

California Department of Education Request for Proposals (RFP) Adult Education Accountability and Assessment – CN250016

Contract Term: January 1, 2026 – December 31, 2027

RFP Release Date: April 30, 2025

California Department of Education
Career and College Transition Division

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ATTACHMENTS

Attachments are incorporated herein and attached as separate document(s):

- 1. Intent to Submit a Proposal
- 2. Attachment Checklist
- 3. Bidder Certification Sheet
- 4. Sample – Technical Proposal Staffing Labor Hours Worksheets
- 5. Federal Certifications
- 6. Darfur Contracting Act Certification, and 6a Darfur Contracting Act Certification Supplemental
- 7. Iran Contracting Act Certification
- 8. California Civil Rights Laws Certification
- 9. Bidder References
- 10. California Disabled Veteran Business Enterprise (DVBE) Program Requirements
- 11. Small Business and Non-Small Business Subcontractor Preferences
- 12. Conflict of Interest and Confidentiality Statement
- 13. California Department of Education Computer Security Policy
- 14. Evaluation Criteria

- a. Phase I Pre-Evaluation Review – Attachment Checklist,
- b. Phase II Technical Proposal Evaluation,
- c. Cost Proposal Evaluation

Adult Education Accountability and Assessment Request for Proposals

1. PURPOSE AND BACKGROUND

PURPOSE

The California Department of Education (CDE), Career and College Transition Division (CCTD), Adult Education Office (AEO) is seeking proposals from eligible bidders to administer the Adult Education Accountability and Assessment System.

The CDE is a federal grant recipient of the Adult Education and Family Literacy Act (AEFLA), under the Workforce Innovation and Opportunity Act (WIOA) of 2014, Public Law 113-128, which may be accessed on the U.S. Government Information website at <https://www.gpo.gov/fdsys/pkg/PLAW-113publ128/pdf/PLAW-113publ128.pdf>. The AEFLA establishes state performance accountability systems to measure state and local performances in the Adult Basic Education (ABE), Adult Secondary Education (ASE), English Language Acquisition (ELA), English Language and Civics (ELCE), and Integrated English Literacy and Civics Education programs.

This Request For Proposals (RFP) invites submissions from eligible bidders (see RFP Section 2.1 and 2.2) to provide federal and state-approved assessments to local agencies; conduct the ongoing statewide collection and validation of student data in compliance with federal and state laws and regulations; produce and publish reports of California's data for federal and state entities; produce reports for use by locally funded agencies; and provide technical training and support related to the aforementioned work.

In accordance with efforts by the State of California to reduce paper waste, information available on the internet will be referenced in this document and will not be appended. All documents referenced are hereby incorporated herein.

It is anticipated that the contract start date will begin approximately on January 1, 2026. The actual start date of the contract is contingent upon approval of the agreement by the Department of General Services (DGS). The CDE reserves the right to extend the contract for an additional year, specifically, from January 1, 2028, to December 31, 2028.

Award of a contract as a result of the RFP shall be contingent on DGS approval, CDE executive approval, funding and program authorization provided to and by the CDE. Funding is described in Section 2.4 of this RFP. The successful bidder's Technical and Cost Proposals for the contract will be incorporated into the final contract, which is a public document.

All proposals and related documents submitted in response to this RFP shall become the property of the State of California. Pursuant to the Public Contract Code and all other applicable laws, all proposals and related documents will be made available in their entirety for public inspection and reproduction. Submission of a proposal constitutes acceptance of the terms outlined herein.

BACKGROUND

The AEFLA requires States to establish and maintain a comprehensive performance accountability system that includes high quality assessments, data collection, reporting, and technical assistance to federally funded local agencies in each State. The U.S. Department of Education, Office of Career, Technical, and Adult Education (OCTAE) developed the National Reporting System (NRS) and State Data Quality Standards. The AEFLA requires testing of all students in classes funded by the grant and requires States to report and evaluate annually the effectiveness of the program based on measures prescribed by the NRS and can be accessed on the NRS website at <https://www.nrsweb.org>. Furthermore, States must submit annual reports that conform to national and state requirements.

The California Adult Education Accountability and Assessment System incorporates the federal NRS and state requirements into one system. The Contractor must perform at a minimum:

- Provide and coordinate access to adult education assessment instruments approved on the Federal Register for use in 2025–26 and 2026-2027 fiscal years.
- Provide support materials to all AEFLA funded local agencies for all levels of students (refer to Task 4, Student Assessments for more details).
- The CDE reserves the right to extend the contract for an additional year, specifically, January 1, 2028, to December 31, 2028.
- Collect data at the student, agency, regional, and state levels.
- Report the data according to federal and state requirements.
- Provide training and technical assistance support for the various aspects of the assessment and accountability system.
- Provide electronic and paper versions of the required reports.

