



Request For Offer #24-8002

California Department of Social Services

Childcare Connect – Technical Consulting

Services for the Project Approval Lifecycle

(PAL) Stages 2-4

To be considered for this RFO, an interested firm (Respondent) must hold a current Information Technology (IT) Consulting Services Technology, Digital and Data Consulting (TDDC MSA) contract with the Department of General Services (DGS) that includes labor categories that provide the services described in this RFO. All Respondents must adhere to the key action dates and times described herein. The estimated dates may be adjusted by the California Department of Social Services (CDSS) as conditions require. The services required are described in EXHIBIT A: Statement of Work (SOW).

This RFO is being conducted under the policies and procedures developed by the California Department of Technology (CDT) as provided under Public Contract Code (PCC) §6611 et seq.

Offers must comply with the instructions found herein. Failure to comply with any of the requirements may cause the State to deem the offer “nonresponsive”. Offers will only be accepted by electronic submission. The upload time stamp of the electronically submitted offers will determine the official time of receipt. The electronic submission will be determined to be complete only when it contains all information necessary to assess the offer and meets all requirements as described in this RFO. Any offer received after the time and date specified in Section 1, I, C) Key Action Dates, of this RFO may not be considered.

SECTION 1 – OVERVIEW OF OFFER REQUIREMENTS

I. GENERAL INFORMATION

A. Description of Services

CDSS' role in the administration of childcare and nutrition programs was transformed by the Early Childhood Development Act of 2020 (Senate Bill (SB) 98, Chapter 24, Statutes of 2020 SEC. 86. Part 1.7). This act authorized the transfer of Childcare and Development (CCD) programs administered by the California Department of Education (CDE) to the CDSS effective July 1, 2021. As a result of the transition, CDSS became the lead agency in California responsible for the administration of the federal Childcare and Development Fund (CCDF). The CCDF is an aggregate of several funding sources that is distributed in block grants by the federal government to the states and territories. In total, CDSS administers 16 childcare programs with CCDF funding, along with the CalWORKs Stage One childcare program that is funded by the federal Temporary Assistance for Needy Families (TANF) program, and the Emergency Childcare Bridge Program (Bridge Program).

The Early Childhood Development Act of 2020 presents numerous business problems to CDSS associated with Federal and State childcare consumer education mandates. If CDSS does not fulfill Federal requirements, there is a risk of funding penalties every fiscal year they are not met. Additionally, CDSS is currently at risk of corrective action by the Legislature because requirements under [Assembly Bill \(AB\) 2960 \(Statutes of 2018\)](#) have not been met and the deadline to meet them was June 30, 2022.

The Childcare Connect solution, as per the project's approved California Department of Technology (CDT), Project Approval Lifecycle (PAL) Stage 1 Business Analysis (S1BA), will post on the department's Internet Web site, for use by the general public, providers, and parents of eligible children an online portal for the state's comprehensive child care and development services in order to meet Federal regulations (Child Care and Development Fund: Title 45 CFR § 98.33 (a)-(b)) and State child care consumer education requirements (AB 2960 Statutes of 2018).

The purpose of this RFO is to obtain technical consulting services necessary to assist the Childcare Connect project team with completing the California Department of Technology's (CDT) Project Approval Lifecycle (PAL) Stage 2 - Alternatives Analysis, Stage 3 - Solution Analysis, and Stage 4 - Project Readiness. This will be a fixed-price deliverables-based agreement managed by a structured series of Deliverable Expectation Documents (DEDs).

The Contractor shall support: PAL Stage 2 - Alternatives Analysis, PAL Stage 3 - Solution Analysis, PAL Stage 4 - Project Readiness of the Childcare Connect project by providing project management, business analysis, and technical analysis services and supporting the project team's staff to complete all deliverables and tasks listed in EXHIBIT C – Deliverables & Tasks.

The Respondent selected in response to this RFO must address and have the capability to perform all services described in the RFO, EXHIBIT A – SOW.

B. Term and Amendment

The base term of the Agreement shall be twenty (24) months upon approval by the CDT, Office of Statewide Technology Procurement (OSTP). The anticipated start date may be adjusted if CDSS makes an award earlier or later than expected by CDSS or if CDSS cannot execute the Agreement in a timely manner due to any delay. The resulting Agreement shall not take effect until all the following has occurred, 1) Agreement is signed by the State, 2) Agreement is signed by the Contractor, and 3) the Contractor has received a fully executed copy of the Agreement.

The Agreement may be amended, consistent with the terms and conditions of the Agreement, and by mutual consent of both parties, subject to approval by the CDT OSTP under Public Contract Code (PCC) § 12100. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved by oversight agencies if required. No oral understanding not incorporated in the Agreement is binding on any of the parties. At CDT's discretion, the Agreement may also be amended to add additional time.

The Contractor is advised not to commence performance of any services until the Contractor has received an authorized Agreement from CDSS. Should performance commence before the Agreement is issued by CDSS to Contractor, such services will be considered voluntary.

C. Contract Amount

The Contract amount must not exceed \$3,000,0000.00 which includes 10% of unanticipated tasks funds.

Offers that contain total costs, inclusive of unanticipated tasks, that exceed \$3,000,000.00, may be rejected.

I. Key Action Dates

Event	Date/Time
Release RFO Date:	April 29, 2025
Intent to Respond Letter Due:	May 6, 2025
Respondents Questions Due:	May 6, 2025 by 5:00PM
State's Response to Questions:	May 20, 2025
*Response Due Date:	May 27, 2025 by 5:00PM
*Assessment and Clarifications:	To be announced
*Anticipated Interviews:	To be announced
*Anticipated Negotiations Dates:	To be announced
*Best and Final Offer (BAFO) Due Date:	To be announced
*Proposed Award Date:	June 30, 2025

*Note: The Response Due Date, Assessment and Clarifications, Interview, Negotiations, Contract Execution, and Anticipated Term Dates will be announced by email by the State as needed without an addendum to this RFO.

D. 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. Therefore, any Respondent who contracts with the State to develop and provide formal recommendations for the acquisition of IT products or services related to this RFO, is precluded from contracting for any work recommended in the formal recommendation.

The Consultant awarded this contract shall be precluded from contract award of the following Childcare Connect contracts:

- Solution Development or Implementation Services.
- Independent Verification and Validation Services.
- Any other Ancillary Procurements necessary to support delivery of the Childcare Connect project.

II. PROCUREMENT OFFICIAL

Contact Information
Tien Le California Department of Technology, Office of Statewide Technology Procurement Phone Number: 916-460-9806 E-mail Address for Inquiries Only: tien.le@state.ca.gov

III. RESPONDENT QUESTIONS

Respondents must submit any questions for clarification and/or correction regarding this RFO using the State's Template for Question Submission, Attachment U and submit by the date specified in the Key Action Dates and Times stated in Section 1, I, (C) Key Action Dates. Respondents shall provide specific information necessary to enable the State to identify and respond to the questions. The State will only accept questions by e-mail that are addressed to the State Procurement Official listed in Section 1, II Procurement Official. At its discretion, the State may contact a Respondent to seek clarification to any question received. Any Respondent who fails to report a known or suspected problem with the RFO or that fails to seek clarification and/or a correction of the RFO, submits their offer at their own risk.

IV. OFFER REQUIREMENTS

Offers shall contain all requested information and data in the formats described in this RFO. The Respondent shall provide all necessary information needed for the State to

assess the Offer, to verify information contained in the Offer, and to determine the Respondent's ability to perform the tasks and activities defined in EXHIBIT A – SOW.

Any documentation submitted that has been marked "confidential" or "proprietary" shall be noted in the assessment documentation. However, marking a document "confidential" or "proprietary" in the Offer shall not prevent that document from being released as a public record, unless a court of competent jurisdiction has ordered the State not to release the document. All documents submitted in response to this RFO shall become the property of the State of California and shall be subject to the California Evidence Code, the California Public Records Act (Government Code § 6250 *et seq.*), and any other applicable state and federal law. Respondents have the right to withdraw their Offer prior to the Offer due date.

Issuance of this RFO in no way constitutes a commitment by the State of California to award an Agreement. The State reserves the right to reject any or all Offers received if the State determines that it is in the State's best interest to do so. The State may also reject any Offer that is conditional or incomplete. Assumptions made by the Respondent in responding to this RFO does not obligate the State in any way. Additionally, assumptions may make the Offer conditional and result in rejection of the Offer. Offers to this RFO will be assessed based on determination of the "best value" from the perspective of the State, and the selection, if made, shall only be to a single Respondent's offer.

This RFO, the Offer or Best and Final Offer (BAFO), the Respondent's TDDC MSA contract shall be incorporated by reference into the State's Final Agreement and procurement contract file.

Offers must contain all requested information and follow the format described below:

A. Submission of Offer

The Respondent must submit one (1) electronic copy of their Offer in Portable Document Format (PDF), and a PDF version of EXHIBIT B – COST WORKSHEET Cost Worksheet. These electronic versions will be incorporated into the Final Agreement.

Five (5) calendar days prior to the Offer Due Date and Time as specified in Section 1, I, C) Key Action Dates and Times, Respondent must, by email, provide the Procurement Official specified in Section 1, II Procurement Official no more than two (2) Respondent Contacts who will upload a copy of the Respondent's Offer. Once provided, an email invitation to a file-sharing site will be sent to the specified individual(s). A separate site will be created for each Respondent only accessible by the Respondent Contact(s) and the Assessment Team. It is the Respondent's responsibility to confirm receipt of the invitations with the Procurement Official.

By submitting an Offer to this RFO, Respondent agrees that their electronic signature on all documents submitted is the legal equivalent of a manual/handwritten signature. Acceptable forms of electronic signature are those that conform with State Administrative Manual (SAM) § 1240 and §1734, which may include:

1. Scanned "Wet Signature": Sign document(s) in ink and scan an electronic copy in PDF format.

2. “Typed” or “Drawn” Signature: If the signature field of the document is editable, then a typed or drawn signature using software is acceptable.
3. “Digital Certification”: Signed by digital certificate using software.

B. Cover Letter

The Respondent must submit a cover letter, on company letterhead, containing the following:

1. Include the legal name of the Respondent and valid TDDC MSA contract number.
2. Include Respondent’s contact information including mailing address, email address, and phone number.
3. Include Respondent’s statement that their Offer is a binding and irrevocable offer and is good for one hundred eighty (180) calendar days from RFO Key Action Dates, Offer Due Date.
4. Include Respondent’s statement that Respondent agrees to the terms and conditions, requirements, and business needs of this RFO and the SOW, and accepting responsibility as the prime contractor if awarded the Agreement resulting from this RFO.
5. Include Respondent’s statement that Respondent shall comply with all terms and conditions set forth in the Respondent’s TDDC MSA.
6. Include Respondent’s statement that Respondent has available staff with the appropriate skills necessary to complete all services of the resulting Agreement and all deliverables as described in this RFO and SOW.
7. Be signed by the individual that is authorized to bind the firm contractually. The individual’s name must be typed and include their title or position at the firm. An unsigned Offer may be rejected by the State.
8. Include email address and phone number of the person signing the letter and include the date the cover letter is signed.

C. Cost Worksheet, EXHIBIT B – COST WORKSHEET

The Respondent must complete and submit an EXHIBIT B – COST WORKSHEET, Cost Worksheet with the Offer in Portable Document Format (PDF). Instructions for completing the Cost Worksheet are included in the attached EXHIBIT B – COST WORKSHEET.

D. Respondent Checklist, Attachment A

A completed checklist must be submitted with the Offer.

E. Intent to Respond, Attachment B

The Respondent must complete and submit the Intent to Respond, if providing an Offer, by the date listed in Key Action Dates.

F. No Offer Response Form, Attachment C (if applicable)

The Respondent must complete and submit the No Offer Response if not submitting an offer. Failure to do so may result in exclusion from future RFOs.

G. Respondent Qualifications, Attachment D1

The Respondent must submit with the Offer documentation demonstrating the Respondent Mandatory Qualifications (MQs) are met. This Attachment shall clearly provide a complete description of how the Respondents’ offer meets each Respondent

MQ. Reference contacts must be available sufficient for CDSS to validate the experience provided.

H. **Key Staff Qualifications, Attachment E1 – E4**

The Respondent must submit with the Offer documentation that demonstrates that the proposed Key Staff for the Agreement meet the Key Staff Mandatory Qualifications (MQs). These Attachments shall clearly provide a complete description of how the proposed Key Staff meet the Key Staff MQs. Reference contacts must be available to validate the experience provided.

For each experience requirement that is met, or partially met, on the referenced project, specify the number of full-time month equivalents (FTE) experience that the Key Staff person accrued on the referenced project. For each period in which the Key Staff person performed work applicable to the claimed experience for a minimum of twenty (20) workdays of a minimum total of 140 hours (the minimum required to represent working full-time), the Key Staff accrues one (1) full-time month equivalent experience.

To calculate and report the full-time month equivalents experience for Key Staff who worked part-time (partial) on a referenced project, use the following calculation:

If the Key Staff worked half ($\frac{1}{2}$) time on a referenced project, experience should be pro-rated to one-half ($\frac{1}{2}$) or 0.5 month full-time month equivalent experience for each period in which the staff person worked a minimum of seventy (70) hours over twenty (20) State Business Days in a month.

For each experience requirement that the Key Staff worked on a referenced project, report the total number of full-time month equivalents' experience the Key Staff's work represents using the calculations as previously described in this section, which depend upon the time period (calendar period) during which the Key Staff worked on the referenced project and whether he/she worked on a full-time or some other basis.

I. **Respondent References, Attachment F**

The Respondent must submit with its Offer a completed and signed Attachment F, Respondent References, for each of the Respondent's qualifying references identified on Attachment D1. Failure to submit a Respondent References for any qualifying experience identified on Attachment D1 may result in the Respondent's offer being deemed ineligible to proceed to negotiations.

J. **Key Staff References, Attachment G**

The Respondent must submit with its Offer a completed and signed Attachment G, Key Staff References, for each of the Respondent's proposed Key Staff as applicable from each of the qualifying references identified on Attachments E1-E4. Failure to submit a Key Staff References for the qualifying experience of any proposed Key Staff may result in the Respondent being deemed ineligible to proceed to negotiations.

K. **Understanding and Approach, Attachment H**

The Respondent must complete and submit the Understanding and Approach, Attachment H with the Offer. The narrative shall not exceed twenty (20) pages in length, not including the work samples.

L. Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion Certification, Attachment I (This Certification is required by both Prime and Subcontractors)

The Respondent must complete, sign, and submit the Federal Debarment, Suspension, Ineligibility and Voluntary Exclusion Certification, Attachment I, with the Offer showing that neither the Respondent 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.

M. Commercially Useful Function Documentation, Attachment J (if applicable)

Commercially Useful Function Documentation, Attachment J, must be submitted with the Offer if the Respondent is a Small Business (SB) or Disabled Veteran Business Enterprise (DVBE) or is subcontracting services to a SB/DVBE. Respondent may not subcontract 100 percent (100%) of the work identified in EXHIBIT A – SOW.

N. Iran Contracting Act Certification, Attachment K (This Certification is required by both Prime and Subcontractors)

Pursuant to the Iran Contracting Act of 2010 (Public Contract Code (PCC) § 2200 through 2208 are “the Act”), contractors are ineligible to bid on, submit an offer for, enter into, or renew any contract with the state for goods or services of one million dollars (\$1,000,000) or more if the contractor engages in investment activities in Iran, as defined in the Act. The Act requires that the DGS establish and periodically update a list of ineligible contractors.

Also, pursuant to the Act, financial institutions are ineligible to bid on, submit an offer for, enter into, or renew any contract with the state for goods or services of one million dollars (\$1,000,000) or more if the financial institution extends credit, as defined in the Act, to a business identified on the DGS list of ineligible contractors that will use the credit to provide goods or services in the energy sector in Iran.

Respondent must sign and submit with their offer, the Iran Contracting Act Certification, Attachment K. Prior to executing any State contract or renewal for goods or services of one million dollars (\$1,000,000) or more, Respondent must certify that it is not on the list of ineligible contractors prohibited from doing business with the State of California. During the RFO assessment process, the State shall be responsible for checking the list of ineligible contractors to confirm that a Respondent is not on that list. Also, financial institutions must certify that they are not extending credit to an ineligible contractor as described in the Act. This certification requirement applies regardless of the procurement approach, method, or solicitation format used, including, but not limited to: Request for Proposals, Invitation for Bids, RFOs, and non-competitive awards.

The Act provides exceptions to the certification requirement, see PCC § 2203(c) and (d) for additional information regarding the exceptions.

O. Civil Rights Laws Certification, Attachment L (This Certification is required for both Prime and Subcontractors)

Pursuant to PCC § 2010, if a bidder or proposer executes or renews a contract over \$100,000 on or after January 1, 2017, the bidder or proposer hereby certifies compliance, by signing and submitting the Civil Rights Laws Certification, Attachment L, with the offer, with the following:

CALIFORNIA CIVIL RIGHTS LAWS: For contracts over \$100,000 executed or renewed after January 1, 2017, the Contractor certifies compliance with the Unruh Civil Rights Act (§ 51 of the Civil Code) and the Fair Employment and Housing Act (§ 12960 of the Government Code); and

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

P. CDSS Certification Regarding Lobbying, Attachment M.

Respondent certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Respondent, 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 the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into of a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

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 Grant or agreement, the Respondent shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", (Attachment M1 of this RFO) in accordance with its instructions.

Q. Bidder Declaration GSPD-05-105, Attachment N

All Respondents responding to a RFO must complete the Bidder Declaration GSPD-05-105 (available at <https://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd05-105.pdf>) and include it with the Offer. When completing the declaration, Respondents responding to the RFO must identify all subcontractors proposed for participation in the Agreement. Contractors awarded an Agreement because of this RFO are contractually obligated to use the subcontractors for the corresponding work identified unless the State agrees to a substitution, and it is incorporated by amendment to the Agreement.

R. Payee Data Record Form STD. 204, Attachment O

The Respondent must complete, sign, and submit the Payee Data Record form STD. 204 with their offer, which is required for payments to all non-governmental entities and will be kept on file at each State Agency. The form is available at: <https://www.dgs.ca.gov/PD/Forms>.

S. Disabled Veteran Business Enterprise (DVBE) Declarations Form DGS PD 843 (if applicable), Attachment P

The disabled veteran (DV) owner(s) of a State certified Disabled Veteran Business Enterprise (DVBE) must complete this declaration and submit with their offer when a DVBE contractor or subcontractor provides materials, supplies, services, or equipment [Military and Veterans Code § 999.2]. This form is available at

https://www.documents.dgs.ca.gov/dgs/fmc/gs/pd/pd_843.pdf. At the State's option prior to award, Respondents responding to this RFO may be required to submit additional written clarifying information. Failure to submit the requested written information as specified may be grounds for Offer rejection.

T. Proof of Small Business and/ or Disabled Veteran Business Enterprise Certification, Attachment Q

If the Respondent is currently a certified small or micro business or Disabled Veteran Business Enterprise (DVBE), include a copy of the certification letter issued by the DGS. If the letter cannot be supplied, please include a printout from the DGS's Office of Small Business & Disabled Veteran Business Enterprise Services (OSDS) website to prove the Respondent's current active status. Please provide the certification as Attachment Q: DGS Certification Letter. The State will verify that SB/DVBE certifications are valid at the time the Response is due.

U. Secretary of State Certification, Attachment R

The Respondent must provide proof of certification with the California Secretary of State with their Offer. Additional information is available at: <https://bizfileonline.sos.ca.gov/>.

V. Generative Artificial Intelligence (GenAI), Attachment S

The State of California seeks to realize the potential benefits of GenAI, through the development and deployment of GenAI tools, while balancing the risks of these new technologies.

Respondent / Offeror must notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term "materially impacts" shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.

Failure to disclose GenAI to the State may terminate any resulting Agreement. The State reserves the right to seek any and all relief it may be entitled to as a result of such non-disclosure.

Upon notification by a Respondent / Offeror of GenAI as required, the State reserves the right to incorporate GenAI Special Provisions into the final contract or reject bids/offers that present an unacceptable level of risk to the State. Government Code 11549.64 defines "Generative Artificial Intelligence (GenAI)" as an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data.

V. ASSESSMENT AND SELECTION CRITERIA PROCESS

Offers submitted will first be reviewed for responsiveness to the requirements stated in this RFO, its designated sections, and all Attachments. If an Offer is missing information required in any section or Attachment, it may be deemed nonresponsive.

Selection Criteria:

Award of an Agreement resulting from this RFO against a TDDC MSA will be based on a "best value" method that includes cost as a factor. All Offers will be reviewed in

context with the RFO requirements. The Offer receiving the highest score may be awarded the Agreement.

VI. RFO BEST VALUE OFFER ASSESSMENT AND SELECTION PROCESS

The State's RFO assessment team will review and assess offers in accordance with the Assessment and Selection Criteria. Offers will be assessed using a combination of Pass/Fail (Mandatory – M) and numerically scored (Mandatory – M, Desirable Scored – DS) criteria. The following table is a summary of the assessment factors.

Assessment Criteria	
Item	Rating
Administrative Assessment	Pass/Fail
Technical Assessment:	
Key Staff Qualifications (M)	Pass/Fail
Key Staff Desirable Scored Qualifications (DS)	100 Points (additional points achievable for Technical score)
Key Staff References (M)	Pass/Fail
TDDC MSA Classification Qualifications Assessment (M)	Pass/Fail
Respondent Qualifications (M)	Pass/Fail
Respondent References (M)	Pass/Fail
Understanding and Approach (M)	600 Points
Interviews (optional)	300 Points
Cost Assessment	400 Points (600 Points if interview conducted)
Total possible points if interview is not conducted	1000 Points
Total possible points if interview is conducted	1500 Points

VII. ADMINISTRATIVE ASSESSMENT CRITERIA

The CDSS will review the Offers to ensure the submission and completion of the required forms, documents, and certifications. The Administrative Assessment will be evaluated on a Pass/Fail basis. To move to the Technical Assessment phase, the Offer must achieve a passing score. If an Offer does not pass the Administrative Assessment, it may be deemed as nonresponsive.

VIII. TECHNICAL ASSESSMENT CRITERIA

A. Key Staff Qualifications Assessment – Attachment E1 – E4

The Assessment Team will review the Key Staff Qualifications, Attachment E1 – E4, to validate that the proposed Key Staff meets all Mandatory Qualifications (MQs) as identified in EXHIBIT A – SOW, Section VI, Key Staff Qualifications. MQs will be assessed on a Pass/Fail basis.

B. Key Staff References Assessment – Attachment G

The Assessment Team will review the Key Staff references included in Attachment G and may contact reference(s) to validate that the proposed Key Staff performed the services as described. Each reference listed on the Key Staff Qualifications, Attachments E1 – E4, must have a Key Staff Reference, Attachment G, where the reference will provide ratings for the five (5) Performance and Ability Statements listed below.

Key Staff References Assessment		
Item #	Performance and Ability Statements	Rating Values: Exceeds Expectations Meets Expectations Did Not Meet Expectations Does Not Apply
1	Rate the performance and abilities of the Key Staff.	
2	Rate the ability of the Key Staff to perform contractually required work in a timely manner.	
3	Rate the verbal and written communication skills of the Key Staff.	
4	Rate the ability of the Key Staff to engage in positive working relationships with other co-workers.	
5	Rate the knowledge of the Key Staff in the required areas of expertise.	

Any rating of “Did Not Meet Expectations” received from a reference on the Key Staff References, Attachment G, may count as a Fail of the reference.

References listed on Key Staff Qualifications, Attachments E1 – E4 may be contacted to verify the information provided by the Respondent. Any conflicting information received by the reference may cause the corresponding mandatory qualification to be determined as Failing.

Each reference must be available to validate the listed experience. The Respondent must provide a Key Staff References, Attachment G, to the reference for each project specified in the Key Staff Qualifications, Attachment E1 – E4. If a Key Staff Reference is not provided for each project specified, or the reference cannot validate the experience, the corresponding experience may not be counted toward the experience to meet the MQ(s), the Offer may be deemed nonresponsive and ineligible to proceed to negotiations.

C. Respondent Qualifications Assessment – Attachment D1

The Assessment Team will review the Attachment D1, Respondent Qualifications to determine if the Respondent meets all the MQs as identified in EXHIBIT A – SOW, Section VII, Respondent Qualifications. MQs will be assessed on a Pass/Fail basis. If the Respondent does not meet all of the Respondent MQs, that Offer may be deemed nonresponsive and ineligible to proceed to negotiations.

D. Respondent References – Attachment F

The Assessment Team will review the Respondent References included in Attachment F and may contact reference(s) listed to validate that the Respondent performed the services as described. Each reference listed on the Respondent Qualifications, Attachment D1, must have a Respondent References, Attachment F, where the reference will provide ratings for the five (5) Performance and Ability Statements listed below.

Respondent References Assessment		
Item #	Performance and Ability Statements	Rating Values: Exceeds Expectations Meets Expectations Did Not Meet Expectations Does Not Apply
1	The Respondent provided qualified staff.	
2	The Respondent resolved issues in a timely manner.	
3	The Respondent completed the Project on time.	
4	The Respondent completed the Project within budget.	
5	What was your overall satisfaction with the Respondent?	

Any rating of “Did Not Meet Expectations” received from a reference on the Respondent References, Attachment F, may count as a Fail of the reference.

References listed on Respondent Qualifications, Attachment D1 may be contacted to verify the information provided by the Respondent. Any conflicting information received by the reference may cause the corresponding mandatory qualification to be determined as failing.

Each reference must be available to validate the listed experience. The Respondent must provide a Respondent Reference form, Attachment F, for each project specified on the Respondent Qualifications, Attachment D1. If a reference is not provided for each project specified on Attachment D1, or if a reference cannot validate the experience, the corresponding experience may not be counted toward the experience to meet the MQ(s), the Offer may be deemed nonresponsive, and the Respondent may be deemed ineligible to proceed to negotiations.

E. Understanding and Approach (U&A) Assessment – Attachment H

The Assessment Team will review the responses to the Understanding and Approach narratives to determine the quality of the Respondent's understanding and approach to each of the questions/topics identified in Attachment H. See Table in Section VI above for maximum points available for the Understanding and Approach narratives. The rating values will be added together.

The following rating criteria will be used to determine the percentage of points awarded to each Understanding and Approach response.

Rating Values	Rating Criteria
100%	<p>All components of the question are addressed with the highest degree of confidence in the firm. The firm's response meets ALL of the following criteria:</p> <ul style="list-style-type: none"> · Answered all of the areas listed in the question. · Demonstrated a thorough understanding by providing such detail and specific examples that the State is confident that the firm fully understands and has the ability to complete the work required for this effort. · Demonstrated major strengths and few, if any, minor weaknesses.
75%	<p>The response addressed almost all of the components of the question with an above average degree of confidence. The firm's response meets ALL of the following criteria:</p> <ul style="list-style-type: none"> · Answered almost all of the components of the question. · Demonstrated an above average understanding of the work that is required for this effort. · Strengths outweighed the weaknesses.
50%	<p>The response addressed most of the components of the question with an average degree of confidence. The firm's response meets ALL of the following criteria:</p> <ul style="list-style-type: none"> · Answered most of the components of the question. · Demonstrated an average understanding of the work that is required for this effort. · Strengths are equal to weaknesses.
25%	<p>The response minimally addressed the question with a below average degree of confidence. The firm's response meets ANY of the following criteria:</p> <ul style="list-style-type: none"> · Provided a minimal response to the components of the question.

Rating Values	Rating Criteria
	<ul style="list-style-type: none"> Included ambiguities, inaccuracies, and/or insufficient detail demonstrating a minimal understanding of the work required for this effort. Weaknesses outweighed the strengths.
0%	<p>The response failed to address the question. The firm's response meets ANY of the following criteria:</p> <ul style="list-style-type: none"> Failed to respond to the question. Included exceptions and/or conditions. Conflicted with a mandatory requirement.

F. Interviews

At its sole discretion, the State may elect to conduct interviews with the top scoring Respondents out of the technical assessment. If interviews are conducted, the Respondents selected are expected to provide all proposed Key Staff for the interviews in a group interview. Proposed Key Staff will be asked a series of questions to assess their suitability to accomplish the tasks under the Agreement. Interviews shall be conducted remotely using screenshare, and copies of the questions will be provided by the State via screenshare fifteen (15) minutes in advance of the scheduled interview time to the interview principals.

At its sole discretion, the State may elect to conduct second interviews with individual Key Staff of top scoring Respondents from the first round of interviews. Key Staff will be asked a series of questions to assess their suitability to accomplish the tasks under the Agreement. Interviews shall be conducted remotely.

The following rating criteria will be used to determine the percentage of points awarded for each interview question.

Rating Values	Rating Criteria
100%	Excellent: All the components are fully addressed with the highest degree of confidence.
75%	Good: Most of the components are addressed with an above-average degree of confidence.
50%	Fair: Some of the components are addressed with an average degree of confidence.
25%	Poor: Components are minimally addressed with a below-average degree of confidence.
0%	No Value: The answer fails to address the components.

IX. COST ASSESSMENT CRITERIA:

The Assessment Team will review, calculate, and score the EXHIBIT B – COST WORKSHEET, to verify that it is complete with all costs accounted for, and verify all sub-totals and the total calculates correctly. If errors are found, the numbers will be adjusted based on the lowest denominator.

The Respondent with the lowest total cost will receive the maximum points (See table in Section VI above for maximum points available).

For all Offers, the cost (Column A) is divided into the lowest total cost to calculate the percentage (Column B). This percentage is multiplied by the maximum possible cost points to calculate the Respondent Score (Column C). The following Cost Worksheet Assessment is an example only.

Respondent	A	B	C
	Assessment Total	Percentage (Lowest Respondent's Cost ÷ Respondent Cost)	Respondent Score (B X 400 = C)
Offer A	\$200,000	$\$200,000/\$200,000 = 1.0$ (100%)	$1.0 \times 400 = 400$
Offer B	\$220,000	$\$200,000/\$220,000 = .91$ (91%)	$.91 \times 400 = 364$
Offer C	\$250,000	$\$200,000/\$250,000 = .80$ (80%)	$.80 \times 400 = 320$

X. SELECTION REQUIREMENTS AND INFORMATION

A. Nonresponsive Offers

In addition to any condition previously indicated in this RFO or another document, the following occurrences may cause the State to deem a response nonresponsive:

- Failure of a Respondent to comply with the RFO response content or submission instructions.
- Receipt of an Offer that is conditional, materially incomplete, or defective.
- The State's discovery, at any stage of the selection or upon contract award, that the winning Respondent is unwilling or unable to comply with the contract terms, conditions, attachments, or exhibits cited in this RFO, or the resulting contract.

B. Errors in Response

An error in the response may cause the rejection of that response; however, the State may at its sole option retain the response and make certain corrections. In determining if a correction will be made, the State will consider the conformance of the response to the format and content required by the RFO, and any unusual complexity of the format and content required by the RFO.

If the Respondent's intent is clearly established based on review of the complete response submittal, the State may at its sole option correct an error based on that established intent. Additionally, The State may, at its sole option, correct obvious clerical errors. Within each of these, the lowest level of detail will prevail. If necessary, the extensions and summary costs will be recomputed accordingly, even if the lowest level of detail is obviously misstated. The total price of unit-price items will be the product of the unit price and the quantity of the item. If the unit price is ambiguous, unintelligible,

uncertain for any cause, or omitted, it shall be the amount obtained by dividing the total price by the quantity of the item.

The State may request clarification of items in the Respondent's Offer if the meaning is not clear to the State. Responses to requests for clarification must be confirmed in writing by the Respondent as instructed by the Procurement Official at the time of the request. If the Respondent's intent is not clearly established by the complete response submittal the State may, at its sole option, correct errors of omission in the following four (4) situations:

1. If an item is described in the narrative but omitted from the Contract and cost data provided in the response for assessment purposes, it will be interpreted to mean that the item will be provided by the Respondent at no cost.
2. If a minor item is not mentioned at all in the response and is essential to satisfactory performance, the response will be interpreted to mean that the item will be provided at no cost.
3. If a major item is not mentioned at all in the response, the Offer will be interpreted to mean that the Respondent does not intend to supply that item.
4. If a major item is omitted, and the omission is not discovered until after Contract award, the Respondent shall be required to supply that item at no cost. The State shall have sole discretion in determining whether an item is minor or major.

If a Respondent does not follow the instructions for computing costs not related to the Contract, if any, (e.g., State personnel costs), the State may reject the response, or at its sole option, re-compute such costs based on instructions contained in the RFO. If the re-computations or interpretations, as applied in accordance with this section, result in significant changes in the amount of money to be paid to the Respondent (if awarded the Contract) or in a requirement of the Respondent to supply a major item at no cost, the Respondent will be given the opportunity to promptly establish the grounds legally justifying relief from its response.

C. Dispositions of Responses

All materials submitted in response to this RFO will become the property of the State and, as such, are subject to the California Public Records Act (PRA) (Government Code § 6250, et seq.).

Upon award of the contract all documents submitted in response to this RFO and all documents used in the selection process (e.g., review checklists, scoring sheets, etc.) will be regarded as public records under the California Public Records Act (GC § 6250 et seq.) and subject to review by the public. However, these documents shall be held in the strictest confidence until the award is made.

The Respondent should be aware that marking a document "confidential" or "proprietary" in an Offer will not keep that document from being released as part of the public record.

D. Negotiations Pursuant to Public Contract Code § 6611

The State will conduct negotiations under PCC § 6611. The purpose of the negotiation process is to maximize the State's ability to obtain the most value effective Offer based on the requirements and RFO assessment factors.

Negotiations allow the State and Respondents an opportunity to discuss items that could, in the State's opinion, enhance the Offer and potential for award. Negotiations are not intended to allow a Respondent to completely rewrite their Offer. The negotiations are exchanges between the State and the Respondent, which are undertaken with the intent of allowing the Respondent to revise their Offer only in areas determined by the State during the negotiation process. Negotiations will be conducted either orally or in writing. These negotiations may include bargaining, such as persuasion, and alteration of assumptions and positions.

The State may discuss any aspect of the Offer that could, in the opinion of the State, be altered or explained to materially enhance the Offer's potential for award. However, the State is not required to discuss every area where the Respondent's Offer could be improved. The scope and extent of negotiation exchanges are the matter of the State's judgment.

All aspects of the Respondent's Offer are confidential until after the issuance of the notification of award.

E. Proceeding to Negotiations

At the State's discretion, compliant Respondents may be determined eligible to participate in the negotiation process. At the State's discretion, it may invite Respondent(s) to participate in the negotiation process under the following Option 1 or Option 2:

Option 1

The State may invite and proceed with negotiations with the highest scoring compliant Respondent. If the State cannot come to an agreement with the highest scoring compliant Respondent, the State may determine the Respondent ineligible for award, and shall invite and proceed with negotiations with the next highest scoring compliant Respondent. Negotiation with the next highest scoring Respondent may continue until the State completes negotiations with the final Respondent selected, and an Agreement is reached.

Option 2

The State may invite and proceed with negotiations with up to the top three (3) highest scoring compliant Respondents.

F. Best and Final Offer (BAFO) Submission

At the conclusion of negotiations, the State shall request a best and final offer (BAFO) submission. The intent of the BAFO is to clarify and document understandings reached during negotiations. The State will establish a date and time for receipt of the BAFOs based on when the Respondent's BAFO negotiations occur. A Respondent's BAFO is an irrevocable Offer for 180 calendar days following the scheduled date for submission of a final accepted BAFO. A Respondent may extend the Offer in the event of a delay in the contract award.

BAFOs must be submitted to the Procurement Official by the specific date and time that will be communicated to each Respondent individually in writing. The BAFO submission must address the following: A supplemental Offer containing all negotiated/revised sections of the Respondent's original Offer, any other revised area specifically required by the State to be included in the BAFO, and revisions made necessary in accordance therewith.

The supplemental Offer must include all changes made to all negotiated sections of the Respondent's original Offer and they must be reflected by use of the Tracked Changes function of Microsoft Word. Changes to the Respondent's original Offer that are not tracked in the supplemental Offer or otherwise identified to the State's satisfaction may result in rejection of the Offer by the State.

An executive summary must accompany the supplemental Offer and include a list of all changes (other than non-substantive changes to formatting, punctuation and grammar) that have been made to the Respondent's original Offer. The Respondent must include and attest to the following statement within the Executive Summary:

"This Best and Final Offer (BAFO) is in response to RFO #24-8002 and the changes identified in this executive summary represent all changes made to {Respondent's name} Offer previously submitted to the State. Any substantive change not included in this list is non-operative, non-binding, and may not be considered a part of the {Respondent's name} BAFO."

G. Assessment of BAFO

The State will review the BAFO submissions, based on topics negotiated. The State will document the assessment process in accordance with the selection criteria outlined in the RFO.

H. Selection

Upon the State's completion of the assessment of the BAFOs, the State will choose the successful Offer based on its responsiveness and assessment of the responsibility of the Respondent that submitted the highest scoring supplemental Offer. The State reserves the right at any time to reject any or all Offers.

According to PCC § 6611, subdivision (d): An unsuccessful Respondent shall have no right to protest the results of the negotiating process undertaken pursuant to this section. As a remedy, an unsuccessful Respondent may file a petition for a writ of mandate in accordance with § 1085 of the Code of Civil Procedure. The venue for the petition for a writ of mandate shall be Sacramento, California. An action filed pursuant to this subdivision shall be given preference by the court.

I. Debriefing

A debriefing may be held within fourteen (14) calendar days after the Contract's award at the request of any Respondent for the purpose of receiving specific information concerning the assessment. The discussion shall be based primarily on the qualifications, solution requirements and cost assessments of the Respondent's Offer. A debriefing is not the forum to challenge the RFO specifications or requirements.

Attachment A: RESPONDENT CHECKLIST

RESPONDENT NAME:	
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The No Offer response package includes the following:

NO OFFER REQUIREMENT		
	Submit signed No Offer Response, Attachment C	Yes <input type="checkbox"/>

The intent to offer package includes the following:

INTENT TO RESPOND REQUIREMENT		
	Submit signed Intent to Respond, Attachment B	Yes <input type="checkbox"/>

The Offer package includes the following:

OFFER REQUIREMENT (OR) CHECKLIST - Submit applicable documents below by the date and time as specified in the Key Action Dates.		
	Submit one (1) complete Portable Document Format (PDF) version of the Cost Worksheet, EXHIBIT B – COST WORKSHEET.	Yes <input type="checkbox"/>
	Cover letter signed by the individual authorized to enter into Agreements for the Respondent.	Yes <input type="checkbox"/>
	Offer Checklist, Attachment A.	Yes <input type="checkbox"/>
	Respondent Qualifications, Attachments D1.	Yes <input type="checkbox"/>
	Key Staff Qualifications, Attachment E1 – E4.	Yes <input type="checkbox"/>
	Respondent References, Attachment F.	Yes <input type="checkbox"/>
	Key Staff References, Attachment G.	Yes <input type="checkbox"/>
	Understanding and Approach, Attachment H.	Yes <input type="checkbox"/>
	Federal Debarment Suspension, Ineligibility and Voluntary Exclusion Certification, Attachment I.	Yes <input type="checkbox"/>
	Respondent is a SB/DVBE or is using SB/DVBE Subcontractor? If yes, Commercially Useful Function Documentation, Attachment J.	Yes <input type="checkbox"/> N/A <input type="checkbox"/>
	Iran Contracting Act Certification, Attachment K.	Yes <input type="checkbox"/>
	Civil Rights Law Certification, Attachment L.	Yes <input type="checkbox"/>
	CDSS Certification Regarding Lobbying, Attachment M.	Yes <input type="checkbox"/>
	Disclosure of Lobbying Activities, Attachment M1	If Applicable <input type="checkbox"/>

	Bidder Declaration, GSPD-05-105 , Attachment N.	Yes <input type="checkbox"/>
	Payee Data Record, STD. 204 , Attachment O.	Yes <input type="checkbox"/>
	Disabled Veterans Business Enterprise claimed? If yes completed DVBE Declarations, STD. 843 Certification , Attachment P.	Yes <input type="checkbox"/> N/A <input type="checkbox"/>
	Small Business or Disabled Veterans Business Enterprise Certification with DGS, Attachment Q.	Yes <input type="checkbox"/> N/A <input type="checkbox"/>
	Secretary of State Certification Submit your SOS Certification from the SOS website, Attachment R.	Yes <input type="checkbox"/>
	Generative Artificial Intelligence (Gen AI) Disclosure, Attachment S.	Yes <input type="checkbox"/>
	Entire TDDC MSA Contract and all supplements issued by DGS, Attachment T.	Yes <input type="checkbox"/>

Attachment B: INTENT TO RESPOND

Request for Offer No. 24-8002

Department of Social Services

Childcare Connect Technical Consulting Services for the Project Approval Lifecycle
(PAL) Stages 2-4

Respondent Company

Name: _____

Our company intends to submit an Offer and hereby requests access to the file sharing site for Offer submission.