In accordance with efforts by the State of California to reduce paper waste, information available on the internet will be referenced in this document and will not be appended to the RFP. All documents referenced in this RFP are hereby incorporated herein.

2. GENERAL PROPOSAL INFORMATION

2.1 Bidder Eligibility

Sole proprietorships, partnerships, public or private agencies, unincorporated organizations or associations may submit proposals in response to this RFP. The bidder must be legally constituted and qualified to do business within the State of California. If required by law, any business entity required to be registered with the California Secretary of State must submit a current Certificate of Good Standing issued by the California Secretary of State. The required document(s) may be obtained through the Certification Unit by phone at 916-657-5448 or through the California Secretary of State, Business Entities Records Request web page <https://www.sos.ca.gov/business-programs/business-entities/information-requests/>.

Note: Allow sufficient time to obtain the certificate from the California Secretary of State.

If the bidder's legal status does not require a filing or registration with the California Secretary of State, a separate paragraph in the Technical Proposal must clearly state the bidder's legal status and evidence that it is legally constituted and qualified to do business with the State of California. With the exception of organizations whose legal status precludes incorporation (i.e., public agencies, sole proprietorships, partnerships) bidders that are not fully incorporated by the deadline for submitting proposals will be disqualified.

The bidder responding to this RFP must serve as the Prime Contractor and will be the responsible entity in ensuring that all tasks and activities are competently and successfully completed. In the event the bidder is subcontracting more than 25 percent to any one subcontractor, then that subcontractor must also meet the minimum qualifications listed in Section 2.2 below. (Refer to RFP – Section 2.8 for the definition of "Prime Contractor".)

2.1.1 Targets of Economic Sanctions; 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.

2.2 Minimum Qualifications for Bidders

The bidder responding to this RFP must serve as the Prime Contractor and therefore must meet the Minimum Qualifications for Bidders as stated in this section. The Prime Contractor must have the experience and qualifications to provide oversight to all proposed subcontractors and review and approve work products created by all proposed subcontractors.

Bidders must have a minimum of five years of recent full-time experience in:

1. Student Assessments: The bidder must have NRS-approved assessments and extensive experience with NRS assessment tools and support materials for adult learners in ABE, ASE, ELCE, and ELA programs:
 - a. Must have a history of providing assessment tools to agencies in several delivery modes, such as computer and paper.
 - b. Must have a history of providing assessment tools that are effective for a diverse population of adult learners.
 - c. Must have a history of providing assessment tools that are easy to administer and score.
 - d. Must have a history of providing assessment tools that are statistically valid and reliable as denoted in Standards for Educational and Psychological Testing (2014).
 - e. Must have a history of providing timely and effective technical assistance/training for local agencies.
2. Data System and Management of Information Systems: The bidder must have history of collecting clean, complete, and accurate data, as part of a comprehensive system that includes the local adult education providers, contractors, and State Education Agencies (SEA).
 - a. The bidder must have published a manual, at the state level, that provides the framework and guidelines for data collection.
 - b. The bidder has provided face-to-face training and online support to local agencies on data collection.
 - c. The bidder has provided software, as a data collection and accountability tool to local adult education agencies.
 - d. The software has provided several methods of inputting student level data including: third party data import, scanned student record forms, online tests, computer-based tests, web-based data entry, and desktop or server-based data entry.
 - e. The bidder has provided analysis on data verification and performance monitoring.
 - f. The bidder has a proven history of providing training and technical support that are efficient, effective, and customer oriented.
3. Reports: The bidder must have a demonstrated history of producing and publishing timely statistical data tables and narrative reports containing descriptive statistics and analyses, at state and federal level.
 - a. The bidder has provided training and technical support to local agencies on how to use data and reports.

Refer to RFP Section 3.1 Technical Proposal Requirements for additional information pertaining to personnel requirements.

2.3 RFP Schedule of Events

Activity	Action Date
Request for Proposal Released	April 30, 2025
Intent to Submit a Proposal	May 21, 2025 at 5:00 pm PDT
Receipt of Questions from Bidders Due	May 21, 2025 at 5:00 pm PDT
CDE Response to Questions Received	June 4, 2025 (Tentative)
Proposals Due	July 2, 2025 at 12:00 pm PDT
Review of the Proposals	July 21-25, 2025 (Tentative)
Public Opening of Cost Proposal	August 13, 2025 at 10:00 am PDT
Posting of Intent to Award (five business days)	September 2-8, 2025 (Tentative)
Anticipated Contract Start Date	January 1, 2026, or upon DGS approval, whichever is later

2.4 Contract Funding, and Time Period

2.4.1 Funding

Contract funding is contingent upon the availability of funds, including appropriation in the annual Budget Act. The total amount projected to be available for this project is \$5.9 million dollars.

If insufficient funds are appropriated in the annual Budget Act for any portion of the work in this contract, or if any other funds upon which this contract is contingent are reduced or no longer available, CDE may cancel the contract, or portion thereof, with no liability of any kind accruing to or against CDE, its employees, agents, contractors or representatives. The bidder shall not be obligated to perform any work, or the contract may be amended by CDE and the successful bidder to reflect a reduction of work and the reduced appropriation subject to appropriate government agency approval.

2.4.2 Time Period

It is anticipated that the contract start date will begin approximately on January 1, 2026 or upon DGS approval (whichever is later) and end December 31, 2027. The actual start date of the contract is contingent upon approval of the agreement by the DGS.

The contract period covers three fiscal years, for a total of 24 months (Refer to RFP, Section 2.8 for the definition of “fiscal year”):

- 2025–2026: January 1, 2026 – June 30, 2026 (6 months)
- 2026–2027: July 1, 2026 – June 30, 2027 (12 months)
- 2027–2028: July 1, 2027 – December 31, 2027 (6 months)

2.4.3 Option to Renew

At the sole discretion of the CDE, the contract may be extended by written agreement and formal amendment between the parties, for an additional year beginning January 1, 2028 through December 31, 2028, covering portions of 2027-28 and 2028-29 fiscal years, at the same or lower rates, under the same terms.

2.5 Intent to Submit a Proposal

Bidders are required to submit an Intent to Submit a Proposal (Attachment 1), by mail or email that must be received by the time, day, and date specified in RFP Section 2.3 (RFP Schedule of Events). The Intent to Submit a Proposal does not require an organization to submit a proposal however, a proposal will not be accepted unless an Intent to Submit a Proposal (Attachment 1) is submitted on time.

The Intent to Submit a Proposal must be signed by the bidder or the bidder’s representative and include the title of the person signing the Intent to Submit a Proposal and show the date of submission. In the case of emailing an electronic signature must be affixed. Questions regarding this RFP may be included with the Intent to Submit a Proposal and must be mailed or emailed by the time, day, and date specified in RFP Section 2.3 (RFP Schedule of Events).

The Intent to Submit a Proposal and questions regarding the RFP must be mailed or emailed to:

Contact: Jennifer Boone
California Department of Education
Career and College Transition Division
1430 N Street, Suite #4202
Sacramento, CA 95814-5901
Email: jboone@cde.ca.gov

It is the bidder’s responsibility to ensure that the Intent to Submit a Proposal reaches the Career and College and Transition Division no later than the time, day, and date specified in RFP Section 2.3 (RFP Schedule of Events). Proposals for which the Intent to Submit a Proposal (Attachment 1) has not been received by the date and time specified shall not be accepted.

2.6 Questions and Clarifications

Bidders may submit questions, requests for clarification, concerns, and/or comments (hereinafter referred to collectively as “questions”) regarding this RFP. All questions must be submitted in writing and may be submitted with the Intent to Submit a Proposal (Refer to Section 2.5). The bidder must include its name, email address, and telephone number with its submission of questions. The bidder should specify the relevant section, task/subtask, and page number of the RFP for each question submitted. Questions must be received by the time, day, and date specified in RFP Section 2.3 (RFP Schedule of Events). The CDE will make every effort to email its responses to the questions to all who submitted an Intent to Submit a Proposal by the time, day, and date specified in RFP Section 2.3 (RFP Schedule of Events). At its discretion, the CDE may respond to questions that are submitted late or not in the proper form. The CDE reserves the right to rephrase or not answer any question submitted.

Written questions regarding the RFP will be included in the response to questions posted on the CDE website which will occur on the time, day, and date specified in RFP Section 2.3 (RFP Schedule of Events).

All questions must be submitted either by email or mail (express or standard). Address emails to the contact person identified in Section 2.5 of this RFP.

2.7 Cost of Preparing a Proposal

The costs of preparing and delivering the proposal are the sole responsibility of the bidder. The State of California will not provide reimbursement for any costs incurred or related to the bidder’s involvement or participation in the RFP process.

2.8 Definitions

- “Assessment” shall mean any systematic method of obtaining information from tests and other sources, used to draw inferences about characteristics of people, objects, or programs, as defined in *Standards for Educational and Psychological Testing* (2014).
- “Bidder” shall mean each and every business entity, sole proprietorship, partnership, public or private corporation, agency, organization, or association that submits a proposal in response to the RFP.
- “CDE Business Hours” shall be from 8:00 am to 5:00 pm PST/PDT.
- “Contract” shall mean the requirements set forth in this RFP and the technical and cost proposals submitted by the bidder and approved by the DGS.
- “Contractor” shall mean the successful bidder selected by the CDE as the business entity to administer its proposal and subsequent contract to support the accomplishment of any tasks described in this RFP.
- “Cost reimbursement contract” provides for payment of allowable incurred costs related to services performed, to the extent prescribed in the contract. These contracts establish an estimate of total cost for the purpose of obligating funds and establishing a ceiling that the successful bidder may not exceed for each line item.