Submit this Intent to Offer to the following OSTP Procurement Official:

Tien Le – tien.le@state.ca.gov

The individuals to whom all information regarding this solicitation shall be transmitted is:

Primary Contact:

Name:	
Title:	
Address:	
City, State and ZIP Code:	
Telephone:	
E-Mail:	

Secondary Contact:

Name:	
Title:	
Address:	
City, State and ZIP Code:	
Telephone:	
E-Mail:	

Attachment C: NO OFFER RESPONSE

Request for Offer No. 24-8002

Department of Social Services

Childcare Connect Technical Consulting Services for the Project Approval Lifecycle
(PAL) Stages 2-4

If you will not be submitting an Offer in response to this RFO, please complete and email this form to tien.le@state.ca.gov by the No Offer Response due date in the Key Action Dates.

BUSINESS NAME
TDDC MSA CONTRACT NUMBER
CONTACT PERSON
TELEPHONE NUMBER
SIGNATURE
REASON FOR NOT SUBMITTING OFFER: <input type="checkbox"/> Not available during the proposed term. <input type="checkbox"/> Unable to meet timeframe. <input type="checkbox"/> Unable to meet requirements. <input type="checkbox"/> Requested service not contained in Respondent's TDDC MSA contract. <input type="checkbox"/> Other (Please specify):

Attachment D: RESPONDENT QUALIFICATION FORM – INSTRUCTIONS

The Respondent must complete Attachment D1 with the qualifying project information being used to meet the minimum experience required for this project. A separate Attachment D1 must be completed for each project used to meet the minimum mandatory requirements.

Attachment D1 will be used by Department of Social Services to evaluate Respondent's qualifications. The Respondent must specify the required experience in the pertinent row for each requirement in Attachment D1. Use additional forms as needed to complete each response. The Department of Social Services may contact references listed on Attachment D1 to verify the information provided by the Respondent. Any conflicting information may result in the offer being deemed non-responsive.

All experience must have been completed in the United States of America. Any experience must have occurred in the last ten (10) years.

All dates must be in MM/DD/YYYY format.

Contact person for Respondent's references must not be an employee of Department of Social Services. The reference and contact name(s) must be from the end user of the project. References from another contractor or contracting company are not acceptable.

Box 1, Respondent: Provide the company name of the Respondent or applicable subcontractor submitting the Offer.

Box 2, Project Name: Provide the name of the project.

Box 3, Company Name of the Respondent's reference. Identify the company for whom the project was completed.

Box 4, Contact name and contact information of the Respondent's reference. Identify the contact information from whom the project was completed. Enter the name, title, e-mail address, and phone number for the reference contact for the project. By submitting an Offer, the Respondent declares that the reference person identified is/was employed by the company identified in box 3. This reference must be the same person identified in the Respondent Reference Form (Attachment F).

Boxes 5 and 6, Start Date and End Date: Provide the start and end date that the Respondent worked on the cited project using MM/DD/YYYY format.

Box 7, Project Description: Provide a brief description of the nature of the Respondent's cited project. The description should include those elements that are similar to the State's project as described in the solicitation.

Box 8, Check the appropriate response, "Yes" or "No"

Box 9, Check the appropriate response, "Yes" or "No" or "On-going"

Box 10, Project Contract Amount: Provide the dollar amount in currency format of the project contract value.

Box 11, Provide the number of Internal Users on the Project.

Box 12, Provide the number of External Users on the Project.

Box 11, Instructions for documenting the years of experience gained from the project.

Note: It is the Respondent's responsibility to ensure that each minimum experience requirement is met in full and is addressed in the Respondent qualification forms for the State to determine compliance to the requirements. If the State cannot determine that the years of experience for each of the minimum experience requirements have been met, Respondent's Offer may be deemed non-responsive.

Definition of Complex IT Project:

If the qualification indicates the experience must be from a complex IT project, the Respondent, Key Staff, and references must use definitions with the following characteristics:

- a) At least 100 internal authorized users.
- b) At least 50,000 external users.
- c) Total project cost is greater than \$3,000,000.

Attachment D1: RESPONDENT QUALIFICATIONS

All experience must have been completed in the United States of America. Any experience must have occurred in the last ten (10) years.

The Respondent may use multiple projects to meet the total experience required for each mandatory experience. A separate form must be completed for each project cited.

1	Respondent:			
2	Project Name:			
3	Company Name of Respondent's reference:			
4	Contact Name and Title, Email Address and Telephone Number of Respondent's reference:			
5	Start Date (MM/DD/YYYY):			
6	End Date (MM/DD/YYYY):			
7	Project Description:			
8	Was the Respondent that performed the work the Prime Contractor? Yes ___ No ___			
9	Did the Respondent complete the project? Yes <input type="checkbox"/> No <input type="checkbox"/> On-going <input type="checkbox"/> (see line #6 for Contract completion date)			
10	Project Contract Amount: \$			
11	Number of Internal Users on Project:			
12	Number of External Users on Project:			
13	For each requirement, check "Yes" if the total years of experience was met on this referenced project; check "No" if none of the experience was met on this referenced project; or check "Partial" if fewer than the total years of the experience was met on this referenced project. If partial or total experience was met (checked), enter the years and/or months of "Experience gained on this referenced project" and describe the Respondent's role and responsibilities performed on the project in the "Description of services provided" field.			
Number	Classification	Experience Requirement	Total Experience Required	Experience gained on this cited Project
1	Respondent	The Respondent must have performed data analysis and business process mapping for a minimum of two (2) complex IT system technology data integration projects business-technology solution analysis for	Mandatory (pass/fail)	Yes <input type="checkbox"/> No <input type="checkbox"/> Partial <input type="checkbox"/> Yr.____ Mo.____

		a government or nonprofit technology/data entity integration and recommended a suitable solution to meet organizational business needs of similarly complex IT projects.		
	Description of services provided on the project and how this qualification was met:			
2	Respondent	The Respondent must have three (3) years of experience performing analysis of a minimum of two (2) data sources for government and/or nonprofit entities and integration of all applicable components into a single integrated web portal.	Mandatory (pass/fail) 3 Years	Yes <input type="checkbox"/> No <input type="checkbox"/> Partial <input type="checkbox"/> Yr.____ Mo.____
	Description of services provided on the project and how this qualification was met:			
3	Respondent	At least two (2) years of experience supporting the requirements of the California Project Approval Lifecycle process including PAL Stages 2, 3, and 4, in support of a complex IT project or federal/state feasibility study. Alternatively, if experience provided was not in PAL provide a narrative showing the similar planning process as it relates to the phases of PAL.	Mandatory (pass/fail) 2 Years	Yes <input type="checkbox"/> No <input type="checkbox"/> Partial <input type="checkbox"/> Yr.____ Mo.____
	Description of services provided on the project and how this qualification was met:			

Attachment E: KEY STAFF QUALIFICATIONS FORM – INSTRUCTIONS

The Respondent must complete Attachments E1 - E4 with the qualifying project information for each Key Staff used to meet the minimum experience required for this project. A separate Attachment must be completed for each project used to meet the minimum mandatory requirements for each Key Staff.

Attachments E1 - E4 will be used by the State to evaluate Key Staff qualifications. The Respondent must specify the required experience in the pertinent row for each requirement in Attachment E1 - E4. Use additional forms as needed to complete each response. CDSS may contact references listed on Attachment E1 - E4 to verify the information provided by the Respondent.

All dates must be in MM/DD/YYYY format.

All experience must have been completed in the United States of America. Any experience must have occurred in the last ten (10) years.

Contact person for Key Staff's references must not be an employee of CDSS. The reference contact name(s) must be a representative of the company for which the project was developed. References from another contractor or contracting company are not acceptable.

Box 1, Respondent: Provide the company name of the Respondent submitting the Offer.

Box 2, Key Staff Name: Provide the name of the Respondent's proposed Key Staff for the Project.

Box 3, Key Staff's Referenced Project Name: Provide the project name for Key Staff's referenced project.

Box 4, Company Name of Key Staff's reference: Provide the company name of the Key Staff's reference.

Box 5, Contact Information of Key Staff's reference: Identify the contact information for whom the project was completed. Enter the name, title, e-mail address, and phone number for the reference contact for the project. By submitting an Offer, the Respondent declares that the reference person identified is/was employed by the company identified in box 4. This reference must be the same person identified in the Respondent's Key Staff Reference Forms (Attachment G).

Box 6, Provide the name of the individual from the company that received services from the Key Staff. Employee references are not acceptable.

Boxes 7 and 8, Staff Start Date and End Date: Provide the start and end dates the Key Staff worked on the cited project using MM/DD/YYYY format.

Box, 9, Identify if the Key Staff worked Part Time or Full Time on the project.

Box 10, Project Description: Provide a brief description of the nature of the Respondent's cited project. The description should include those elements that are like the State's project as described in the solicitation.

Box 11, Project Contract Amount: Provide the dollar amount in currency format of the project contract value.

Box 12, Identify the number of internal users on the project.

Box 13, Identify the number of external users on the project.

Box 14, Instructions for documenting the years of experience gained from the project cited.

Note: It is the Respondent's responsibility to ensure that each minimum experience requirement is met in full and addressed in the staff qualification forms for the State to determine compliance to the requirements. If the State cannot determine that the years of experience for each of the minimum experience requirements has been met, the Respondent's Offer may be deemed non-response.

Definition of Complex IT Project:

If the qualification indicates the experience must be complex IT project, the Respondent, Key Staff, and references must use definitions with all of the following characteristics:

- a) At least 100 internal authorized users.
- b) At least 50,000 external users.
- c) Total project cost is greater than \$3,000,000.

Attachment E1: **PROJECT MANAGER – QUALIFICATIONS FORM**

All experience must have been completed in the United States of America. Any experience must have occurred in the last ten (10) years.

The Respondent may use multiple projects to meet the total experience required for each mandatory experience. A separate Attachment must be completed for each project used to meet the minimum mandatory requirements for each Key Staff.

Respondent is forewarned that all qualifications presented in the TDDC MSA must be met. If a Key Staff's experience submitted with the Respondent's offer does not clearly identify or meet the stated minimum qualifications identified in the TDDC MSA, the respondent will be given one opportunity to clarify that the qualifications have been met. If after review of the response to the clarification it is determined that the qualification still has not been met, the respondent will fail and is no longer eligible for award.

The below minimum qualifications are in addition to the TDDC MSA requirements.

1	Respondent:
2	Proposed Key Staff Name:
3	Master Agreement Classification: Project Manager
4	Project Name:
5	Name of Company Project was completed for:
6	Project Contact Person Information:
7	Staff Start Date (MM/DD/YYYY):
8	Staff End Date (MM/DD/YYYY):
9	<input type="checkbox"/> Full-time <input type="checkbox"/> Part-time
10	Project Description:
11	Project Contract Amount:
12	Number of Internal Users:
13	Number of External Users:
14	For each requirement, check "Yes" if the total years of experience was met on this referenced project; check "No" if none of the experience was met on this referenced project; or check "Partial" if fewer than the total years of the experience was met on this referenced project. If partial or total experience was met (checked), enter the years and/or months of "Experience gained on this referenced project" and describe the Respondent's role and responsibilities performed on the project in the "Description of services provided" field.

Number	Classification	Experience Requirement	Total Experience Required	Experience gained on this cited Project
1	Project Manager	PM must meet all the minimum requirements outlined in the DGS TDDC 5-22-70-25 MSA	Mandatory (pass/fail)	Yr.____ Mo.____
	Description of services provided on the project and how this qualification was met:			
2	Project Manager	At least five (5) years of PM experience working with government and/or nonprofit entity.	Desirable Scored (scored – 10 pts.) 5 Years	Yr.____ Mo.____
	Description of services provided on the project and how this qualification was met:			
3	Project Manager	At least three (3) years of PM experience must have been in a lead capacity with government and/or control agencies performing facilitation of discovery with stakeholders and alternative IT software solution comparisons and proposals.	Desirable Scored (scored – 10 pts.) 3 Years	Yr.____ Mo.____
	Description of services provided on the project and how this qualification was met:			

4	Project Manager	At least one (1) year of experience supporting the requirements of the California Project Approval Lifecycle process including PAL Stages 2, 3, or 4, in support of a complex IT project or federal/state feasibility study. Alternatively, if experience provided was not in PAL provide a narrative showing the similar planning process as it relates to the phases of PAL.	Mandatory (pass/fail) 1 Year	Yr. ____ Mo. ____
	Description of services provided on the project and how this qualification was met:			
5	Project Manager	At least one (1) full cycle of experience supporting the requirements of the California Project Approval Lifecycle stages 2-4.	Desirable Scored (scored – 10 pts.) 1 full cycle	Yr. ____ Mo. ____
	Description of services provided on the project and how this qualification was met:			

Attachment E2: BUSINESS SOLUTIONS ANALYST – QUALIFICATIONS FORM

All experience must have been completed in the United States of America. Any experience must have occurred in the last ten (10) years.

The Respondent may use multiple projects to meet the total experience required for each mandatory experience. A separate Attachment must be completed for each project used to meet the minimum mandatory requirements for each Key Staff.

Respondent is forewarned that all qualifications presented in the TDDC MSA must be met. If a Key Staff's experience submitted with the Respondent's offer does not clearly identify or meet the stated minimum qualifications identified in the TDDC MSA, the respondent will be given one opportunity to clarify that the qualifications have been met. If after review of the response to the clarification it is determined that the qualification still has not been met, the respondent will fail and is no longer eligible for award.

The below minimum qualifications are in addition to the TDDC MSA requirements.

1	Respondent:
2	Proposed Key Staff Name:
3	Master Agreement Classification: Business Solutions Analyst
4	Project Name:
5	Name of Company Project was completed for:
6	Project Contact Person Information:
7	Staff Start Date (MM/DD/YYYY):
8	Staff End Date (MM/DD/YYYY):
9	<input type="checkbox"/> Full-time <input type="checkbox"/> Part-time
10	Project Description:
11	Project Contract Amount:
12	Number of Internal Users:
13	Number of External Users:
14	For each requirement, check "Yes" if the total years of experience was met on this referenced project; check "No" if none of the experience was met on this referenced project; or check "Partial" if fewer than the total years of the experience was met on this referenced project. If partial or total experience was met (checked), enter the years and/or months of "Experience gained on this referenced project" and describe the Respondent's role and responsibilities performed on the project in the "Description of services provided" field.

Number	Classification	Experience Requirement	Total Years' Experience Required	Experience gained on this cited Project
1	Business Solutions Analyst	BSA must meet all the minimum requirements outlined in the DGS TDDC 5-22-70-25 MSA	Mandatory (pass/fail)	Yr.____ Mo.____
	Description of services provided on the project and how this qualification was met:			
2	Business Solutions Analyst	Certified Business Analysis Professional (CBAP®) from the International Institute of Business Analysis (IIBA) or Project Management Institute Professional in Business Analysis (PMI-PBA)	Desirable Scored (scored – 3 pts.)	Submit With Offer
	Description of services provided on the project and how this qualification was met:			
3	Business Solutions Analyst	At least seven (7) years of experience applying analytical processes on complex IT projects.	Desirable Scored (scored – 5 pts.) 7 Years	Yr.____ Mo.____
	Description of services provided on the project and how this qualification was met:			
4	Business Solutions Analyst	At least one (1) year of experience supporting government and/or nonprofit IT procurement activities.	Mandatory (pass/fail) 1 Year	Yr.____ Mo.____
	Description of services provided on the project and how this qualification was met:			
5	Business Solutions Analyst	At least three (3) years of experience supporting government and/or nonprofit IT procurement activities.	Desirable Scored (scored – 7 pts.) 3 Years	Yr.____ Mo.____
	Description of services provided on the project and how this qualification was met:			

6	Business Solutions Analyst	At least one (1) year of experience supporting the requirements of the California Project Approval Lifecycle process including PAL Stages 2, 3, or 4, in support of a complex IT project.	Mandatory (pass/fail) 1 Year	Yr.____ Mo.____
	Description of services provided on the project and how this qualification was met:			
7	Business Solutions Analyst	At least one (1) full cycle of experience supporting the requirements of the California Project Approval Lifecycle stages 2-4.	Desirable Scored (scored – 7 pts.) 1 full cycle	Yr.____ Mo.____
	Description of services provided on the project and how this qualification was met:			
8	Business Solutions Analyst	At least three (3) years of experience working with iterative or hybrid software design, development, and implementation including: <ul style="list-style-type: none"> • Developing product backlog • Defining user stories/ epics • Managing sprints • Creating themes 	Mandatory (pass/fail) 3 Years	Yr.____ Mo.____
	Description of services provided on the project and how this qualification was met:			
9	Business Solutions Analyst	Scrum certification.	Desirable Scored (scored – 3 pts.)	Submit With Offer

Attachment E3: **BUSINESS SOLUTIONS ANALYST – QUALIFICATIONS FORM**

All experience must have been completed in the United States of America. Any experience must have occurred in the last ten (10) years.

The Respondent may use multiple projects to meet the total experience required for each mandatory experience. A separate Attachment must be completed for each project used to meet the minimum mandatory requirements for each Key Staff.

Respondent is forewarned that all qualifications presented in the TDDC MSA must be met. If a Key Staff's experience submitted with the Respondent's offer does not clearly identify or meet the stated minimum qualifications identified in the TDDC MSA, the respondent will be given one opportunity to clarify that the qualifications have been met. If after review of the response to the clarification it is determined that the qualification still has not been met, the respondent will fail and is no longer eligible for award.

The below minimum qualifications are in addition to the TDDC MSA requirements.

1	Respondent:
2	Proposed Key Staff Name:
3	Master Agreement Classification: Business Solutions Analyst
4	Project Name: _
5	Name of Company Project was completed for:
6	Project Contact Person Information:
7	Staff Start Date (MM/DD/YYYY):
8	Staff End Date (MM/DD/YYYY):
9	<input type="checkbox"/> Full-time <input type="checkbox"/> Part-time
10	Project Description:
11	Project Contract Amount:
12	Number of Internal Users:
13	Number of External Users:
14	For each requirement, check "Yes" if the total years of experience was met on this referenced project; check "No" if none of the experience was met on this referenced project; or check "Partial" if fewer than the total years of the experience was met on this referenced project. If partial or total experience was met (checked), enter the years and/or months of "Experience gained on this referenced project" and describe the Respondent's role and responsibilities performed on the project in the "Description of services provided" field.

Number	Classification	Experience Requirement	Total Experience Required	Experience gained on this cited Project
1	Business Solutions Analyst	BSA must meet all the minimum requirements outlined in the DGS TDDC 5-22-70-25 MSA	Mandatory (pass/fail)	Yr.____ Mo.____
	Description of services provided on the project and how this qualification was met:			
2	Business Solutions Analyst	Certified Business Analysis Professional (CBAP®) from the International Institute of Business Analysis (IIBA) or Project Management Institute Professional in Business Analysis (PMI-PBA)	Desirable Scored (scored – 3 pts.)	Submit With Offer
	Description of services provided on the project and how this qualification was met:			
3	Business Solutions Analyst	At least seven (7) years of experience applying analytical processes on complex IT projects.	Desirable Scored (scored – 5 pts.) 7 Years	Yr.____ Mo.____
	Description of services provided on the project and how this qualification was met:			
4	Business Solutions Analyst	At least one (1) year of experience supporting government and/or nonprofit IT procurement activities.	Mandatory (pass/fail) 1 Year	Yr.____ Mo.____
	Description of services provided on the project and how this qualification was met:			
5	Business Solutions Analyst	At least three (3) years of experience supporting government and/or nonprofit IT procurement activities.	Desirable Scored (scored – 7 pts.) 3 Years	Yr.____ Mo.____

	Description of services provided on the project and how this qualification was met:			
6	Business Solutions Analyst	At least one (1) year of experience supporting the requirements of the California Project Approval Lifecycle process including PAL Stages 2, 3, or 4, in support of a complex IT project.	Mandatory (pass/fail) 1 Year	Yr.____ Mo.____
	Description of services provided on the project and how this qualification was met:			
7	Business Solutions Analyst	At least one (1) full cycle of experience supporting the requirements of the California Project Approval Lifecycle stages 2-4.	Desirable Scored (scored – 7 pts.) 1 full cycle	Yr.____ Mo.____
	Description of services provided on the project and how this qualification was met:			
8	Business Solutions Analyst	At least three (3) years of experience working with iterative or hybrid software design, development, and implementation including: <ul style="list-style-type: none"> • Developing product backlog • Defining user stories/ epics • Managing sprints • Creating themes 	Mandatory (pass/fail) 3 Years	Yr.____ Mo.____
	Description of services provided on the project and how this qualification was met:			
9	Business Solutions Analyst	Scrum certification.	Desirable Scored (scored – 3 pts.)	Submit With Offer

Attachment E4: **TECHNICAL LEAD – QUALIFICATIONS FORM**

All experience must have been completed in the United States of America. Any experience must have occurred in the last ten (10) years.

The Respondent may use multiple projects to meet the total experience required for each mandatory experience. A separate Attachment must be completed for each project used to meet the minimum mandatory requirements for each Key Staff.

Respondent is forewarned that all qualifications presented in the TDDC MSA must be met. If a Key Staff's experience submitted with the Respondent's offer does not clearly identify or meet the stated minimum qualifications identified in the TDDC MSA, the respondent will be given one opportunity to clarify that the qualifications have been met. If after review of the response to the clarification it is determined that the qualification still has not been met, the respondent will fail and is no longer eligible for award.

The below minimum qualifications are in addition to the TDDC MSA requirements.

1	Respondent:
2	Proposed Key Staff Name:
3	Master Agreement Classification: Technical Lead
4	Project Name:
5	Name of Company Project was completed for:
6	Project Contact Person Information:
7	Staff Start Date (MM/DD/YYYY):
8	Staff End Date (MM/DD/YYYY):
9	<input type="checkbox"/> Full-time <input type="checkbox"/> Part-time
10	Project Description:
11	Project Contract Amount:
12	Number of Internal Users:
13	Number of External Users:
14	For each requirement, check "Yes" if the total years of experience was met on this referenced project; check "No" if none of the experience was met on this referenced project; or check "Partial" if fewer than the total years of the experience was met on this referenced project. If partial or total experience was met (checked), enter the years and/or months of "Experience gained on this referenced project" and describe the Respondent's role and responsibilities performed on the project in the "Description of services provided" field.

Number	Classification	Experience Requirement	Total Experience Required	Experience gained on this cited Project
1	Technical Lead	Technical Lead must meet all the minimum requirements outlined in the DGS TDDC 5-22-70-25 MSA	Mandatory (pass/fail)	Yr.____ Mo.____
	Description of services provided on the project and how this qualification was met:			
2	Technical Lead	At least three (3) years of experience working within a web portal environment accessed by internal and external users that have differing access requirements.	Mandatory (pass/fail) 3 Years	Yr.____ Mo.____
	Description of services provided on the project and how this qualification was met:			
3	Technical Lead	At least two (2) years of experience supporting government and/or nonprofit IT procurement activities.	Mandatory (pass/fail) 2 Years	Yr.____ Mo.____
	Description of services provided on the project and how this qualification was met:			
4	Technical Lead	At least four (4) years of experience supporting government and/or nonprofit IT procurement activities.	Desirable Scored (scored – 10 pts.) 4 Years	Yr.____ Mo.____
	Description of services provided on the project and how this qualification was met:			
5	Technical Lead	At least one (1) year of experience supporting the requirements of the California Project Approval Lifecycle process including PAL Stages 2, 3, or 4, in support of a complex IT project.	Desirable Scored (scored – 10 pts.) 1 Year	Yr.____ Mo.____

	Description of services provided on the project and how this qualification was met:			
6	Technical Lead	At least three (3) years of experience working with iterative or hybrid software design, development, and implementation.	Mandatory (pass/fail) 3 Years	Yr.____ Mo.____
	Description of services provided on the project and how this qualification was met:			
7	Technical Lead	At least three (3) years of experience querying data from multiple sources.	Mandatory (pass/fail) 3 Years	Yr.____ Mo.____
	Description of services provided on the project and how this qualification was met:			

Attachment F: RESPONDENT REFERENCES

Respondent's Name: "Type Firm Name Here"

The Respondent above has listed you as a reference and is requesting you to complete this Respondent Reference Form.

REFERENCE INSTRUCTIONS:

Step 1: Complete Columns 1-2 in Table 2 by marking "yes" or "no" and providing an explanation if needed.

Step 2: Complete Column 2 in Table 3 by utilizing the description of ratings provided.

Step 3: At the bottom of the page, print your name, your company's name, then sign and date.

Step 4: Return the completed Respondent Reference Form to the Respondent.

TABLE 1 – Reference's Information	
(Please Note: The reference must be a client or former supervisor. The reference must not be current staff or subcontractor of the proposing firm)	
Reference Contact Name:	
Reference Company Name:	
Reference Company Address:	
Reference Project:	
Reference Project Total Dollar Value:	
Number of Internal Users under the Referenced Project:	
Number of External Users under the Referenced Project:	
Reference Phone Number:	
Reference E-mail Address:	
Summary of Services Provided by Respondent:	
Duration of Engagement:	

TABLE 2 – The Reference Must Complete This Table.

COLUMN 1	COLUMN 2
Did the Respondent perform the services described in the “Summary of Services Provided by Respondent” field above?	Did the Respondent’s Engagement with your firm last for the duration described in the “Duration of Engagement” field above?
<input type="checkbox"/> Yes <input type="checkbox"/> No (If “No”, explain here)	<input type="checkbox"/> Yes <input type="checkbox"/> No (If “No”, explain here)

TABLE 3 – The Reference Must Complete This Table.

The Reference shall rate the Respondent performance and abilities by entering a rating value (in Column 2) for each corresponding Performance and Ability Statement (listed in Column 1).

COLUMN 1	COLUMN 2
Performance and Ability Evaluation	<u>Rating Values:</u> Exceeds Expectations Meets Expectations Did not Meet Expectations Does not Apply
The Respondent provided qualified staff.	
The Respondent resolved issues in a timely manner.	
The Respondent completed the Summary of Services noted above on time.	
The Respondent completed the Summary of Services noted above within budget.	
What was your overall satisfaction with the Respondent?	

By signing this form, the Reference is certifying that all information provided on this form is correct.

Name of Reference Contact
 (print): _____

Name of Company Reference
 (print): _____

Signature of Reference
 Contact: _____

Date: _____

Attachment G: KEY STAFF REFERENCES

Respondent's Name: "Type Firm Name Here"

Respondent's Key Staff Name: "Type Your Proposed Key Staff's Name Here"

The Respondent above has listed you as a reference and is requesting for you to complete this Key Staff Reference Form.

REFERENCE INSTRUCTIONS:

Step 1: Complete Columns 1-2 in Table 2 by marking "yes" or "no" and providing an explanation if needed.

Step 2: Complete Column 2 in Table 3 by utilizing the description of ratings provided.

Step 3: At the bottom of the page, print your name, your company's name, then sign and date.

Step 4: Return the completed Key Staff Reference Form to the Respondent.

TABLE 1 – Reference's Information	
(Please Note: The reference must be a client or former supervisor. The reference must not be current staff or subcontractor of the proposing firm)	
Reference Contact Name:	
Reference Company Name:	
Reference Company Address:	
Reference Project:	
Reference Project Total Dollar Value:	
Number of Internal Users under the Referenced Project:	
Number of External Users under the Referenced Project:	
Reference E-mail Address:	
Summary of Services Provided by Respondent:	
Duration of Engagement:	

TABLE 2 – The Reference Must Complete This Table.	
COLUMN 1	COLUMN 2
Did the Respondent perform the services described in the “Summary of Services Provided by Respondent” field above?	Did the Respondent’s Engagement with your firm last for the duration described in the “Duration of Engagement” field above?
<input type="checkbox"/> Yes <input type="checkbox"/> No (If “No”, explain here)	<input type="checkbox"/> Yes <input type="checkbox"/> No (If “No”, explain here)

TABLE 3 – The Reference Must Complete This Table.	
The Reference shall rate the Key Staff performance and abilities by entering a rating value (in Column 2) for each corresponding Performance and Ability Statement (listed in Column 1).	
COLUMN 1	COLUMN 2
Performance and Ability Evaluation	<u>Rating Values:</u> Exceeds Expectations Meets Expectations Did not Meet Expectations Does not Apply
Rate the performance of the Key Staff during this engagement.	
Rate the ability of the Key Staff to perform the contractually, required work in a timely manner.	
Rate the verbal and written communication skills of the Key Staff.	
Rate the ability of the Key Staff to engage in positive working relationships with other coworkers.	
Rate the knowledge of the Key Staff in the required areas of expertise.	

By signing this form, the Reference is certifying that all information provided on this form is correct.

Name of Reference Contact
 (print): _____

Name of Company Reference
 (print): _____

Signature of Reference
 Contact: _____

Date: _____

Attachment H: UNDERSTANDING & APPROACH

The Respondent must provide a narrative, not to exceed twenty (20) pages in length describing their understanding as it relates to the information contained in the SOW and understanding and approach table below.

The narrative should include, and be limited to, one (1) example per line item pertaining to an IT project created for a government or nonprofit entity. If an example is requested in addition to the narrative, the example will not count toward the twenty (20) page limit.

Item #	Understanding and Approach	Max Points
1.	Describe your firm's experience with, and strategy for, performing business analysis, project management planning, technical/business architecture analysis, and risk and issue identification.	100
2.	Describe your firm's experience and strategy for conducting interviews, collecting relevant project documentation, recording business process and capability models, defining functional (business and technical) and non-functional requirements, as well as transitional requirements for an IT project. Please include details on methodologies, best practices, standards, and software tools utilized in this process.	100
3.	Describe your firm's experience in assessing vendors and solutions for the development of web-based solutions, encompassing aspects such as user interface design, database integration, data manipulation, and support for multiple access levels. Provide an example highlighting the collection, integration, and processing of data between partner systems.	100
4	Describe your approach to providing independent perspective (i.e. structuring feedback and evaluations) on vendor provided information as part of alternatives analysis or procurement design activities.	100
5	Describe your approach to developing an organizational change management roadmap for a complex IT project that involves integrating data from multiple systems and supporting clients.	100
6	Describe your firm's experience and approach with facilitating the development of procurement documents, managing the procurement process, and knowledge of state informational management manual (SIMM) guidelines, and contract negotiations.	100

Attachment I: FEDERAL DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION CERTIFICATION (This Certification is required for both Prime and Subcontractors)

Federal Requirement

Respondents are required to provide the following Certification to the agency before award of a purchase order or agreement using federal funds. This Certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 2 Code of Federal Regulations § 180.5 et seq., Participants; responsibilities. The regulations were published as part of Volume 85, Number 157 of the Federal Register dated August 13, 2020 (pages 49506-49582). This certification is required for both prime and subcontractors. Prime contractors and subcontractors shall hereafter be referred to as “Prospective Recipient(s).”

Present Status

The Prospective Recipient(s) of federal assistance funds certifies, by submission of this signed Certification, 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.

Attach Explanation

Where the Prospective Recipient(s) of federal assistance funds is unable to certify to any of the statements in this Certification, such Prospective Recipient(s) shall attach an explanation to this Certification.

Instructions for Certification

BEFORE COMPLETING CERTIFICATION, READ THE FOLLOWING INSTRUCTIONS THAT ARE AN INTEGRAL PART OF THE CERTIFICATION.

By signing and submitting this Certification, the Prospective Recipient(s) of federal assistance funds is providing the representations as set out below.

This Certification is a material representation of fact upon which reliance was placed when this transaction was entered. If it is later determined that the Prospective Recipient(s) 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.

The Prospective Recipient(s) of federal assistance funds shall provide immediate written notice to the person to whom this Certification is submitted if at any time the Prospective Recipient(s) of federal assistance funds learns that its Certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily exclude,” as used in this clause, have the meanings set out in the Definitions and Coverage sections contained in Title 2 Code of Federal Regulations Part 180.

The Prospective Recipient(s) of federal assistance funds agrees by submitting this Certification that, should the proposed covered transaction be entered, it shall not, knowingly enter 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.

The Prospective Recipient(s) of federal assistance funds further agrees by submitting this certification 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.

A participant in a covered transaction may rely upon the 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.

Nothing contained in the foregoing shall be construed to require establishment of a system of records 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.

Except for transactions authorized under paragraph five (5) of these instructions, if a participant in a covered transaction knowingly enters 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.

Respondent Company Name:

Name and Title of Authorized Representative:

Signature: _____

Date: _____

Attachment J: COMMERCIALLY USEFUL FUNCTION CERTIFICATION

All new and renewing Small Business (SB) and Disabled Veteran Business Enterprise (DVBE) applicants must include this completed Commercially Useful Function (CUF) Certification with their submittal.

All certified Small Business, Microbusiness, and/or DVBE contractors, subcontractors or suppliers must meet the commercially useful function requirements under Government Code § 14837(d)(4) (for SB) and/or Military and Veterans Code § 999(b)(5)(B) (for DVBE).

Please answer the following questions, as they apply to your company for goods and services being acquired in this RFO.

Respondent Name:

Subcontractor Name (submit one form for each SB/DVBE (prime and/or subcontractor(s):

Mark all that apply: DVBE ☐ Small Business ☐ Micro Business: ☐

1.	<p>a) The Respondent has indicated on the Bidder Declaration form1 (GSPD-05-105 or GSPD-05- 106) or within the Confirmation Letter/Form (signed by the Respondent and the subcontractor) that the following goods and/or services will be provided by the SB or DVBE company in relation to the scope of work (e.g. training, transportation, installation, ordering, delivery, etc.).</p> <p>b) Are the goods/services the Respondent is providing described in the scope of work and/or considered to be distinct elements of the contract work?</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>
2.	<p>On the Bidder Declaration form (GSPD-05-105 or GSPD-05-106) or within the Confirmation Letter/Form (signed by the prime and the subcontractor) does the Respondent commit to its obligation to actually performing, managing, and/or supervising the work?</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>
3.	<p>Describe the supporting documentation either provided by the Respondent (Bidder's Declaration, Confirmation Letter/Form, Std. Form 843) or from additional research (certifications, resumes, UNSPSC, website, marketing research, etc.) below that supports the Respondent is performing work that is normal for its business services and functions (Attach supporting documents).</p> <p>Based on the information above, do the goods/services listed in question #1 appear to be consistent with this Respondent's normal activities?</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>

4.	<p>a) If this is a SERVICE with NO goods involved, check N/A and go to #5. If Goods are involved, proceed to b).</p> <p>b) Will the Respondent provide products, inventories, materials and supplies required for the contract as well as perform ALL of the following duties related to the distinct element of work as stated in question #1?</p> <ol style="list-style-type: none"> 1. Negotiating price 2. Determining quality and quantity 3. Ordering 4. Making payment 5. Installing (if applicable) 	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p> <p>N/A <input type="checkbox"/></p>
5.	<p>a) Is this Respondent a Prime performing all of the work? If “Yes”, check the box and complete determine compliance If “No”, proceed to question b)</p> <p>b) Based on the percentage of goods or services that will be subcontracted as stated on the Bidders Declaration and/or Confirmation Letter/Form, is this amount normal per industry standards?</p>	<p>Yes <input type="checkbox"/></p> <p>No <input type="checkbox"/></p>

The Respondent must provide a written statement below detailing the role, services and goods the subcontractor(s) will provide to meet the commercially useful function requirement. At the State’s option prior to award, Respondents may be required to submit additional written clarifying information.

By signing this form, the undersigned Respondent certifies that the Certified Small Business or DVBE satisfies the Commercially Useful Function requirement, and will provide the role, services, and/or goods stated above.

Respondent Signature:

Respondent Printed/Typed Name
and Title:

Attachment K: IRAN CONTRACTING ACT

(This Certification is required for both Prime and Subcontractors)

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

[DGS Procurement Division Iran Contracting Act List \(https://www.dgs.ca.gov/-/media/Divisions/PD/PTCS/OPPL/Iran-Contracting-Act-List.pdf?la=en&hash=71776438AADF114D952082668B1D6A0AEED31C2B\)](https://www.dgs.ca.gov/-/media/Divisions/PD/PTCS/OPPL/Iran-Contracting-Act-List.pdf?la=en&hash=71776438AADF114D952082668B1D6A0AEED31C2B)

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

OPTION #1 - Certification

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

Respondent Name/Financial Institution (Printed)		Federal ID Number (or n/a)	
By (Authorized Signature)			
Printed Name and Title of Person Signing			
Date Executed		Executed in	

credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

OPTION #2 – Exemption

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

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

Respondent Name/Financial Institution (Printed)	Federal ID Number (or n/a)
By (Authorized Signature)	
Printed Name and Title of Person Signing	Date Executed

Attachment L: CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

(This Certification is required for both Prime and Subcontractors)

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

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts over \$100,000 executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (§ 51 of the Civil Code) and the Fair Employment and Housing Act (§ 12960 of the Government Code); and

2. EMPLOYER DISCRIMINATORY POLICIES: For contracts over \$100,000 executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (§ 51 of the Civil Code) or the Fair Employment and Housing Act (§ 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		
Date Executed	Executed in the County and State of	

Attachment M: CDSS CERTIFICATION REGARDING LOBBYING

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

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 making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

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 of the United States Government, 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, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" (Attachment M1 of this RFO) in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontractors, sub grants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all sub recipients 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 § 1352, Title 31, U.S.C., 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.

Name of Respondent

Printed Name of Person Signing for
Respondent

Contract / Grant Number

Signature of Person Signing for
Respondent

Date

Title

Attachments M1-S:

Links to documents are included below.

Disclosure of Lobbying Activities , SF-LLL, Attachment M1
Bidder Declaration, GSPD-05-105 , Attachment N.
Payee Data Record, STD. 204 , Attachment O.
Disabled Veterans Business Enterprise claimed? If yes completed DVBE Declarations, STD. 843 Certification , Attachment P.
Secretary of State Certification Submit your SOS Certification from the SOS website, Attachment R.

Attachment U: TEMPLATE FOR QUESTION SUBMISSION

Respondents must use this form when submitting questions to the Procurement Official listed in Section 1, II, Procurement Official. Questions received in another format will not be accepted. Questions received after the Deadline to Submit Questions Key Action date will not be accepted. Instructions for submission are as follows:

Name of Respondent – Provide the name of the firm.

Contact Person – Provide the name of the persons to contact if the State needs clarification about the question.

Contact Email and Phone # – Provide the email and phone number (including area code) for the listed contact person.

Q # – Sequentially number each question, always starting at one (1) for each submission.

Section/Document(s) – Identify the section or document the request pertains to, such as “Section 5.4, Sales Tax.”

Page # – Identify the page number of the section/document name or title the question pertains to.

Question – Write the question in this column.

Expand or reduce the number of rows to accommodate the number of questions to be submitted.

Question Submittal Form

Respondent Question Form

Name of Primary Respondent:

Contact Person:

Contact Email and Phone Number:

Q #	Section/Document(s)	Page #	Question
1			
2			
3			

Respondent Question Form

Name of Secondary Respondent:

Contact Person:

Contact Email and Phone Number:

Q #	Section/Document(s)	Page #	Question
1			

2			
3			

SECTION 2: CONTRACT EXHIBITS

EXHIBIT A – Statement of Work (SOW)

This SOW describes the services to be provided by Contractor for CDSS's Childcare Connect Technical Consulting Services. This SOW is governed by and incorporates by reference the terms and conditions of the Contractor's (TDDC MSA) Agreement.

I. BACKGROUND AND PURPOSE

CDSS' role in the administration of child care and nutrition programs was transformed by the Early Childhood Development Act of 2020 (Senate Bill (SB) 98, Chapter 24, Statutes of 2020 SEC. 86. Part 1.7). This act authorized the transfer of Childcare and Development (CCD) programs administered by the California Department of Education (CDE) to the CDSS effective July 1, 2021. As a result of the transition, CDSS became the lead agency in California responsible for the administration of the federal Childcare and Development Fund (CCDF). The federal Childcare and Development Fund (CCDF) is an aggregate of several funding sources that is distributed in block grants by the federal government to the states and territories. In total, CDSS administers 16 childcare programs with CCDF funding, along with the CalWORKs Stage One childcare program that is funded by the federal Temporary Assistance for Needy Families (TANF) program, and the Emergency Childcare Bridge Program (Bridge Program).

The Early Childhood Development Act of 2020 presents numerous business problems to CDSS associated with Federal and State childcare consumer education mandates. If CDSS does not fulfill Federal requirements, there is a risk of funding penalties every fiscal year they are not met. Additionally, CDSS is currently at risk of corrective action by the Legislature because requirements under AB 2960 (statutes of 2018) have not been met and the deadline to meet them was June 30, 2022.

The Childcare Connect solution, as per the project's approved California Department of Technology (CDT), Project Approval Lifecycle (PAL) Stage 1 Business Analysis (S1BA), will post on the department's Internet Web site, for use by the general public, providers, and parents of eligible children an online portal for the state's comprehensive child care and development services in order to meet federal and state child care consumer education requirements.