- “Department of General Services” (DGS) is the California state agency that provides oversight of the state contracting process.
- “Fiscal year” means the state fiscal year July 1 through and including the following June 30.
- “Key Personnel” are defined as those people in conjunction with the Project Manager who will exercise a major management and/or administrative role on behalf of the bidder (directing, overseeing and/or coordinating the work of assigned staff, subcontractors and/or independent consultants performing task and activities) or who will have significant responsibility for completing or assisting with the completion of tasks described in this RFP. Key Personnel include the Project Manager and Fiscal Manager. Key personnel do not include clerical staff.
- “Local educational agency (LEA)” means a county office of education, school district, state special school, or direct-funded charter school as described in *EC* Section 47651.
- “Original Signature” shall mean a manual handwritten signature or mark in wet ink.
- “Portions of work” shall be defined by the bidder for the purposes of compliance with Disabled Veterans Business Enterprise (DVBE) requirements. Public Contract Code Section 10115.12(a)(2) precludes the use of more than one subcontractor to perform a “portion of work” as defined by the bidder in their proposal.
- “Prime Contractor” shall be defined as the entity who submits a proposal in response to this RFP and is the responsible entity in ensuring that all tasks and activities are competently and successfully completed. The Prime Contractor must have the experience and qualifications to provide oversight to all proposed subcontractors and review and approve work products created by all proposed subcontractors.
- “Specifications” shall mean the minimum specifications required by the CDE for a task, subtask, or activity. Specifications provided in this RFP represent a comprehensive outline of the detail required in the bidder’s proposal for successful accomplishment of a task, subtask, or activity.
- “Subcontract” shall mean any and all agreement(s) between a bidder and another entity (including, but not limited to, an individual or business) for the accomplishment of any task, subtask or activity, in whole or in part, described in this RFP, or to provide goods or services in support of the work described in this RFP.
- “Subcontractor” shall mean each and every entity (including, but not limited to, an individual or business) with whom a bidder enters into any agreement for the accomplishment of any task, subtask, or activity, in whole or in part, described in this RFP, or to provide goods or services in support of the work described in this RFP. All persons who are not employees of the bidder are to be considered subcontractors.
- “Successful bidder” shall mean the business entity selected by the CDE as the business entity to administer its proposal and subsequent contract to support the accomplishment of any task(s) described in this RFP.

- “Working day” shall mean days Monday through Friday, inclusive, but exclusive of the CDE-observed holidays.

3. PROPOSAL SPECIFICATIONS

3.1 Technical Proposal Requirements

Each bidder must submit a Technical Proposal that contains all of the required items listed below. One original hardcopy (clearly marked original) and three (3) copies (hardcopy) of the Technical Proposal, and one electronic copy of the Technical Proposal's complete submission on a portable USB drive, must be submitted along with all required attachments, and must be sealed, marked, and packaged separately from the Cost Proposal. Also refer to RFP Section 3.2 (Required Forms/Attachments) for attachments that must accompany the Technical Proposal and RFP Section 3.5 (Submission of Proposal) for submittal details. The resulting contract will be a cost reimbursement contract using the Technical Proposal as the contract scope of work. (Refer to RFP, Section 2.8 for the definition of "cost reimbursement").

Separately, each bidder must submit a Cost Proposal that includes the costs for completing all tasks in the Technical Proposal. See RFP Section 3.3 Cost Proposal Requirements for submission requirements for the Cost Proposal. Do not submit any cost information with the Technical Proposal.

DO NOT include the "budget" or any financial or cost information with the Technical Proposal. IF ANY COSTS, RATES, OR DOLLAR AMOUNTS APPEAR IN THE TECHNICAL PROPOSAL, THE BIDDER'S PROPOSAL MAY BE DISQUALIFIED.

3.1.1 Table of Contents

The Technical Proposal must include a Table of Contents which identifies by page number all section and subsection headings in the Technical Proposal.

3.1.2 Scope of Project

The Technical Proposal must include a section that addresses all parts of Section 7 of the RFP. All tasks and subtasks in Section 7 must be addressed. Any deviation from the tasks and subtasks described in Section 7 (Scope of Project) will not be considered and will cause a proposal to be rejected.

This Technical Proposal must address five main tasks:

Task 1 – Coordination and Communications with the CDE

Task 2 – Reports, Invoices, and Data File Requirements

Task 3 – Comprehensive Plan and Schedule for Project Activities and Deliverables

Task 4 – Student Assessments

Task 5 – Data System and Management of Information System

3.1.3 Organization Structure and Personnel Resources

The content of this section must describe how the bidder proposes to organize its resources necessary to complete the tasks and deliverables contained in RFP Section 7 Scope of Project. The content must demonstrate the bidder's ability to provide the services set forth in this RFP. This section of the Technical Proposal must address the following:

1. Services and Activities

Provide a description of the nature of the bidder's services and activities. Indicate when the bidder, if a business, was established; its brief history; and location. List the location(s) of the office(s) from which the primary work of this project will be conducted.

2. Project Manager

Identify by name, the Project Manager to be employed by the Prime Contractor, and describe how the proposed Project Manager meets the minimum qualifications stated below. The Technical Proposal must describe how the bidder's Project Manager will effectively coordinate, manage, and monitor the efforts of the assigned staff, including subcontractors and/or consultants, to ensure that all tasks/subtasks, activities, and functions are completed effectively and in a timely manner. The Project Manager identified in the Technical Proposal will be listed as the successful bidder's Contract Monitor of the contract.

The Project Manager is the bidder's primary person assigned to oversee the project. The Project Manager must be an employee of the Prime Contractor and will act as the liaison between the CDE and all other project staff. The Project Manager is responsible for ensuring completion of all project deliverables, tasks, and subtasks.

The Project Manager must have, at a minimum, a Master's degree in one of the following: Education, Psychology, Mathematics, or Statistics. Additionally, the Project Manager must have three years of recent experience (within the last five years) in managing a project comparable to the size and scope of the services described in this RFP.

The Project Manager must be accessible to the CDE Contract Monitor at all times during normal CDE business hours (See RFP, Section 2.8 for the definition of "CDE business hours"). In addition to other specified responsibilities, the Project Manager will be responsible for all matters related to the bidder's project staff/personnel including, but not limited to:

- a. Supervising, reviewing, monitoring, training, and directing all project staff/personnel.
- b. Overseeing personnel assigned to complete the required work as specified.
- c. Maintaining project files.
- d. Implementing and maintaining quality control procedures to manage conflicts, ensure product accuracy, identify critical reviews and milestones.
- e. Submitting monthly progress reports and invoices in a timely matter.

3. Fiscal Manager

Identify by name the Fiscal Manager to be employed by the Prime Contractor and describe how the proposed Fiscal Manager meets the minimum qualifications stated herein. The Technical Proposal must describe the fiscal accounting processes and budgetary controls that will be employed to ensure responsible use and management of contract funds and accurate invoicing.

The Fiscal Manager is the bidder's fiscal person responsible for the fiscal oversight and management, invoicing and accounting for this entire project. The Fiscal Manager must be an employee of the Prime Contractor.

The Fiscal Manager must possess, at a minimum, a degree in Accounting or related field, and have at least three years of recent experience (within the last five years) providing fiscal oversight and management of large complex contracts comparable to the size and scope of the services described in this RFP.

4. Key Personnel

Identify by name and position title all key personnel who will exercise a major management, oversight and/or administrative role (including, but not limited to, attorneys, consultants, and advisors who will exercise a major management, oversight and/or administrative role) on behalf of the bidder or who will have significant responsibility for completing or assisting with the completion of tasks described in RFP Section 7 Scope of Project. This includes the Project Manager and Fiscal Manager positions. (See RFP, Section 2.8 for the definition of "key personnel.")

Key personnel are defined as those people in conjunction with the Project Manager who will exercise a major management and/or administrative role on behalf of the bidder (directing, overseeing and/or coordinating the work of assigned staff, subcontractors and/or independent consultants performing task and activities) or who will have significant responsibility for completing or assisting with the completion of tasks described in this RFP. Key personnel do not include clerical staff.

1. Key Personnel Qualifications

Describe in detail how the proposed Key Personnel identified above meet the minimum qualifications stated below. The Technical Proposal must describe the expertise and professional qualifications of all Key Personnel.

The Technical Proposal must describe the expertise and professional qualifications of all Key Personnel. Key Personnel identified must possess the following qualifications:

- i. A bachelor's degree and relevant experience as described in this RFP.
- ii. A minimum of three years of experience and demonstrated work history conducting the tasks as described in this RFP, including experience in:
 - a. Educational measurement and assessment
 - b. Data collection

- c. Data checking and cleaning
- d. Liaising with local education agency and district staff such as principals, teachers and classified staff

Assigned Key Personnel must be capable of assisting the Project Manager in all aspects of project work.

The bidder shall identify all key personnel proposed for each task by name, job position title, and the specific responsibilities assigned to each individual.