As a part CDSS's new role as lead agency for the CCDF, CDSS is responsible for fulfilling consumer education regulatory requirements within the CCDBG Act of 2014 and the CCDF final rule at 45 C.F.R. 98.33. The requirements cover a wide range of topics to aid the public in becoming informed about the childcare services provided in California through CCDF funding. Specifically, this project aims to meet the requirements in 45 C.F.R. 98.33 (a), (b), and (e). The main requirements are broken into State-Level information and Provider-Level information. The required state level information includes:

1. Contact Information for Lead Agency
2. Information about local childcare resource and referral services
3. Plain language description of childcare licensing requirements and processes
4. Annual reporting of numerous key performance indicators

5. The required provider level information includes:
6. Zip-code based childcare provider search.
7. Provider quality rating
8. Timely posting of provider-specific monitoring and inspection reports for licensed childcare providers
9. Information about the availability of the full diversity of childcare services to promote informed parental choice.
10. Additionally, the information must be provided in multiple languages, in a format that supports individuals with disabilities, and written in plain English.

Under the Early Childhood Development Act of 2020, CDSS also inherited responsibility for meeting childcare consumer education requirements set out in AB 2960 (Statutes of 2018). California Assembly Bill (AB) 2960 passed in September 2018, creating a legislative mandate to ensure that parents and families have access to timely, accurate information about childcare programs and how to enroll their children. To accomplish this, AB 2960 requires the launch of an online and public Consumer Education portal for California's comprehensive childcare services on or before June 30, 2022. CDSS currently does not meet the requirements of AB 2960. Specifically with AB 2960, CDSS must make available to the public, at a minimum, the following information:

1. Information on CCD programs and eligibility requirements.
2. The opportunity to connect with local Resource and Referral (R&R) agencies.
3. The opportunity to connect with local CCD providers.
4. The ability to use an online eligibility screening tool to assess eligibility for CCD services.
5. A way to connect with Alternative Payment Providers (APPs) to help with assessing and selecting childcare options; and
6. Access to placement on waiting lists for subsidized childcare programs.

II. CURRENT BUSINESS PROCESS AND BACKGROUND

California is home to approximately 2.4 million children under age five and has a complex, mixed-delivery system for providing childcare and nutrition programs. These programs are funded by a variety of sources, administered by multiple state and local agencies. Services are delivered by a diverse set of licensed home, center, and school-based contractors, as well as thousands of license exempt individuals and non-profit centers for care.

Under the Early Childhood Development Act, CDSS inherited responsibility for meeting child care consumer education requirements set out in AB 2960 created a legislative mandate to ensure that parents and families have access to timely, accurate information about childcare programs, connection to local supports, access to waiting lists for subsidized programs, and an online eligibility screening tool.

CDSS is the lead agency in California responsible for the administration of the federal Childcare and Development Fund (CCDF). The federal Childcare and Development Fund (CCDF) is an aggregate of several funding sources that are distributed in block grants by the federal government to the states and territories. The CDSS Childcare and Development Division (CCDD) administers numerous childcare subsidies programs that serve over 290,000 children. CDSS is also tasked with regulatory enforcement and

licensing of about 40,000 childcare facilities that offer over one million childcare slots in California.

Childcare and Development Division (CCDD)

CCDD was created to ensure successful administration, planning, policy direction, oversight, and implementation of the CDSS' CCDF funded programs. These include programs that provide a variety of state-subsidized childcare services, quality improvement plan activities, and local childcare and developmental informed programs and policies. Most programs CCDD administers are implemented through contracts with local agencies (CDSS childcare contractors) in California's 58 counties such as, Alternative Payment Programs (APPs), Resource and Referral agencies (R&Rs), Local Childcare and Development Planning Councils (LPCs), and other agencies to support this administration. CCDD also provides technical assistance and support to counties, contractors, and stakeholders. Examples of subsidized and general childcare and development programs CDSS administers includes:

CalWORKs Childcare

County Welfare Departments (CWDs) are responsible for administering the entire CalWORKs program. CalWORKs is a welfare program that gives cash aid and services to eligible needy California families in all fifty-eight (58) counties in the state. CalWORKs has a childcare program that is administered in three (3) stages.

CalWORKs Stage 1

Counties are responsible for administering Stage 1, although some contract out the responsibility to Alternative Payment Programs (APPs). Stage 1 childcare is a CalWORKs supportive service that begins when a family receives cash aid. CalWORKs clients may be served in Stage One until the county determines that the family situation is stable.

CalWORKs Stage 2

Stage 2 is childcare administered through APPs. CalWORKs families are transferred into Stage 2 when the CWD deems the family to be stable. Participation in Stage 1 and/or Stage 2 is limited to two years after the family stops receiving a CalWORKs grant.

CalWORKs Stage 3

Stage 3 is childcare administered through APPs. A family can move to this stage when it has exhausted its two-year limit in Stage 1 and/or Stage 2 (referred to as timing out), and for as long as the family remains otherwise eligible for childcare programs.

Emergency Child Care Bridge Program for Foster Children

The Bridge Program provides a time-limited childcare subsidy and support for eligible resource families and foster children in participating counties.

Alternative Payment Programs (CAPP)

Alternative payment programs use federal and state funding to provide vouchers for eligible low-income families. Alternative Payment Program agencies help families

enrolled in CalWORKs Child Care or CAPP arrange child care services and makes payment for those services directly to the child care provider selected by the family.

Migrant Alternative Payment Programs (CMAP)

The Migrant Alternative Payment Program (CMAP) issues vouchers to eligible, migrant families that can be used to purchase childcare and development services with childcare providers throughout California's central valley. This program provides services for children birth through 12 years of age, and for older children with exceptional needs. Funding for services follows families as they move from place to place for agricultural work.

General Childcare and Development (CCTR)

General Childcare and Development Programs, including CCTR and Family Childcare Home Education Networks, are state and federally funded programs that use centers and family childcare home networks operated or administered by either public or private agencies and local educational agencies. These contractors provide child development services for children from birth through 12 years of age and older children with exceptional needs as well. These programs provide an educational component that is developmentally, culturally, and linguistically appropriate for the children served. The programs also provide meals and snacks to children, parent education, referrals to health and social services for families, and staff development opportunities to employees.

Migrant Childcare and Development Programs (CMIG)

Migrant Childcare and Development Programs use centers and family childcare home networks operated or administered by either public or private agencies and local educational agencies. These programs provide childcare and development services for children from birth through 12 years of age and older children with exceptional needs. These programs provide care that is culturally, linguistically, and developmentally appropriate for the children served. The programs also provide meals and snacks to children, parent education, referrals to health and social services for agricultural families, and staff development opportunities to employees.

Childcare Resource and Referral Agencies (R&R)

R&Rs provide direct service to contractors and families. There are sixty-eight (68) county-based programs that are run by government organizations as well as nonprofit agencies. They are funded annually. They are funded through federal and state funding. They have several reporting requirements; many have multiple programs that report information back to the state. There is a coordinating agency that is called the California Resource and Referral Agency Network. This agency supports some of the work as a funding channel and one of the main sources for professional development to the county leads.

Local Childcare and Development Planning Councils (LPC)

The primary mission of the LPCs is to plan for childcare and development services based on the needs of families in the local community. LPCs are intended to serve as a forum to address the childcare needs of all families in the community for all types of

childcare, both subsidized and non-subsidized. There are currently LPCs representing each county in California.

The Community Care Licensing Division (CCLD)

The CDSS CCLD is dedicated to promoting the health, safety, and quality of life of Californians in community care facilities, such as Childcare, Children's Residential, Adult, Senior Care, Continuing Care, and Home Care Services through the administration of an effective and collaborative regulatory enforcement system. This is accomplished by promoting strategies to increase voluntary compliance; providing technical assistance and consultation with care providers; working collaboratively with stakeholders; training staff in all aspects of the licensing process; educating the public; and promoting continuous quality improvement.

The Childcare Licensing Program provides oversight and enforcement for nearly 41,000 licensed Childcare Centers and Family Childcare Homes, which provide over a million childcare spaces located throughout California. The Childcare Licensing Program provides this oversight through the 20 Regional Offices across California.

Goals and Objectives

Several CCDF consumer education regulatory requirements are targeted towards transparency of CCLD operations. These include, but are not limited to publishing facility monitoring reports, listings of licensed childcare providers, transparency of the State's childcare background check process, and aggregate data reporting. Currently, access to this information is available through multiple websites. CDSS intends to explore the centralization of this information as a part of PAL Stage 2. Centralizing this information in one solution will improve user experience and ensure a unified source of truth for the public.

Currently, there is no singular Statewide direct connection for families to APPs, which can slow down access to subsidies. Also, while each APP has a waitlist process, there is no singular Statewide process to gain access to a waitlist. Additionally, there is currently no statewide online screening tool to assess eligibility for CCD services.

The efforts of this project will result in a consolidation of data from these sources and will provide access to information currently not available to the State. This expanded and centralized set of data will be instrumental for data driven decision making, public transparency, and consumer education.

III. DESCRIPTION OF DELIVERABLES / TASKS

For this Agreement the Contractor shall provide skilled IT consultant services to CDSS in support of the Childcare Connect project through planning activities necessary to complete CDT PAL Stage 2 Alternatives Analysis, CDT PAL Stage 3 Solution Analysis, and CDT PAL Stage 4 Project Readiness and Approval. The Contract shall be a fixed-price deliverables-based Agreement and performance of deliverables shall be managed by CDSS through Deliverable Expectation Documents (DEDs), Deliverable Acceptance Documents (DADs), and if necessary Work Order Authorizations (WOAs).

For a list of deliverables and tasks refer to EXHIBIT C – Deliverables & Tasks

A. Work Products Format

All Contractor work products shall be provided in a format compatible with the CDSS standard applications. In all cases, the Contractor shall verify application compatibility with the CDSS Contract Manager prior to creation or delivery of any electronic documentation. Any deviations to CDSS standards shall be approved by CDSS Information Systems Division (ISD) and Information Security Office (ISO).

All work products shall utilize CDSS branded and Childcare Connect project branded templates only.

Hardcopy work products shall be on standard 8 ½" x 11" paper. Electronic versions shall be stored in a State designated central repository and remain the sole property of the State. The delivery media shall be compatible with the State storage devices.

All deliverable items shall meet WCAG 2.1 standards and be compliant with the Unruh Civil Rights Act (Cal. Civil Code § 51 et seq.), Government Code § 11135 et seq., and § 508 and with the Americans with Disabilities Act (ADA) guidelines for accessibility.

B. Media and Number of Copies

Submit work product to the following address:

Email addresses: <To be completed upon Agreement award>

Attention: <CDSS ISD Contract Manager or Designee>

IV. WORK LOCATION AND AVAILABILITY

Contractor is expected to attend project meetings during normal business hours of 8:00 AM through 5:00 PM Pacific standard time, excluding State holidays. While the bulk of the work may be completed virtually there will be one (1) in person meeting that the contractor is expected to attend on a quarterly basis. Any in person meetings will be held at the location specified below.

The primary Work Location shall be any CDSS approved telework locations, or at:

CDSS Headquarters

744 P Street

Sacramento, CA 95814

V. TERM AND AMENDMENT

This Agreement's term is identified in Section 2 of the STANDARD AGREEMENT, TECH 213.

The Agreement may be amended, consistent with the terms and conditions of the Agreement, and by mutual consent of both parties, subject to approval by the CDT Office of Statewide Technology Procurement under Public Contract Code (PCC) § 12100. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved by oversight agencies if required. No oral understanding not incorporated in the Agreement is binding on any of the parties. At CDT's discretion, the Agreement may also be amended to add additional time.

VI. KEY STAFF QUALIFICATIONS

For the duration of the Agreement, the Key Staff shall meet all Mandatory Qualifications (MQs) as described herein. Refer to the original RFO Key Staff Qualification Instruction (Attachment E) and Key Staff Qualifications (Attachments E1-E4) for additional instruction relating to Key Staff.

A. Project Manager Qualifications

Qualification Number	Qualification Details	Scoring
1	PM must meet all the minimum requirements outlined in the DGS TDDC 5-22-70-25 MSA	Mandatory (pass/fail)
2	At least five (5) years of PM experience working with government and/or nonprofit entity.	Desirable Scored (scored – 10 pts.) 5 Years
3	At least three (3) years of PM experience must have been in a lead capacity with government and/or control agencies performing facilitation of discovery with stakeholders and alternative IT software solution comparisons and proposals.	Desirable Scored (scored – 10 pts.) 3 Years
4	At least one (1) year of experience supporting the requirements of the California Project Approval Lifecycle process including PAL Stages 2, 3, or 4, in support of a complex IT project or federal/state feasibility study. Alternatively, if experience provided was not in PAL provide a narrative showing the similar planning process as it relates to the phases of PAL.	Mandatory (pass/fail) 1 Year
5	At least one (1) full cycle of experience supporting the requirements of the California Project Approval Lifecycle Stages 2-4.	Desirable Scored (scored – 10 pts.) 1 full cycle

B. Business Solutions Analyst Qualifications

Qualification Number	Qualification Details	Scoring
1	BSA must meet all the minimum requirements outlined in the DGS TDDC 5-22-70-25 MSA	Mandatory (pass/fail)
2	Certified Business Analysis Professional (CBAP®) from the International Institute of Business Analysis (IIBA) or Project Management Institute Professional in Business Analysis (PMI-PBA)	Desirable Scored (scored – 3 pts.)
3	At least seven (7) years of experience applying analytical processes on complex IT projects.	Desirable Scored (scored – 5 pts.) 7 Years
4	At least one (1) year of experience supporting government and/or nonprofit IT procurement activities.	Mandatory (pass/fail) 1 Year
5	At least three (3) years of experience supporting government and/or nonprofit IT procurement activities.	Desirable Scored (scored – 7 pts.) 3 Years
6	At least one (1) year of experience supporting the requirements of the California Project Approval Lifecycle process including PAL Stages 2, 3, or 4, in support of a complex IT project.	Mandatory (pass/fail) 1 Year
7	At least one (1) full cycle of experience supporting the requirements of the California Project Approval Lifecycle stages 2-4.	Desirable Scored (scored – 7 pts.) 1 full cycle
8	At least three (3) years of experience working with iterative or hybrid software design, development, and implementation including: <ul style="list-style-type: none"> • Developing product backlog • Defining user stories/ epics • Managing sprints • Creating themes 	Mandatory (pass/fail) 3 Years
9	Scrum certification.	Desirable Scored (scored – 3 pts.)

D. Technical Lead Qualifications

Qualification Number	Qualification Details	Scoring
1	Technical Lead must meet all the minimum requirements outlined in the DGS TDDC 5-22-70-25 MSA	Mandatory (pass/fail)
2	At least three (3) years of experience working within a web portal environment accessed by internal and external users that have differing access requirements.	Mandatory (pass/fail) 3 Years
3	At least two (2) years of experience supporting government and/or nonprofit IT procurement activities.	Mandatory (pass/fail) 2 Years
4	At least four (4) years of experience supporting government and/or nonprofit IT procurement activities.	Desirable Scored (scored – 10 pts.) 4 Years
5	At least one (1) year of experience supporting the requirements of the California Project Approval Lifecycle process including PAL Stages 2, 3, or 4, in support of a complex IT project.	Desirable Scored (scored – 10 pts.) 1 Year
6	At least three (3) years of experience working with iterative or hybrid software design, development, and implementation.	Mandatory (pass/fail) 3 Years
7	At least three (3) years of experience querying data from multiple sources.	Mandatory (pass/fail) 3 Years

VII. CONTRACTOR REQUEST TO REPLACE KEY STAFF

The Contractor shall not add and/or substitute Key Staff without the prior written consent of the CDSS Contract Manager. CDSS's consent shall not be unreasonably withheld.

The Contractor shall make every reasonable effort to provide suitable substitute Key Staff. The additional and/or substitute Key Staff shall meet all the TDDC MSA requirements for the proposed classification and shall be approved in writing by the CDSS Contract Manager prior to Key Staff commencing work.

The Contractor shall submit to CDSS an Add, Delete or Substitute Personnel Request Form (provided by CDSS), Key Staff Qualifications, and Key Staff References of any additional and/or replacement staff that meets or exceeds all mandatory qualifications for the TDDC MSA Classification and the mandatory qualifications per Section VI above to the CDSS Contract Manager, or his or her designee, for review and approval.

Within ten (10) business days after receipt of the Add, Delete or Substitute Personnel Request Form and Key Staff Qualifications, the CDSS Contract Manager must approve or reject the proposed additional and/or replacement Key Staff. The State may require that proposed additional and/or replacement Key Staff be interviewed prior to CDSS's approval.

Addition and/or substitution of Key Staff cannot increase the total cost of this Agreement.

VIII. STATE REQUEST TO REPLACE KEY STAFF

The State reserves the right to require the Contractor to replace Key Staff at any time. Such right will not be exercised unreasonably. The State will notify the Contractor in writing when exercising that right and will provide the Contractor with the reason for requiring the replacement. If a Key Staff is removed from the project, the Contractor shall have fourteen (14) calendar days from the date of removal to find a replacement for approval by the State and must follow the Key Staff Replacement procedure as provided herein. Unless agreed to otherwise by the Contract Manager or designee, a Key Staff position may not be vacant for more than thirty (30) calendar days. Any period longer than thirty (30) calendar days may be considered a material breach of the Contract.

Replacement Key Staff shall be subject to fingerprinting and background check pursuant to Section IX and will participate in an interview.

IX. FINGERPRINTING/CRIMINAL CONVICTION HISTORY SCREENING

- A. All Contractor Key Staff must undergo a background check, including fingerprinting and criminal history screening, at the expense of CDSS. This background investigation check must be favorably adjudicated prior to commencement of work by each Key Staff member. The CDSS has the legal and fiduciary responsibility to utilize and safeguard the State's assets, including its data assets, and financial information. Contractor Key Staff may have access to these assets and information; thus, it is imperative that all personnel be prescreened for criminal convictions.

- B. The State reserves the right to require that the Contractor replace Key Staff possessing a conviction, within the last ten (10) years from the date of performing work under this Contract, for a crime which has a reasonable nexus to the functions or duties of the position, or the information or data to which the Key Staff will have access, where that conviction was not judicially dismissed or ordered sealed, expunged, or statutorily eradicated.
- C. The CDSS reserves the right to require a full fingerprinting and background check when the CDSS deems it is reasonably feasible to do so.

X. FORM 700 STATEMENT OF ECONOMIC INTERESTS

Each Contractor Key Staff shall submit a completed Statement of Economic Interests, Form 700 in accordance with California Health and Human Services Conflict of Interest Code, at the start of the Agreement, and on an annual basis as applicable, and within thirty (30) days of completion of this Agreement. <http://www.fppc.ca.gov/Form700.html>.

XI. ROLES AND RESPONSIBILITIES OF PARTIES

A. Contractor Roles and Responsibilities

- 1. The Contractor shall: Comply with all applicable CDSS, State policies, procedures, guidelines, and templates, including, provisions of GSPD 401-IT (revised and effective 6/21/22) and of their TDDC MSA contract.
- 2. Protect all confidential information. Criminal offender record information is confidential information and is protected from unauthorized disclosure pursuant to Penal Code § 11142.
- 3. Acknowledges that in accordance with the CDSS Acceptable Use Security Policy, Contractor Key Staff authorized to use State government-owned or leased equipment or facilities shall read the CDSS Information Security Handbook and provide CDSS with a signed CDSS Information Security Acknowledgement for Affiliates form (GEN 1380A).
- 4. Provide CDSS at least one (1) alternative way to get in touch with Contractor, such as mobile phone, during work hours.
- 5. Provide CDSS continuous progress updates on all quality and performance measurements of assigned activities as measured against project objectives.
- 6. Attend and participate in all mandatory meetings.
- 7. Completion of Deliverable Expectation Documents by the agreed upon due dates.
- 8. Pursuant to Title 11 of the California Code of Regulations § 708, Contractor shall destroy any print-out which includes criminal offender records once it no longer serves the function or purpose for which the printout was produced.
- 9. Contractor, and its employees, agents, or subcontractors, shall not access or use data of the Department of Justice (DOJ) criminal offender records contained in the CDSS adaptable database, the California Department of Technology mainframe, or the DOJ system, except as necessary for the performance of services of this Agreement, and only after receiving a clearance through a criminal records background check. No work may be commenced which involves accessing criminal offender record information until CDSS notifies the Contractor that the proposed employee or subcontractor has received a criminal record clearance. (11 CCR § 707). The Contractor shall ensure that individuals working for or on behalf of the

Contractor are fingerprinted and background checked in a manner specified by the CDSS prior to access to any criminal offender record information.