5. Changes to Key Personnel Requirements

The Technical Proposal must acknowledge and ensure that the successful bidder cannot change or substitute the assigned Project Manager, Fiscal Manager, Key Personnel (including, subcontractors or independent consultants, if identified as Key Personnel) without the CDE Contract Monitor's prior approval and formal amendment approved by the DGS. The substitute Project Manager, Fiscal Manager and Key Personnel shall meet or exceed the qualifications and experience level of the previously assigned Project Manager, Fiscal Manager, and Key Personnel. The Technical Proposal must specify that the bidder will comply with the Changes to Key Personnel Requirements.

6. Current Résumés

Provide résumés for all Key Personnel (Project Manager, Fiscal Manager, Key Personnel, subcontractors or independent consultants) identified who will exercise a major management and/or administrative role on behalf of the bidder (directing, overseeing and/or coordinating the work of assigned staff, subcontractors and/or independent consultants performing task and activities) or who will have significant responsibility for completing or assisting with the completion of tasks.

Résumés must be provided for the following, including but not limited to, the Project Manager, the Fiscal Manager, any subcontractors or independent consultants, managers, supervisors, and all other Key Personnel identified by the bidder.

To the extent possible, résumés should not include personal information such as social security number, home address, home telephone number, marital status, sex, birth date, etc.

7. Subcontractors

Provide the full legal names of all proposed subcontractors (see RFP, Section 2.8 for definition of "subcontractor") that will be used to perform services. For each subcontractor, include:

- a. A clear description of the functions, activities, and responsibilities that will be performed by each subcontractor and/or independent consultants.
- b. A brief explanation as to why the subcontractor or independent consultant was selected including expertise, knowledge, specialty, experience, etc.

- c. A résumé for each subcontractor's Key Personnel and independent consultants. To the extent possible, résumés should not include personal information such as social security number, home address, home telephone number, marital status, sex, birthdate, etc. All subcontractors must conform to all requirements of this RFP. (Refer to RFP, Section 2.8 for the definition of "subcontractor").
- d. A commitment letter, signed by an official representative of each subcontractor or independent consultant, acknowledging their intended participation/availability and confirmation that they have been made aware of the terms and conditions of the proposed contract. A commitment letter is required for all subcontractors. No cost should be included in the commitment letter (Refer to RFP, Section 3.2.10).
- e. All proposed subcontractors must be listed on the GSPD-05-105 form. The full legal names of all proposed subcontractors (including independent consultants) that will be used to perform services on the Bidder Declaration (GSPD-05-105) in accordance with the instructions stated on the form (Refer to RFP, Section 3.2.9).

8. Organization Chart

Include an organization chart showing the hierarchy of Key Personnel working on this project. The organization chart must show the relationship between the bidders' Project Manager, Fiscal Manager, and all Key Personnel of the bidder's organization and all other parties (subcontractors and/or independent consultants) that will have primary responsibility for managing, directing, overseeing and/or conducting the work of the project.

Additionally, the organization chart must include for the prime contractor, the job position title and name of Key Personnel, subcontractors and/or independent consultants identified above, as well as, the job position title and name of each supervisor who has approval authority over Key Personnel, subcontractors and/or independent consultants and the relationship of the individuals to the bidder, i.e., bidder, bidder's employee, subcontractor, or subcontractor's employee. In addition, the subcontractor must identify the supervisor who has approval authority over their Key Personnel.

9. Staffing Labor Hours by Task and Subtask

For each individual and job position title (including Project Manager, Fiscal Manager, and any key personnel), include the specific tasks and subtasks each individual/job position title that will perform services, and the specific number of labor hours the individual/job position title will devote to each task and subtask contained in Section 7 Scope of Project. Please refer to RFP Section 3.2.3 and Attachment 4, Sample Technical Proposal Staffing Labor Hours Worksheets. A Staffing Labor Hours Worksheet (Attachment 4) must be completed for each fiscal year covered under this contract or part thereof. The labor hours specified in the Staffing Labor Hours Worksheet (Attachment 4) must correlate with the labor hours contained in the Cost Proposal.

Do not include cost information with the Technical Proposal. Cost information included in any section or in any required attachment to the Technical Proposal may result in disqualification and removal of the proposal from further review at the sole discretion of the CDE.

10. Subcontractor Labor Hours by Task and Subtask

If subcontractors (See RFP, Section 2.8 for definition of “subcontractors”) are being used, separate Technical Proposal Staffing Labor Hours Worksheets (Attachment 4) must be completed for each subcontractor. For each subcontractor identify each individual and job position title, include the specific tasks and subtasks each individual/job position title that will perform services, and the specific number of labor hours the individual/job position title will devote to each task and subtask contained in Section 7 Scope of Project. A Staffing Labor Hours Worksheet must be completed for each fiscal year contained in this contract or part thereof. The labor hours specified in the Technical Proposal Staffing Labor Hours Worksheet (Attachment 4) must correlate with the labor hours contained in the Cost Proposal.