10. Contractor and its employees, agents, or subcontractors, shall not access or use the Internal Revenue Service (IRS) Federal Tax Information (FTI) data per IRS Publication 1075, § 5.6 Human Services Agencies -IRC 6103(I)(7), “No officer or employee of any federal, state, or local agency administering certain programs under the Social Security Act, the Food Stamp Act of 1977, or Title 38, United States Code, or certain housing assistance programs is permitted to make further disclosures of FTI for any purpose. Human services agencies may not contract for services that involve the disclosure of FTI to contractors.”
11. Prior to expiration of the Agreement, the Contractor shall return all CDSS property, including, but not limited to, security badges.
12. Where applicable, the Contractor shall comply with California Government Codes §7405 and §111,35, including meeting the requirements of the Web Content Accessibility Guidelines 2.0, or a subsequent version, published by the Web Accessibility Initiative of the World Wide Web Consortium at minimum Level AA success criteria.
13. California Civil Rights Law Compliance Nondiscrimination Clause:
 - i. During the performance of this Contract, the recipient, Contractor, and its subcontractors shall not deny the Contract’s benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
 - ii. Contractor shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, §§ 11135- 11139.5), and the regulations or standards adopted by the CDSS to implement such article.
 - iii. Contractor or recipient shall permit access by representatives of the California Civil Rights Department and the CDSS upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours’ notice, to such of its books, records, accounts, and all other sources of information and its facilities as CDSS shall require to ascertain compliance with this clause.
 - iv. Recipient, Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
 - v. The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

- vi. The Contractor certifies that throughout the term of this Agreement that it shall be in compliance and remain in compliance at all times with California Public Contract Code § 1029.35 and 10295.3.
14. Contractor, and its employees, agrees to comply with CDSS Confidentiality and Information Security Requirements located in Exhibit E1.

XII. CDSS Roles and Responsibilities

1. The CDSS shall provide required State staff, information, data and documentation to facilitate the Contractor's performance of work as follows:
2. CDSS shall provide access to State facilities as needed. CDSS shall provide the Contractor all applicable policies and procedures regarding access to and the use of the State facilities.
3. CDSS Technical and Program staff shall provide necessary input, reviews, and feedback on deliverables created by the Contractor to ensure that deliverables are aligned to CDSS's expectations and requirements.
4. CDSS shall provide all additional information regarding the business structure or technical requirements necessary for Contractor to perform services under this Agreement.
5. CDSS shall identify, provide, and coordinate meetings with State technical staff, county staff, contacts from other State agencies, and stakeholders as appropriate to facilitate participation, as deemed necessary by the CDSS.
6. CDSS shall review and, as appropriate, accept or reject deliverables the Contractor produces.
7. CDSS shall provide technical staff to work in tandem with Contractor staff.

XIII. UNANTICIPATED TASKS

The Contractor may, by written WOA, be asked to perform unanticipated tasks, work that was wholly unanticipated and is not specified in the SOW, but which, in the opinion of both parties, is necessary to successfully accomplish the general scope of work.

The State intends to set aside ten percent (10%) of the base contract to be used for payment of unanticipated tasks. These funds may be used at the State's discretion. Unanticipated Tasks will be contracted for on an as-needed basis and shall be optional throughout the term of the Agreement. For each item of unanticipated work not specified in the SOW, a WOA will be prepared in accordance with the sample attached as EXHIBIT A5 - Work Order Authorization.

All WOAs shall be in writing and signed by the Contractor and the State prior to beginning work. The Contractor cannot perform work unless the work is identified in an approved WOA.

Each WOA shall consist of a detailed statement including justification of the need for the wholly unanticipated work, a description of the work to be accomplished by contractor, the job classification or approximate skill level of the personnel to be made available by the contractor, an identification of all significant material to be developed by the contractor and delivered to the State, an identification of all significant material to be delivered by the State to the contractor, an estimated time schedule for the provision of the work by the contractor, completion criteria for the work to be performed, the name or identification of the contractor personnel to be assigned, the contractor's estimated work hours per person and estimated subtotal of rates and charges per deliverable(s), work

product(s), and service(s) required to accomplish the work, and the contractor's estimated total cost of the WOA.

The Contractor shall base prices for WOAs on reasonable costs to be incurred to effect the change at the hourly rates in EXHIBIT B – COST WORKSHEET, Cost Worksheet. The total cost set forth in a WOA shall not be exceeded by the Contractor for the services and work products set forth in that WOA. The number of hours and cost for Contractor staff roles may be redirected to other Contractor staff roles with the State's prior written approval as long as the total cost for the WOA is not exceeded.

A WOA may only be amended in writing and by mutual consent of both Parties. If at any time the Contractor anticipates the level of effort to complete a WOA will be greater than as described in the executed WOA, the Contractor shall immediately notify the State. If the State agrees that additional effort and time is warranted, the WOA will be amended to reflect the agreement of both Parties.

The State, in its sole discretion, may unilaterally terminate a WOA at any time by providing three (3) business days' written notice to the Contractor. The Contractor shall be paid for State-accepted work products and/or services rendered up to termination of the WOA.

Each WOA shall be incorporated into and become a part of this Agreement. In no event shall a WOA be deemed a separate contract.

The State shall not pay Contractor for initiating or responding to a WOA, including WOAs that are executed, or for any analysis or preparing pricing and scheduling information in response to a WOA issued by the State.

XIV. INVOICING & PAYMENT

The maximum amount payable under this Agreement shall not exceed the amount listed in the TECH213.

In no case shall the total maximum amount payable under this Agreement be greater than the total maximum amount of the awarded bid.

All funds expended pursuant to this Agreement shall count towards the maximum amount payable as specified in this section of the Agreement.

For services satisfactorily rendered, and upon receipt and approval of the invoice(s), CDSS shall pay the Contractor for said services in accordance with the amounts specified in EXHIBIT B – COST WORKSHEET – Cost Worksheet.

Payment Withholds

Ten (10) percent of each invoice shall be withheld pending final completion of the Agreement, and receipt and acceptance by the CDSS of any final reports required under the Contract.

Travel or per diem costs associated with this Agreement shall be the responsibility of the Contractor.

Invoices shall be submitted to CDSS, upon completion of each deliverable, in arrears. All invoices must be submitted electronically and be identified with Agreement number RFO 24-8002 and Index Code (to be provided on award), and shall contain: The short

form of the deliverable name, the DED/WOA number used to assign the deliverable, the agreed upon fixed price of the deliverable as specified in EXHIBIT B – COST WORKSHEET, the date of completion, and a copy of the CDSS approved Deliverable Expectation Document (DED) (EXHIBIT A2) or Work Order Authorization (EXHIBIT A5) and Deliverable Acceptance Document (DAD) (EXHIBIT A3).

Invoices shall be submitted in arrears. Invoices shall not be submitted for partial deliverables. Invoices shall be submitted electronically to:

Email: <To be completed upon Agreement award>

Attn: <To be completed upon Agreement award>

If applicable, pursuant to Office of Management and Budget (OMB) regulations (2 CFR §§200.300 and 200.331), the Contractor shall provide sub recipients with the CFDA Number and Program Title.

Any invoices submitted without the above referenced information may be returned to the Contractor for further re-processing.

XV. STATE BUDGET CONTINGENCY CLAUSE

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

If funding for any fiscal year is reduced or deleted by California's Budget Act for purposes of this project, CDSS shall have the option to either cancel this Agreement with no liability occurring to the State or offer an agreement amendment to Contractor to reflect the reduced amount.

XVI. FOR CONTRACT WITH FEDERAL FUNDS

It is mutually understood between the parties that this Agreement may have been written or executed before ascertaining the availability of Congressional appropriation of funds, for the mutual benefit of both parties 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 sufficient funds are made available to the State by the United States Government for the term of this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the US Congress or any statute enacted by the US Congress which may affect the provisions, terms, or funding of this Agreement in any manner.

It is mutually agreed that if the US Congress does not appropriate sufficient funds for the project, this Agreement shall be amended to reflect any reduction in funds.

At CDT's sole discretion and CDSS's option, CDSS may invalidate the Agreement under the thirty (30-day) cancellation clause or amend the Agreement to reflect any reduction of funds.

XVII. PROMPT PAYMENT CLAUSE

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with § 927.

XVIII. REVIEW

CDSS reserves the right to review service levels and billing procedures as they impact charges against this Agreement.

XIX. FINAL BILLING

Invoices for services must be received by CDSS within ninety (90) days following each State fiscal year, or ninety (90) days following the end of the contract term, whichever comes first. The final invoice must include the statement “Final Billing.”

XX. NONRESIDENT TAX WITHHOLDINGS

Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have seven percent of their total payments withheld for state income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.

XXI. DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) CERTIFICATION FORM DGS-810P (if applicable)

The following shall apply only if any work on the Agreement is performed by a DVBE. For all Agreements with an effective date after January 1, 2021, CDSS shall withhold \$10,000, or the full payment if it is less than \$10,000, from the final payment on an Agreement, until Contractor certifies on DGS-810P the items identified in subdivision (d) of § 999.5 of the Military and Veterans Code. This certification shall be submitted no later than sixty (60) calendar days following the expiration date of the Agreement. If the Contractor fails to submit the required certification within sixty (60) calendar days, CDSS shall notify the Contractor that the failure to provide the certification within twenty (20) calendar days of the date of the notice shall result in the permanent deduction of ten thousand dollars (\$10,000) from the final payment, or the full payment if less than ten thousand dollars (\$10,000). For contracts awarded for use by multiple state agencies, CDSS may also utilize any additional or alternative mechanisms for enforcing the enforcing the certification requirement as prescribed by the DGS. (Military and Veterans Code § 999.7.)

XXII. TERMINATION

The CDSS may terminate the Agreement with or without cause by providing thirty (30) days written notice to Contractor. In the event of such termination, the CDSS shall pay all amounts due to Contractor for all work accepted prior to termination.

XXIII. CONTRACTOR EVALUATION

Contractor is hereby notified that the CDSS will evaluate Contractor's performance for compliance with the terms of this Agreement per Section 5230.3 of the State Administrative Manual (SAM) and Section 2100.6 of the State Contracting Manual (SCM), Volume 2.

If the CDSS does not accept the work product(s) or services of Contractor during the term of this Agreement, payment for the work product(s)/services shall be withheld by

the CDSS, and the Contractor will be notified. The Contractor shall take timely and appropriate measures to correct or remedy any reason(s) cited by CDSS for non-acceptance. Contractor shall demonstrate to the CDSS that the Contractor has successfully completed all scheduled work for each work product/service before CDSS makes payment as detailed in EXHIBIT A – SOW, Section XVI Prompt Payment Clause

XXIV. PERFORMANCE ACCEPTANCE AND NON-ACCEPTANCE RESOLUTION

If the work performed or the deliverable produced by the Contractor fails to meet minimum CDSS requirements, as determined by CDSS, the following resolution process shall be employed:

- A. The CDSS Contract Manager shall notify the Contractor in writing within ten (10) State business days of learning of the unsatisfactory work performed or deliverable produced by the Contractor, or of any acceptance problems by identifying the specific inadequacies and/or failure in services performed or the deliverables produced by the Contractor.
- B. The Contractor shall, within five (5) State business days after CDSS's initial problem notification, respond to CDSS Contract Manager by submitting a detailed explanation describing precisely how the identified services or deliverables adhere to and satisfy all applicable CDSS requirements, and if applicable, propose a corrective action plan to address the specific inadequacies or failures of identified services or deliverables. Failure by the Contractor to respond to CDSS Contract Manager's initial problem notification within the required time limits may result in payment delays, or this Agreement's termination by the State. In the event of such termination, CDSS must pay all amounts due to the Contractor at the CDSS Contract Manager's direction for all work accepted by CDSS prior to termination.
- C. After receipt of the Contractor's detailed explanation and/or proposed corrective action plan, within ten (10) State business days the CDSS Contract Manager in writing, shall notify the Contractor whether their explanation and/or plan is accepted or rejected. If the CDSS Contract Manager rejects the explanation and/or plan, the Contractor shall submit a revised corrective action plan within three (3) State business days of CDSS's notification of rejection. Contractor's failure to respond to the CDSS Contract Manager's notification of rejection by submitting a revised corrective action plan within the required time limit may result in the State's termination of this Agreement. In the event of such termination, CDSS shall pay all amounts due to the Contractor at the CDSS Contract Manager's direction for all work accepted by CDSS prior to termination.
- D. The CDSS Contract Manager shall, within five (5) State business days of receipt of the revised corrective action plan, notify the Contractor in writing whether the revised corrective action plan proposed by the Contractor is accepted or rejected by CDSS. Rejection of the revised corrective action plan may result in the State terminating the Agreement. In the event of such termination, CDSS shall pay all amounts due to the Contractor at the CDSS Contract Manager's direction for all work accepted prior to termination.
- E. The State shall be the final judge of acceptability of all work performed by the Contractor and all work deliverables produced by the Contractor.

XXV. PROBLEM ESCALATION

The Contractor acknowledges and agrees that certain technical and/or project-related problems or issues may arise, and that such matters shall be brought to the CDSS's attention. In such a case, the following shall serve as the CDSS's good faith process.

Problems or issues shall normally be reported in regular status reports or in-person meetings. However, there may be instances where the severity of the problem justifies escalated reporting. To this extent, the issue shall first be discussed by both the Contractor personnel and the CDSS Contract Manager. The issue shall then be documented in writing via email and addressed to the person raising the issue. If unable to resolve the issue, the CDSS Contract Manager shall determine the level of severity, and notify the appropriate State personnel, as set forth below. State personnel notified, and the time period taken to report the problem or issue, shall be at a level commensurate with the severity of the problem or issue. State personnel shall include, but are not limited to, the following:

Steven Del Rio

744 P Street, Sacramento, CA 95814

Steven.DelRio@dss.ca.gov

(916) 651-7061

Lupe Jaime-Mileham

744 P Street, Sacramento, CA 95814

Lupe.Jaime-Mileham@dss.ca.gov

(916) 651-2037

XXVI. POINTS OF CONTACT

An amendment to the Agreement is not required to change Points of Contact. Points of contact may be changed by either party providing ten (10) State business days written notification to Points of Contact listed in this Agreement.

Contractor Point of Contact:

TBD

CDSS Contract Manager:

TBD

744 P St.

Sacramento, CA 95814

[<<Email Address>>](mailto:)

(916) XXX-XXXX

XXVII. SERVICE LEVEL AGREEMENT

This section defines the service level agreements. The table below summarizes service levels in the areas of Key Staff Replacement.

Service Level Agreement	
TITLE	DESCRIPTION
Name	Key Staff Replacement
SLA	Key staff must be replaced within the timeframe and the process in accordance with EXHIBIT A SOW Section VII Contractor Request to Replace Key Staff and Section VIII State Request to Replace Key Staff
Measurement Process	<p>The start date of the measurement begins on the date the Contractor provides notification of any proposed changes, or on the date the State requests the Contractor to replace key staff plus the number of days as defined in EXHIBIT A SOW Section VII Contractor Request to Replace Key Staff and Section VIII State Request to Replace Key Staff</p> <p>Key Staff positions shall not be filled with State employees to fulfill the roles and responsibilities of the position in a temporary capacity and/or maintain responsibilities for a Contractor's key staff position.</p>
Liquidated Damages	For each State business day over the number of days required to replace key staff, as defined EXHIBIT A SOW Section VII Contractor Request to Replace Key Staff and Section VIII State Request to Replace Key Staff. The State may assess liquidated damages in the amount of the Key staff hourly rate defined in EXHIBIT B – COST WORKSHEET: multiplied by eight (8) hours per business day until an approved key staff replacement starts.
Measurement Period	Daily, for each Key Staff position that has not been filled within the number of days required.
Reporting	The State shall report delays to Key Staff fulfillment to the Contractor's Project Manager.

XXVIII. INSURANCE REQUIREMENTS

Contractor, at its own expense, shall maintain the following insurance coverage:

Commercial General Liability – Contractor shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with a \$2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to

each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability.

The policy must include CDSS, State of California, its officers, agents, employees and servants as additional insureds, but only with respect to work performed under the contract.

This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management. In the case of Contractor's utilization of subcontractors to complete the contracted SOW, contractor shall include all subcontractors as insureds under Contractor's insurance or supply evidence of insurance to The State equal to policies, coverages and limits required of Contractor.

Automobile Liability – Contractor shall maintain motor vehicle liability with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. Contractors that do not own commercial vehicles shall submit a Non-Owned Automobiles Waiver, to be provided by the State.

The policy must be endorsed to include The State of California, its officers, agents, employees and servants as additional insured, but only with respect to work performed under the contract. The additional insured endorsement is to be provided with the certificate of insurance.

Workers Compensation and Employers Liability – Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Contract. Employer's liability limits of \$1,000,000 are required.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the State. The waiver of subrogation endorsement is to be provided with the certificate of insurance.

Professional Liability – Contractor shall maintain professional liability covering any damages caused by a negligent error, act or omission with limits of not less than \$1,000,000 per occurrence and \$3,000,000 policy aggregate. The policy's retroactive date must be shown on the certificate of insurance and must be before the date this contract was executed or before the beginning of contract work. A per claim limit is also acceptable, so long as the aggregate minimum limit is met.

Certificates evidencing Contractor's insurance coverage shall be filed with CDSS prior to execution of this Agreement.

General Provisions Applying to All Insurance Policies

Coverage Term – Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must still comply with the original terms of the contract.

Policy Cancellation / Termination & Notice of Non-Renewal – Contractor shall provide to the State within five business days a copy of any notice of Cancellation/Termination or Non-renewal received by contractor for any of the required insurance policies. In the

event Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.

Deductible – Contractor is responsible for any deductible or self-insured retention contained within their insurance program.

Primary Clause – Any required insurance contained in this contract shall be primary, and not excess or contributory, to any other insurance carried by the State.

Insurance Carrier Required Rating – All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management. If the Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.

Endorsements – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.

Inadequate Insurance – Inadequate or lack of insurance does not negate the contractor's obligations under the contract.

XXIX. EXECUTIVE ORDER N-6-22 – RUSSIA 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. By submitting a bid or proposal, Contractor represents that it is not a target of Economic Sanctions. Should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of the Contractor's bid/proposal any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination by the State.

XXX. CERTIFICATION REGARDING LOBBYING

Contractor certifies that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, 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 the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into of a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

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 Grant or agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

The Contractor shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

This certification is a prerequisite for making or entering this transaction and is imposed by § 1352, Title 31, U. S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of no less than \$10,000 and not more than \$100,000 for each such failure.

EXHIBIT A1 Deliverable Expectation/Acceptance Documents Instruction

The DED establishes that the CDSS and Contractor have a common understanding of the scope, schedule, format, content (depth and breadth), and acceptance criteria of work products/deliverables required prior to the Contractor beginning work. The CDSS and Contractor will define and develop acceptance criteria and these tasks/deliverables shall be assigned to the Contractor, including specific, measurable success factors. Any potential work products/deliverables must be listed in the DED. The DED details Contractor services required to meet project objectives. The Contractor and the CDSS shall identify any state staff and/or resources required to complete the DED.

All Contractor work must be authorized in advance via the DED process. Once the DED has been reviewed and accepted, the Contractor, CDSS Contract Manager, and CDSS Project Manager, or their respective designees, shall sign it. This shall constitute acceptance of the DED in order to begin performance. The approved DED shall be retained by the CDSS Contract Manager with copies sent to the Contractor and CDSS Project Manager.

Note: Contractor time in developing a DED is not billable work and will not be paid by CDSS.

Changes: All changes to the approved DED must be captured in an amended DED and approved by the Contractor, CDSS Contract Manager, and CDSS Project Manager. The approved amended DED shall be kept in the CDSS Contract Management file with the original approved applicable DED attached.

Acceptance Criteria: The Contractor must submit all deliverables to the CDSS Project Manager for review. CDSS will analyze and review all deliverables for accuracy and completeness. CDSS will be responsible for reviewing and approving in writing, each work product and deliverable including but not limited to plans, designs, drawings, and reports. CDSS will be the sole judge of the acceptability of all work performed and all work product produced by the Contractor as required in this Agreement. For each day the Contractor is late submitting a deliverable (initial or revised), CDSS must be permitted one additional state workday to review the deliverable. CDSS may extend the deliverable review period(s) if there are staffing constraints, or if the complexity or size of the deliverable warrants an extension. The Contractor may not change a deliverable that has been accepted by the CDSS without the written approval of the CDSS.

Should the work performed, or the deliverables produced by the Contractor fail to meet CDSS' conditions, requirements, specifications, guidelines, deliverable expectation documents or other applicable standards as identified in the Agreement, the resolution process below will be employed to the extent not superseded by other binding processes. The Deliverable Acceptance Document (DAD) shall be used for the acceptance/rejection of deliverables under DEDs and Work Order Authorizations (WOAs).

CDSS will notify the Contractor, in writing, within fifteen (15) State Business Days after completion of each deliverable, of any acceptance problems by identifying the specific inadequacies and/or failures in the services performed and/or the products produced by the Contractor. If CDSS has identified inadequacies and/or failures, the Contractor must, within ten (10) State Business Days after problem notification, respond to CDSS

by: (1) submitting a detailed explanation in writing, describing precisely how the identified services and/or products adhere to and satisfy all applicable requirements, or (2) submitting a proposed corrective action plan in writing to address the specific inadequacies and/or failures in the identified services and/or products.