In the event that a specific subcontractor does not perform a task by hours (for example a printer) but rather they charge by the job, then the bidder may list “0” hours and make a notation on Attachment 4 to that effect without including any costs.

For example:

“Printer company name: Task 2, 0 hours*

**Printer will not charge hourly, but by print job.”*

Do not include cost information with the Technical Proposal. Cost information included in any section or in any required attachment to the Technical Proposal may result in disqualification and removal of the proposal from further review at the sole discretion of the CDE.

3.1.4 Capacity

The Technical Proposal must describe and demonstrate in detail the bidder’s capacity and ability to perform and administer all tasks related to this project. If the bidder will be subcontracting a portion of the work, the Technical Proposal must describe and demonstrate in detail the subcontractor’s capacity and ability to perform the portion of the work in which the subcontractor will be involved.

As outlined in Section 2.2, Minimum Qualifications for Bidders, the successful bidder must have the capacity and experience to conduct the work outlined in Section 7 of this RFP. The technical proposal must describe the bidder’s capacity to provides federally approved assessments, accountability, management of information systems, and program evaluation components for all federally funded and state funded adult education providers in California.

The successful bidder have the capacity to provide products are necessary to meet compliance requirements state and federal requirements as outlined in the AEFLA for the ABE, ASE, IET and IELCE Programs.

The successful bidder must detail the capacity to provide state and federal approved: 1) Adult Education Assessement Instruments, 2) State-Wide Database and Data Collection Software System, 3) Technical Assistance, 4) Statistical Performance Report, 5) Narrative Report, 6) Data Quality Checklist with improvement plan if needed, 7) Data Quality Checklist Certification, and 8) Coordination with CDE and other CDE AEO Contractors. Specifically, the successful bidder must detail their experience providing state and federally approved management of information

systems, assessments and materials to local agencies on a large scale to more than 250 agencies and over 500,000 students.

3.1.5 Facilities and Resources

The Technical Proposal must describe in detail the prime bidder's company/business and its ownership structure. The Technical Proposal must describe in detail a description of the prime bidder's and the subcontractor's (if any), facilities and equipment that supports the work outlined in Section 7 of the RFP. The Technical Proposal must state the location(s) of the office(s) from which the primary work on this contract is to be performed.

3.1.6 Bidder References

Provide three (3) references using the Bidder Reference Form included in this RFP as Attachment 9. See RFP Section 3.2.8. References may be contacted to verify the information provided on the form. References that contain false or misleading statements shall be rejected. Failure to complete and include the form with the Technical Proposal may cause your proposal to be rejected and deemed non-responsive.

3.1.7 Disabled Veteran Business Enterprise (DVBE) Program Requirements

In accordance with Public Contract Code section 10115 et. seq., and California Military and Veterans Code section 999, et. seq., every bidder must comply with the Disabled Veteran Business Enterprise (DVBE) program participation requirements. These requirements apply whether conducting business as a public agency, profit or non-profit individual, partnership or corporation. In order to be deemed responsive and eligible for award of the contract, the Technical Proposal must ensure that the bidder will adhere to the prescribed participation requirements. See RFP, Section 3.2.15 for forms and attachments required to comply with DVBE Program Requirements.

This solicitation requires a minimum three percent DVBE participation.

The three percent DVBE participation percentage must be based on the total contract dollar value. A proposal will be disqualified if DVBE requirements are not met.

Do not include cost information with the Technical Proposal. Cost information included in any section or in any required attachment to the Technical Proposal may result in disqualification and removal of the proposal from further review at the sole discretion of the CDE.

3.2 Technical Proposal Required Forms/Attachments

The bidder's Technical Proposal must be submitted as specified in Section 3.5 Submission of Proposal and must include the following correctly completed attachments. Failure to complete the attachments correctly or missing attachments may cause your proposal to be deemed non-responsive and therefore rejected.

3.2.1 Attachment Checklist (RFP Attachment 2)

The Attachment Checklist (RFP Attachment 2) must be completed and submitted with the original Technical Proposal, along with originals of all correctly completed required forms/attachments. A copy of the form and required forms/attachments must be included with each copy of the Technical Proposal. The CDE will review the contents of the Attachment Checklist for the presence and completion of all required forms/attachments (See Section 4 Evaluation Process). Proposals that do not provide all of the correctly completed forms/attachments as required by the RFP may be rejected as non-responsive.

3.2.2 Bidder Certification Sheet (RFP Attachment 3)

The Bidder Certification Sheet (RFP Attachment 3) must be completed and signed by an individual who is authorized to bind the bidder contractually. The Bidder Certification Sheet must be completed and submitted with the original Technical Proposal and a copy of the form included with each copy of the Technical Proposal.