CDSS will, within five (5) State Business Days after receipt of the Contractor's detailed explanation or proposed corrective action plan, notify the Contractor in writing whether it accepts or rejects the explanation or corrective action plan. If CDSS rejects the explanation or the corrective action plan, the Contractor must submit a revised corrective action plan in writing within three (3) State Business Days of notification of the rejection. Failure by the Contractor to respond to the States notification of the rejection by submitting a revised corrective action plan within the required time limits may result in immediate termination of the Agreement.

CDSS will, within three (3) State 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 termination of the Agreement. Lack of response on the part of the State does not constitute Acceptance of any Deliverable.

EXHIBIT A2 Deliverable Expectation Document (DED)

Agreement No. 24-8003

Contractor Name:

DED Title:

DED Number:

Amendment No. (if any):

Total Cost:

This Deliverable Expectation Document (DED) is issued pursuant to the terms of Agreement No. 24-8003 (hereinafter “Agreement”), between the CDSS, hereinafter referred to as the “CDSS” or the “State,” and XXX, hereinafter referred to as the “Contractor.” Upon approval of this DED, the Contractor shall be authorized to perform the work described herein, including all Attachments and exhibits attached hereto or incorporated herein by reference.

Prior to submitting any DED for State review and acceptance, the Contractor shall complete all sections identified below in accordance with the instructions contained within each section.

A. DED Detailed Requirements

[Describe the purpose of the deliverable(s) and how it fits within the overall objectives of the project. This should be at a high-level and provide context for the deliverable(s) in relation to other project activities or deliverables. Include a description of the scope of the deliverable(s) and ensure that it is consistent with what is described in the contract’s SOW].

B. Deliverables and Requirements

The Contractor shall develop and submit the following Deliverable(s) with the supporting Deliverable Number, Description, Entrance Criteria, Acceptance Criteria, Due Date, and Total Cost. All work performed shall be in compliance with this DED and the terms and conditions of the Agreement.

Deliverable #	Deliverable Description	Entrance Criteria, if any (List any major prerequisites that must be completed before initiating development of each deliverable. This may include any deliverable that must be completed prior to initiating the development of the deliverable, or any other dependencies that may exist.)	Acceptance Criteria (List specific acceptance criteria for the deliverable, including critical success factors, required artifacts or documents, quality measures, content metrics, and/or adherence to standards.)

In addition to deliverable(s) meeting the Acceptance Criteria identified in the table above, all of the following must be met before State full acceptance of this DED can occur:

- Required deliverable(s) have been completed within the specified due dates.
- Risks and issues identified for this DED are closed or are being managed to the State's satisfaction in accordance with the Project's Risk and Issue Management Plan.

C. Attachment Listing

The Attachments listed below are references to this DED and further define the Deliverable(s) required by this DED.

Attachment Number/Title	In Support of Deliverable #

D. Amendment

This DED may only be amended in writing and by mutual consent of both Parties. In the event this DED is being amended, the proposed changes must be documented, along with their justification.

Deliverable #	Change	Justification

E. DED Approvals

This DED will be performed in accordance with the applicable provisions of the Agreement. Upon completion of the DED, the DAD form will need to be completed and submitted for approval.

STATE OF CALIFORNIA SIGNATURE BLOCK

CDSS Project Manager Name:
Full Signature:
Date:

CDSS Contract Manager Name:
Full Signature:
Date:

CONTRACTOR SIGNATURE BLOCK

Contract Manager Name:
Company Name:
Full Signature:
Date:

EXHIBIT A3 Deliverable Acceptance Document
Agreement No. 24-8002

Contractor Name:
DED/WOA Title:
DED/WOA Number:
Deliverable Number:
DAD Number:
DAD Submittal Date:
Deliverable Cost being Invoiced:

A. Deliverable Submitted for Approval/Payment

Deliverable Description

B. Additional Remarks

Enter any comments.

C. State's Explanation of Rejection and Request for Corrective Action Plan (CAP)

State to enter explanation of Deliverable that is rejected, and date CAP is requested from Contractor.

Deliverable Description	Reason for Rejection	Date CAP requested

D. Contractor's Corrective Action Plan to State's Rejection

Contractor to enter response to Request for Corrective Action Plan above.

Deliverable Description	Corrective Action Plan	Date CAP submitted to State

E. Statement of Formal Acceptance

The undersigned formally accepts as complete the above-identified Deliverable and do hereby state that the Deliverable meets or exceeds the agreed-upon standards for scope, quality, schedule, and cost.

STATE OF CALIFORNIA SIGNATURE BLOCK

CDSS Project Manager Name:
Full Signature:
Date:

CDSS Contract Manager Name:
Full Signature:
Date:

CONTRACTOR SIGNATURE BLOCK

Contract Manager Name:
Company Name:
Full Signature:
Date:

EXHIBIT A4 Work Order Authorization (WOA) Instruction for Unanticipated Tasks

The State intends to set aside ten percent (10%) of the base contract term amount to be used for payment of unanticipated tasks. These funds may be used at the State's discretion. Unanticipated Tasks will be contracted for on an as-needed basis and shall be optional throughout the term of the Agreement. For each item of unanticipated work, a WOA will be prepared in accordance with EXHIBIT A5 – WOA.

The State may, at any time, by written WOA, make changes within the general scope of this Contract if the State determines that such changes are necessary to the successful accomplishment of the services and is within the scope of work outlined in the SOW.

The WOA establishes that the CDSS and Contractor have a common understanding of the scope, schedule, format, content (depth and breadth), hours per task by Key Staff and acceptance criteria of work products required prior to the Contractor beginning work. The CDSS and Contractor will define and develop acceptance criteria and these tasks shall be assigned to the Contractor, including specific, measurable success factors. Any potential work products must be listed in the WOA form. The WOA details Contractor services required to meet project objectives. The Contractor shall identify its Key Staff by name and hourly rate. The Key Staff will perform the tasks described, at the hourly rates indicated in the WOA. The Contractor and the CDSS shall identify any state staff and/or resources required to complete the WOA.

All Contractor work must be authorized in advance via the WOA process. Once the WOA has been reviewed and accepted the Contractor, CDSS Contract Manager, and CDSS Project Manager, or their respective designees, shall sign it. This shall constitute acceptance of the WOA. The approved WOA shall be retained by the CDSS Contract Manager with copies sent to the Contractor and CDSS Project Manager. Note: Contractor time in developing a WOA is not billable work and will not be paid by CDSS.

Changes: All changes to the approved WOA must be captured in an amended WOA and approved by the Contractor, CDSS Contract Manager, and CDSS Project Manager. The approved amended WOA shall be kept in the CDSS Contract Management file with the original approved applicable WOA attached. Changes in cost estimates that do not alter the total cost of this contract shall be conveyed to the CDSS via written correspondence and shall be documented in an amended WOA(s). The rationale for the change must be included.

Audit: The CDSS Contract Manager shall keep a Contract Management file up to date and available for audit review.

Acceptance/Rejection: Completed deliverables must be approved and accepted by the Contractor, State Contract Manager and CDSS Project Manager by signing the acceptance section on the Deliverable Acceptance Document (DAD). See the instruction for the deliverable rejection process in EXHIBIT A1 – DED/DAD Instruction. Payment will not be made without signatures authorizing acceptance.

EXHIBIT A5 Work Order Authorization (WOA)

Agreement No. 24-8002

Contractor Name:
Work Order Authorization Title:
Work Order Authorization Number:
Amendment No. (if any):
Total Cost:

This Work Order Authorization (WOA) is issued pursuant to the terms of Agreement No. 24-8002 (hereinafter “Agreement”), between the CDSS, hereinafter referred to as the “CDSS” or the “State,” and XXXX, hereinafter referred to as the “Contractor.” Upon approval of this WOA, the Contractor shall be authorized to perform the work described herein, including all attachments and exhibits attached hereto or incorporated herein by reference.

Prior to submitting any WOA for State review and acceptance, the Contractor shall complete all sections identified below in accordance with the instructions contained within each section.

A. WOA Scope of Work

(Provide a description of the overall scope of the work.) The Contractor shall...

B. Deliverables/Goals

Contractor shall meet the following goals and develop and submit the following Deliverables. All work performed shall be in compliance with this WOA and the terms and conditions of the Agreement.

Deliverable #	Deliverable(s)	Goal(s)	Due Date

C. Deliverable Acceptance Criteria

Acceptance criteria for the WOA Deliverables shall consist of the following:

Deliverable #	Deliverable	Acceptance Criteria

In addition to all tasks meeting the Acceptance Criteria identified in the table above, all of the following must be met before State full acceptance of this WOA can occur:

- All required tasks for this WOA have been completed within the specified due dates.
- Risks and issues identified for this WOA are closed or are being managed to the State's satisfaction in accordance with the Project's Risk and Issue Management Plan.

D. Deliverable Cost

Payment to the Contractor for work performed pursuant to this WOA shall be made in accordance with the provisions of the Agreement.

Deliverable #	Key Staff Name	Tasks	Hours	Hourly rate(s)	Total Cost
					\$
					\$
TOTAL					\$

E. Attachment Listing

The Attachments listed below are references to this WOA and further define the Deliverables required by this WOA.

Attachment Number/Title	In Support of Deliverable #

F. Amendment

This WOA may only be amended in writing and by mutual consent of both Parties. In the event this WOA is amended, the proposed changes must be documented, along with their justification.

Deliverable #	Change	Justification

G. WOA Approvals

This WOA will be performed in accordance with the applicable provisions of the Agreement. Upon completion of the WOA Deliverables, the Deliverable Acceptance Document will need to be completed and submitted for approval.

STATE OF CALIFORNIA SIGNATURE BLOCK

CDSS Project Manager Name:
Full Signature:
Date:

CDSS Contract Manager Name:
Full Signature:
Date:

CONTRACTOR SIGNATURE BLOCK

Contractor Name:
Title:
Company Name:
Full Signature:
Date:

EXHIBIT B - COST WORKSHEET

California Department of Social Services		Request for Offer 24-8002
Deliverable #	Deliverable Description	Deliverable Cost
1	Analyze as-is business process & systems and develop business & technical environment context including high level analysis of data from the current system.	
2	Develop gap analysis, including data analysis for the to-be system.	
3	Develop a data conversion and migration plan, assist with the development of the project risk register, and perform a technical complexity assessment and governance plan.	
4	Develop project roadmap and project schedule up to Stage 2.	
5	Develop mid-level requirements, including functional, non-functional, interface, and transition requirements. Create a requirements traceability matrix (RTM), incorporating project assumptions, constraints, and dependencies.	
6	Develop Request for Information (RFI) following completion of mid-level requirements.	
8	In addition to the RFI, develop and conduct further market research by engaging with vendors and other external entities.	
10	In collaboration with CDSS, identify and document top three (3) alternative technology solutions based on results of the RFI and market research activities.	
11	Develop financial analysis worksheet for Stage 2.	
14	Develop and submit the Stage 2 Alternatives Analysis document and other ancillary artifacts including, procurement assessment form, project management risk assessment, and the project organization chart.	
15	Develop detailed requirements that tie back to the previously developed RTM.	
16	Develop to-be workflows for new Childcare Connect system.	
18	Update project schedule based IV & V RFO and prime implementation Request for Proposal (RFP) development.	

19	Prepare and provide IV&V RFO for final control agency approval.	
20	Prepare and provide prime implementation RFP for final control agency approval.	
22	Stage 3 Solution Analysis document and deliverables and submit for final control agency approval.	
23	Develop high level implementation management plan.	
24	Finalize and update risk register, cost management plan, and data management plan.	
All Deliverable Subtotal Cost		
10% Unanticipated Tasks (Multiply Subtotal Cost by 0.10)		
Total Cost (Add Subtotal Cost + 10% Unanticipated Tasks)		

Hourly Rate for Unanticipated Tasks	
Classification	Hourly Rate
Project Manager	
Business Solutions Analyst	
Technical Lead	

EXHIBIT C – Deliverables & Tasks

Please note that ONLY deliverables are payment milestones. Tasks are ongoing requirements that are NOT considered as payment milestones.

#	Content list	Task / Deliverable	PAL Stage Sections
	PAL Stage 2 Alternatives Analysis		
1	Analyze as-is business process & systems and develop business & technical environment context including high level analysis of data from the current system.	D	2.3
2	Develop gap analysis, including data analysis for the to-be system.	D	2.3
3	Develop a data conversion and migration plan, assist with the development of the project risk register, and perform a technical complexity assessment and governance plan.	D	2.3, 2.10, 2.11
4	Develop project roadmap and project schedule up to Stage 2.	D	2.10
5	Develop mid-level requirements, including functional, non-functional, interface, and transition requirements. Create a requirements traceability matrix (RTM), incorporating project assumptions, constraints, and dependencies.	D	2.4, 2.5, 2.6
6	Develop Request for Information (RFI) following completion of mid-level requirements.	D	2.7
7	Discuss results of RFI with CDSS and produce conclusions.	T	2.7
8	In addition to the RFI, develop and conduct further market research by engaging with vendors and other external entities.	D	2.7, 2.8
9	Discuss results of the market research with CDSS.	T	2.7
10	In collaboration with CDSS, identify and document top three (3) alternative technology solutions based on results of the RFI and market research activities.	D	2.8
11	Develop financial analysis worksheet for Stage 2.	D	2.12

12	Perform analysis and evaluation of the existing as-is data in preparation for data clean up and migration to the new system.	T	2.11
13	Update and respond to comments from stakeholders for the Stage 2 Alternatives Analysis document with the above deliverables/artifacts.	T	All of Stage 2
14	Develop and submit the Stage 2 Alternatives Analysis document and other ancillary artifacts including, procurement assessment form, project management risk assessment, and the project organization chart.	D	All of Stage 2
PAL Stage 3 – Solutions Analysis			
15	Develop detailed requirements that tie back to the previously developed RTM.	D	3.3,
16	Develop to-be workflows for new Childcare Connect system.	D	3.3
17	Document and discuss with CDSS any changes necessary to the outcomes/objectives of the project.	T	3.3
18	Update project schedule based IV & V RFO and prime implementation Request for Proposal (RFP) development.	D	3.4
19	Prepare and provide IV&V RFO for final control agency approval.	D	3.7
20	Prepare and provide prime implementation RFP for final control agency approval.	D	3.6
21	Update financial analysis worksheet based on top solution selected.	T	3.5
22	Stage 3 Solution Analysis document and deliverables and submit for final control agency approval.	D	3.6
PAL Stage 4 – Project Readiness and Approval			
23	Develop high level implementation management plan.	D	4.4, 4.5
24	Finalize and update risk register, cost management plan, and data management plan.	D	4.7, 4.10

EXHIBIT D – Additional Provisions

A. Debarment and Suspension

For federally funded agreements, Contractor certifies that to the best of his/her knowledge and belief that he/she and their principals or affiliates or any sub-contractor utilized under this agreement, are not debarred or suspended from federal financial assistance programs and activities nor proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. The Contractor also certifies that it or any of its sub-contractors are not listed with any active exclusions on the System for Award Management (<http://www.sam.gov>) (Executive Order 12549, 2 CFR Parts 180, 376, 417 and 2336).

B. Unruh Civil Rights Act and the Fair Employment & Housing Act

1. Prior to bidding on, submitting a proposal for or executing an agreement or renewal for a State of California contract over \$100,000 on or after January 1, 2017, the bidder or proposer must certify 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 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).
2. During the performance of this Contract, the recipient, Contractor, and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.
3. Contractor shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code, §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, §§ 11135- 11139.5), and the regulations or standards adopted by the California Department of Social Services to implement such article.
4. Contractor or recipient shall permit access by representatives of the California Civil Rights Department and the California Department of Social Services upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources

of information and its facilities as California Department of Social Services shall require to ascertain compliance with this clause.

5. Recipient, Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
6. The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

C. Computer Software Copyrights

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

D. OMB Audit

Pursuant to Office of Management and Budget (OMB) audit requirement regulations (2 C.F.R. § 200.501), non-federal entities that expend \$750,000 or more in a year in Federal awards from all sources combined shall have a single or program-specific audit conducted for that year in accordance with the provisions of 2 C.F.R. § 200.514 (previously OMB Circular A-133). All OMB audit reports shall meet the report submission requirements established in 2 C.F.R § 200.512 and a copy shall be forwarded to CDSS.

E. Subcontractors

(Applicable to agreements in which the Contractor subcontracts out a portion of the work) Nothing contained in this Agreement or otherwise shall create any contractual relationship between CDSS and any subcontractors, and no subcontractor shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be fully responsible to CDSS for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the obligation of CDSS to make payments to the Contractor. As a result, CDSS shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

F. Russia-Ukraine Conflict Economic 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 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 Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

G. Generative Artificial Intelligence (GenAI)

1. Definitions:

For purposes of this Section, the following terms shall be given the meaning shown below. Capitalized terms used below and not defined in this Section shall have the meaning set forth in Section 1 (Definitions) or in the text of these General Provisions (ITGP Cloud).

- a. Artificial Intelligence (AI): an engineered or machine-based system that varies in its level of autonomy and that can, for explicit or implicit objectives, infer from the input it receives how to generate outputs that can influence physical or virtual environments (Gov Code §§ 11549.64 & 11546.45.5).
- b. GenAI Training Data: any content, information, or data that is used to train, tune, test, or validate a GenAI, including text, images, video, audio, code, or similar types of input.
- c. Generated Data: any output, results, content, or other data that is produced by GenAI, including but not limited to text, images, video, audio, code, or similar types of output.
- d. Generative AI (GenAI): an AI system that can generate derived synthetic content, including text, images, video, and audio, that emulates the structure and characteristics of the system's GenAI Training Data (Gov Code §11549.64).
- e. Hallucination: Generated Data that is nonsensical, false, or misleading, and is not based on real or existing data, but is instead produced by bias or the GenAI's extrapolation or creative interpretation of its Gen AI Training Data.
- f. Materially Impacts: shall have the same meaning set forth in State Administrative Manual (SAM) 4986.2.
- g. Prompt: any written, spoken, or rendered information provided as a query, command, or other form of input, to any GenAI in connection with this Contract. For avoidance of doubt, Prompt includes any input automatically detected or created.

2. GENAI DISCLOSURE OBLIGATIONS:

h. Disclosure Obligations

- i. Contractor must immediately notify the State in writing if it: (1) intends to provide GenAI as a Deliverable to the State; or (2) intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any Deliverable that materially impacts: (i) Page 49 functionality of the System, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term "materially impacts" shall have the same meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.
- ii. Such notification shall be provided to the State designee identified in this Contract.

- iii. At the direction of the State, Contractor shall discontinue the provision to the State of any previously unreported GenAI that results in a material impact to the functionality of the System, risk to the State, or Contract performance, as determined by the State.
- iv. If the use of previously undisclosed GenAI is approved by the State, then Contractor will update the Deliverable description, and the Parties will amend the Contract accordingly, which may include incorporating the GenAI Special Provisions into the Contract, at no additional cost to the State.

3. Failure to Disclose or Discontinue GenAI Use

The State, at its sole discretion, may consider Contractor's failure to disclose or discontinue the provision or use of GenAI as described above, to constitute a material breach of Contract when such failure results in a material impact to functionality of the System, risk to the State, or Contract performance. The State is entitled to seek any and all remedies available to it under law as a result of such breach, including but not limited to termination of the contract, for default pursuant to Section 23, Termination for Default

EXHIBIT E

The California Department of Social Services Confidentiality and Information Security Requirements Contractor/Entity - v 2022 01

This Confidentiality and Information Security Requirements Exhibit (hereinafter referred to as “this Exhibit”) sets forth the information security and privacy requirements Contractor/Entity (hereinafter referred to as “Contractor”) is obligated to follow with respect to all confidential and sensitive information (as defined herein) disclosed to or collected by Contractor, pursuant to Contractor’s Agreement (the “Agreement”) with the California Department of Social Services (hereinafter “CDSS”) in which this Exhibit is incorporated. The CDSS and Contractor desire to protect the privacy and provide for the security of CDSS Confidential, Sensitive, and/or Personal (CSP) Information (hereinafter referred to as “CDSS CSP”) in compliance with state and federal statutes, rules and regulations.

I. Order of Precedence.

With respect to information security and privacy requirements for all CDSS CSP, unless specifically exempted, the terms and conditions of this Exhibit shall take precedence over any conflicting terms or conditions set forth in any other part of the Agreement between Contractor and CDSS.

II. Effect on Lower Tier Transactions.

The terms of this Exhibit shall apply to all lower tier transactions (e.g. agreements, sub-agreements, contracts, subcontracts, and sub-awards, etc.). Contractor shall incorporate the contents of this Exhibit into each lower tier transaction.

III. Confidentiality of Information.

A. DEFINITIONS.

The following definitions apply to this Exhibit and relate to CDSS Confidential, Sensitive, and/or Personal Information.

1. “Confidential Information” is information maintained by the CDSS that is exempt from disclosure under the provisions of the California Public Records Act (Government Codes Sections 7920.000 et seq.) or has restrictions on disclosure in accordance with other applicable state or federal laws.
2. “Sensitive Information” is information maintained by the CDSS, which is not confidential by definition, but requires special precautions to protect it from unauthorized access and/or modification (i.e., financial, or operational information). Sensitive information is information in which the disclosure would jeopardize the integrity of the CDSS (i.e., CDSS’ fiscal resources and operations).
3. “Personal Information” is information, in any medium (paper, electronic, or oral) that identifies or describes an individual (i.e., name, social security number, driver’s license, home/ mailing address, telephone number, financial matters with security codes,

medical insurance policy number, Protected Health Information [PHI], etc.) and must be protected from inappropriate access, use or disclosure and must be made accessible to information subjects upon request. It can also be information in the possession of the Department in which the disclosure is limited by law or contractual Agreement (i.e., proprietary information, etc.).

4. "Breach" is
 - a. the unauthorized acquisition, access, use, or disclosure of CDSS CSP in a manner which compromises the security, confidentiality or integrity of the information; or
 - b. the same as the definition of "breach of the security of the system" set forth in California Civil Code section 1798.29(f).
5. "Information Security Incident" is
 - a. unauthorized access or disclosure, modification, or destruction of, or interference with, CDSS CSP that actually or potentially jeopardizes the confidentiality, integrity, or availability of an information system or the information the system processes, stores, or transmits or that constitutes a violation or imminent threat of violation of any state or federal law or in a manner not permitted under the Agreement between Contractor and CDSS, including this Exhibit.
 - B. CDSS CSP which may become available to Contractor as a result of the implementation of the Agreement shall be protected by Contractor from unauthorized access, use, and disclosure as described in this Exhibit.
 - C. Contractor is notified that unauthorized disclosure of CDSS CSP may be subject to civil and/or criminal penalties under state and federal law, including but not limited to:
 - California Welfare and Institutions Code section 10850
 - Information Practices Act - California Civil Code section 1798 et seq.
 - Public Records Act - California Government Code section 7920.000 et seq.
 - California Penal Code Section 502, 11140-11144, 13301-13303
 - Health Insurance Portability and Accountability Act of 1996 ("HIPAA") - 45 CFR Parts 160 and 164
 - Safeguarding Information for the Financial Assistance Programs - 45 CFR Part 205.50
 - Unemployment Insurance Code section 14013

D. EXCLUSIONS.

"Confidential Information," "Sensitive Information," and "Personal Information" (CDSS CSP) does not include information that

1. is or becomes generally known or available to the public other than because of a breach by Contractor of these confidentiality provisions;
2. already known to Contractor before receipt from CDSS without an obligation of confidentiality owed to CDSS;
3. provided to Contractor from a third party except where Contractor knows, or reasonably should know, that the disclosure constitutes a breach of confidentiality or a wrongful or tortious act; or
4. independently developed by Contractor without reference to the CDSS CSP.

IV. Contractor Responsibilities.

A. Training.

Contractor shall instruct all employees, agents, and subcontractors with access to the CDSS CSP regarding:

1. The confidential nature of the information;
2. The civil and criminal sanctions against unauthorized access, use, or disclosure found in the California Civil Code Section 1798.55, Penal Code Section 502 and other state and federal laws;
3. CDSS procedures for reporting actual or suspected information security incidents in Paragraph V - Information Security Incidents and/or Breaches; and
4. That unauthorized access, use, or disclosure of CDSS CSP is grounds for immediate termination of this Agreement with CDSS and Contractor and may be subject to penalties, both civil and criminal.

B. Use Restrictions.

Contractor shall take the appropriate steps to ensure that their employees, agents, and subcontractors will not intentionally seek out, read, use, or disclose the CDSS CSP other than for the purposes described in the Agreement and to meet its obligations under the Agreement.

C. Disclosure of CDSS CSP.

Contractor shall not disclose any individually identifiable CDSS CSP to any person other than for the purposes described in the Agreement and to meet its obligations under the Agreement.

D. Subpoena.

If Contractor receives a subpoena or other validly issued administrative or judicial notice requesting the disclosure of CDSS CSP, Contractor will immediately notify the CDSS Program Contract Manager and the CDSS Information Security and Privacy Officer. In no event should notification to CDSS occur more than three (3) business days after receipt by Contractor's responsible unit for handling subpoenas and court orders.

E. Information Security Officer.

Contractor shall designate an Information Security Officer to oversee its compliance with this Exhibit and to communicate with CDSS on matters concerning this Exhibit.

F. Requests for CDSS CSP by Third Parties.

Contractor shall promptly transmit to the CDSS Program Contract Manager and the CDSS Information Security and Privacy Officer all requests for disclosure of any CDSS CSP requested by third parties to the Agreement between Contractor and CDSS (except from an Individual for an accounting of disclosures of the individual's personal information pursuant to applicable state or federal law), unless prohibited from doing so by applicable state or federal law.

G. Documentation of Disclosures for Requests for Accounting.

Contractor shall maintain an accurate accounting of all requests for disclosure of CDSS CSP Information and the information necessary to respond to a request for an accounting of disclosures of personal information as required by Civil Code section 1798.25, or any applicable state or federal law.

H. Return or Destruction of CDSS CSP on Expiration or Termination.

Upon expiration or termination of the Agreement between Contractor and CDSS, or upon a date mutually agreed upon by the Parties following expiration or termination, Contractor shall return or destroy the CDSS CSP. If return or destruction is not feasible, Contractor shall provide a written explanation to the CDSS Program Contract Manager and the CDSS Information Security and Privacy Officer, using the contact information in this Agreement. CDSS, in its sole discretion, will make a determination of the acceptability of the explanation and, if retention is permitted, shall inform Contractor in writing of any additional terms and conditions applicable to the retention of the CDSS CSP.

I. Retention Required by Law.

If required by state or federal law, Contractor may retain, after expiration or termination, CDSS CSP for the time specified as necessary to comply with the law.

J. Obligations Continue Until Return or Destruction.

Contractor's obligations regarding the confidentiality of CDSS CSP set forth in this Agreement, including but not limited to obligations related to responding to Public Records Act requests and subpoenas shall continue until Contractor returns or destroys the CDSS CSP or returns the CDSS CSP to CDSS; provided however, that on expiration or termination of the Agreement between Contractor and CDSS, Contractor shall not further use or disclose the CDSS CSP except as required by state or federal law.

K. Notification of Election to Destroy CDSS CSP.

If Contractor elects to destroy the CDSS CSP, Contractor shall certify in writing, to the CDSS Program Contract Manager and the CDSS Information Security and Privacy Officer, using the contact information, that the CDSS CSP has been destroyed.

L. Background Check.

Before a member of Contractor's workforce may access CDSS CSP, Contractor must conduct a thorough background check of that worker and evaluate the results to assure that there is no indication that the worker may present a risk to CDSS information technology systems and/or CDSS data. Contractor shall retain each workforce member's background check documentation for a period of three (3) years following Agreement termination.

M. Confidentiality Safeguards.

Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the CDSS CSP that it creates, receives, maintains, uses, or transmits pursuant to the Agreement. Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of Contractor's operations and the nature and scope of its activities, including at a minimum the following safeguards:

1. General Security Controls

a. Confidentiality Acknowledgement.

By executing this Agreement and signing Paragraph XI, CDSS Confidentiality and Security Compliance Statement, Contractor acknowledges that the information resources maintained by CDSS and provided to Contractor may be confidential, sensitive, and/or personal and requires special precautions to protect it from wrongful access, use, disclosure, modification, and destruction.

b. Workstation/Laptop Encryption.

All Contractor-owned or managed workstations, laptops, tablets, smart phones, and similar devices that process and/or store CDSS CSP must be encrypted using a FIPS 140-2, until deprecated, certified algorithm which is 128 bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by the CDSS Information Security Office.

c. Data Encryption.

Any CDSS CSP shall be encrypted at rest when stored on network file shares or document repositories.

d. Server Security.

Servers containing unencrypted CDSS CSP must have sufficient administrative, physical, and technical controls in

place to protect that data, based upon a risk assessment/system security review.

e. Minimum Necessary.

Only the minimum necessary amount of the CDSS CSP required to perform necessary business functions may be copied, downloaded, or exported.

f. Removable Media Devices.

All electronic files that contain the CDSS CSP must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, smart phone, backup tapes etc.). Encryption must be a FIPS 140-2, until deprecated, certified algorithm which is 128 bit or higher, such as AES.

g. Antivirus Software.

All Contractor-owned or managed workstations, laptops, tablets, smart phones, and similar devices that process and/or store CDSS CSP must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.

h. Patch Management.

To correct known security vulnerabilities, Contractor shall install security patches and updates in a timely manner on all Contractor-owned or managed workstations, laptops, tablets, smart phones, and similar devices that process and/or store CDSS CSP as appropriate based on Contractor's risk assessment of such patches and updates, the technical requirements of Contractor's systems, and the vendor's written recommendations. If patches and updates cannot be applied in a timely manner due to hardware or software constraints, mitigating controls will be implemented based upon the results of a risk assessment.

i. User IDs and Password Controls.

All users must be issued a unique username for accessing CDSS CSP. Contractor's password policy must be based on information security best practices for password length, complexity, and reuse.

j. Data Destruction.

Upon termination of the Agreement, all CDSS CSP must be sanitized in accordance with NIST Special Publication 800- 88, Guidelines for Media Sanitization.

2. System Security Controls

a. System Timeout.

The system providing access to the CDSS CSP must provide an automatic timeout, requiring re-authentication of the user session after no more than thirty (30) minutes of inactivity for applications, and fifteen (15) minutes of inactivity for desktops and laptops.

b. Warning Banners.

All systems (servers, desktops, laptops, etc.) containing CDSS CSP must display a warning banner at login stating that data is confidential, systems are logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree with these requirements.

c. System Logging.

The system must maintain an automated audit trail which can identify the user or system process which initiates a request for CDSS CSP, or which alters CDSS CSP. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If CDSS CSP is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least one (1) year after occurrence.

d. Access Controls.

The system must use role-based access controls for all user authentications, enforcing the principle of least privilege.

e. Transmission Encryption.

All data transmissions of CDSS CSP by Contractor outside the secure internal network must be encrypted using a FIPS 140-2, until deprecated, certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. Encryption can be end to end at the network level, or the data files containing CDSS CSP can be encrypted. This requirement pertains to any type of CDSS CSP in motion such as website access, file transfer, and email.

f. Intrusion Detection.

All systems involved in accessing, holding, transporting, and protecting CDSS CSP that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

g. International Access.

Access to CDSS resources from outside of the United States is prohibited. Contractor must ensure CDSS data, systems, and resources are not accessed from international locations.

h. Software as a Service.

If the Contractor is providing any web/cloud hosting services that store or process CDSS CSP, the Contractor shall agree to the State Model [Cloud Computing Special Provisions for Software as a Service \(SaaS\)](#), hereby incorporated by reference.

3. Audit Controls

a. System Security Review.

All systems processing and/or storing CDSS CSP must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews shall include vulnerability scanning and/or penetration testing tools. The Contractor must submit the vulnerability assessment and/or penetration testing report(s) to the CDSS Information Security and Privacy Office upon request. The Contractor must agree to CDSS vulnerability assessment scans of the portion of its extranet to be used to service CDSS.

b. Log Reviews.

All systems processing and/or storing CDSS CSP must have a routine procedure in place to review system logs for unauthorized access.

c. Change Control.

All systems processing and/or storing CDSS CSP must have a documented change control procedure that ensures changes can be attributed to an individual and can be tracked and audited to protect the confidentiality, integrity, and availability of data.

4. Business Continuity / Disaster Recovery Controls

a. Disaster Recovery.

Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic CDSS CSP in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than twenty-four (24) hours.

b. Data Backup Plan.

Contractor must have established documented procedures to backup CDSS CSP to maintain retrievable exact copies of CDSS CSP. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and the amount of time to restore CDSS CSP should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of CDSS data.

5. Paper Document Controls

a. Supervision of Information.

CDSS CSP in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk, or office. Unattended means that information may be observed by an individual not authorized to access the information. CDSS CSP in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

b. Escorting Visitors.

Visitors to areas where the CDSS CSP are contained shall be escorted by a CDSS Employee and CDSS CSP shall be kept out of sight while visitors are in the area.

c. Confidential Destruction.

CDSS CSP must be disposed of through confidential means, such as crosscut shredding and/or pulverizing.

d. Removal of Information.

CDSS CSP must not be removed from the premises of Contractor except for identified routine business purposes or with express written permission of CDSS.

e. Faxing.

CDSS CSP that must be transmitted by fax shall require that Contractor confirms the recipient fax number before sending, takes precautions to ensure that the fax was appropriately received, maintains procedures to notify recipients if

Contractor's fax number changes, and maintains fax machines in a secure area.

f. Mailing.

Paper copies of CDSS CSP shall be mailed using a secure, bonded mail service, such as Federal Express, UPS, or by registered U.S. Postal Service (i.e., accountable mail using restricted delivery). All packages must be double packed with a sealed envelope and a sealed outer envelope or locked box.

V. Information Security Incidents and/or Breaches of CDSS CSP

A. CDSS CSP Information Security Incidents and/or Breaches Response Responsibility.

The Contractor shall be responsible for facilitating the Information Security Incident and/or Breach response process as described in California Civil Code 1798.82(f), and State Administrative Manual (SAM) Section 5340, Information Security Incident Management, including, but not limited to, taking:

1. Prompt corrective action to mitigate the risks or damages involved with the Information Security Incident and/or Breach and to protect the operating environment; and
2. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

B. Discovery and Notification of Information Security Incidents and/or Breaches of CDSS CSP.

Contractor shall notify the CDSS Program Contract Manager and the CDSS Information Security and Privacy Officer of an Information Security Incident and/or Breach as expeditiously as practicable and without unreasonable delay, taking into account the time necessary to allow Contractor to determine the scope of the Information Security Incident and/or Breach, but no later than three (3) calendar days after the discovery of an Information Security Incident and/or Breach. Notification is to be made by telephone call and email.

C. Isolation of System or Device.

A system or device containing CDSS CSP compromised by an exploitation of a technical vulnerability shall be promptly disconnected or quarantined and investigated until the vulnerability is resolved. Contractor will notify CDSS CSP within two (2) business days of a confirmed exploitation of a technical vulnerability and keep CDSS informed as to the investigation until resolution of the vulnerability is completed.

D. Investigation of Information Security Incidents and/or Breaches.

Contractor shall promptly investigate Information Security Incidents and/or Breaches of CDSS CSP. CDSS shall have the right to participate in the

investigation of such Information Security Incidents and/or Breaches. CDSS shall also have the right to conduct its own independent investigation, and Contractor shall cooperate fully in such investigations. Contractor is not required to disclose their un-redacted confidential, proprietary, or privileged information. Contractor will keep CDSS fully informed of the results of any such investigation.

E. Updates on Investigation.

Contractor shall provide regular (at least once a week) email updates on the progress of the Information Security Incident and/or Breach investigation of CDSS CSP to the CDSS Program Contract Manager and the CDSS Information Security and Privacy Officer until the updates are no longer needed, as mutually agreed upon between Contractor and the CDSS Information Security and Privacy Officer. Contractor is not required to disclose their un-redacted confidential, proprietary, or privileged information.

F. Written Report.

Contractor shall provide a written report of the investigation to the CDSS Program Contract Manager and the CDSS Information Security and Privacy Officer within thirty (30) business days of the discovery of the Information Security Incident and/or Breach of CDSS CSP. Contractor is not required to disclose their un-redacted confidential, proprietary, or privileged information. The report shall include, but not be limited to, if known, the following:

1. Contractor point of contact information;
2. A description of what happened, including the date of the Information Security Incident and/or Breach of CDSS CSP and the date of the discovery of the Information Security Incident and/or Breach, if known;
3. A description of the types of CDSS CSP that were involved, and the extent of the information involved in the Information Security Incident and/or Breach;
4. A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed CDSS CSP;
5. A description of where the CDSS CSP is believed to have been improperly transmitted, sent, or utilized;
6. A description of the probable causes of the improper use or disclosure;
7. Whether Civil Code sections 1798.29 or 1798.82 or any other federal or state laws requiring individual notifications of breaches are triggered; and
8. A full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the Information Security Incident and/or Breach of CDSS CSP.

G. Cost of Investigation and Remediation.

Per SAM Section 5305.8, Contractor shall be responsible for all direct and reasonable costs incurred by CDSS due to Information Security Incidents and/or Breaches of CDSS CSP resulting from Contractor's failure to perform or from negligent acts of its personnel, and resulting in the unauthorized disclosure, release, access, review, or destruction; or loss, theft, or misuse of an information asset. These costs include, but are not limited to, notice and credit monitoring for twelve (12) months for impacted individuals, CDSS staff time, material costs, postage, media announcements, and other identifiable costs associated with the Information Security Incident, Breach and/or loss of data.

VI. Contact Information.

To direct communications to the above referenced CDSS staff, Contractor shall initiate contact as indicated herein. CDSS reserves the right to make changes to the contact information below by giving written notice to Contractor. Said changes shall not require an amendment to this Exhibit or the Agreement to which it is incorporated.

CDSS Program Contract Manager

See the Scope or Statement of Work exhibit for Program Project Representative information.

CDSS Information Security & Privacy Officer

California Department of Social Services
Information Security & Privacy Officer
744 P Street, MS 9-9-70
Sacramento, CA 95814
Email: iso@dss.ca.gov Telephone:
(916) 651-5558

VII. Audits and Inspections.

CDSS may inspect and/or monitor the Contractor's system(s) or environments(s) if Contractor's system(s) or environments(s) contains or is reasonably believed to contain CDSS CSP as necessary to ensure compliance with physical or logical safeguards required in this Exhibit. Contractor shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the CDSS Program Contract Manager and the CDSS Information Security and Privacy Officer in writing. The fact that CDSS inspects, or fails to inspect, or has the right to inspect, does not relieve Contractor of its responsibility to comply with this Exhibit.

VIII. Amendment.

The parties acknowledge that federal and state laws regarding information security and privacy rapidly evolves, and that amendment of this Exhibit may be required to provide for procedures to ensure compliance with such laws. The parties specifically agree to take such action as is necessary to implement new standards and requirements imposed by regulations and other applicable laws relating to the security or privacy of CDSS CSP.

IX. Interpretation.

The terms and conditions in this Exhibit shall be interpreted as broadly as necessary to implement and comply with regulations and applicable State laws. The parties agree that any ambiguity in the terms and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent with federal and state laws and regulations.

X. Termination.

An Information Security Incident and/or Breach of CDSS CSP by Contractor, its employees, agents, or subcontractors, as determined by CDSS, may constitute a material breach of the Agreement between Contractor and CDSS and grounds for immediate termination of the Agreement.

xI. CDSS Confidentiality and Security Compliance Statement

CALIFORNIA DEPARTMENT of SOCIAL SERVICES CONFIDENTIALITY AND SECURITY COMPLIANCE STATEMENT v 2022 01

Information resources maintained by the CDSS and provided to Contractor may be confidential, sensitive, and/or personal and requires special precautions to protect it from wrongful access, use, disclosure, modification, and destruction.

We hereby acknowledge that the confidential and/or sensitive records of the CDSS are subject to strict confidentiality requirements imposed by state and federal law, which may include, but are not limited to, the following; the California Welfare and Institutions Code §10850, Information Practices Act - California Civil Code §1798 et seq., Public Records Act - California Government Code §7920.000 et seq., California Penal Code

§502, 11140-11144, 13301-13303, Health Insurance Portability and Accountability Act of 1996 ("HIPAA") - 45 CFR Parts 160 and 164, and Safeguarding Information for the Financial Assistance Programs - 45 CFR Part 205.50. Contractor agrees to comply with the laws applicable to the CDSS CSP received.

This Confidentiality and Security Compliance Statement must be signed and returned with the Agreement.

CDSS Representative:

Name (Printed):	
Title:	
Business Name:	
Email Address:	
Phone:	
Signature:	
Date Signed:	

READ and ACKNOWLEDGED: (Authorized Official responsible for business' information security program)

Name (Printed):	
Title:	
Business Name:	
Email Address:	
Phone:	
Signature:	
Date Signed:	