Only an individual who is authorized to contractually bind the Bidder shall sign the Bidder Certification Sheet (RFP Attachment 3). The individual signing the Bidder Certification Sheet must indicate their position title. The mailing address, telephone number, and email address of the authorized representative who signed the Bidder Certification Sheet must be included.

3.2.3 Technical Proposal Staffing Labor Hours Worksheets (RFP Attachment 4)

Technical Proposal Staffing Labor Hours Worksheets (RFP Attachment 4) must be completed for each fiscal year, or part thereof. If subcontractors are being used, separate Staffing Labor Hours Worksheets (RFP Attachment 4) must be submitted for each subcontractor. See RFP Section 3.1.3 (3.1.3.9 and 3.1.3.10).

- For each individual and job position title (including Project Manager, Fiscal Manager, and any key personnel), include the specific tasks and subtasks each individual/job position title that will perform services and the specific number of labor hours the individual/job position title will devote to each task and subtask contained in Section 7 Scope of Project. A Staffing Labor Hours Worksheet (Attachment 4) must be completed for each fiscal year covered under this contract or part thereof. The labor hours specified in the Staffing Labor Hours Worksheet (Attachment 4) must correlate with the labor hours contained in the Cost Proposal. Do not include cost information with the Technical Proposal. Cost information included in any section or in any required attachment to the Technical Proposal may result in disqualification and removal of the proposal from further review at the sole discretion of the CDE.
- If subcontractors (See RFP, Section 2.8 for definition of “subcontractors”) are being used, separate Technical Proposal Staffing Labor Hours Worksheets (Attachment 4) must be completed for each subcontractor.
- In the event that a specific subcontractor does not perform a task by hours (for example a printer) but rather they charge by the job, then the bidder may list “0” hours and make a notation on Attachment 4 to that effect without including any costs.

For example:

"Printer company name: Task 2, 0 hours*

**Printer will not charge hourly, but by print job."*

3.2.4 Federal Certifications (RFP Attachment 5)

Federal Certifications (RFP Attachment 5) must be completed, signed and dated with an original signature on the form and included in the original Technical Proposal and a copy of the form included with each copy of the Technical Proposal.

3.2.5 Darfur Contracting Act Certification (RFP Attachment 6 or 6a)

Darfur Contracting Act Certification (RFP Attachment 6) must be completed if the business entity (bidder) currently or within the previous three years has had business activities or other operations outside the United States. Or, if the business entity (bidder) has not within the previous three years had business activities or other operations outside the United States, then the Darfur Contracting Act Certification Supplemental (RFP Attachment 6a) form must be completed. The completed form must be signed and dated with an original signature and included in the original Technical Proposal and a copy of the form included with each copy of the Technical Proposal.

3.2.6 Iran Contracting Act Certification (RFP Attachment 7)

Iran Contracting Act Certification (RFP Attachment 7) must be completed, signed and dated with an original signature on the form included in the original Technical Proposal and a copy of the form included with each copy of the Technical Proposal.

3.2.7 California Civil Rights Laws Certification (RFP Attachment 8)

California Civil Rights Laws Certification (RFP Attachment 8) must be completed, signed and dated with an original signature on the form included in the original Technical Proposal and a copy of the form included with each copy of the Technical Proposal.

3.2.8 Bidder References (RFP Attachment 9)

Bidders must provide three (3) references using the Bidder Reference Form included in this RFP (Attachment 9). See RFP Section 3.1.6. References may be contacted by CDE to verify the information provided on the form. References that contain false or misleading statements shall be rejected. Failure to complete and include the form with the Technical Proposal will cause your proposal to be rejected and deemed non-responsive.

3.2.9 Bidder Declaration (GSPD-05-105)

The Bidder Declaration form (GSPD-05-105) must be completed in accordance with the instructions provided on the form. All subcontractors (see Section 2.8 for definition of a "subcontractor") and/or independent consultants proposed to be used for this project must be identified on the Bidder Declaration form. Subcontractors listed on the Bidder Declaration form must match the subcontractors and/or independent consultants named in response to RFP

Section 3.1.3 (Organization Structure and Personnel Resources). The Bidder Declaration form can be found at <https://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd05-105.pdf>.

The Bidder Declaration form will be used to determine compliance with DVBE participation requirements as specified in RFP Section 3.1.7, 3.2.15 and Attachment 10. The form must be completed, signed and dated with an original signature on the form included in the original Technical Proposal and a copy of the form included with each copy of the Technical Proposal. A print out of the Supplier Profile for each participating DVBE must also be included with each copy of the Technical Proposal. The Supplier Profile can be found on the DGS website, <https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspxc>.

3.2.10 Subcontractor Commitment Letter(s)

A subcontractor commitment letter, signed by an official representative of each subcontractor or independent consultant (see RFP Section 2.8 for definition of subcontractor), acknowledging their intended participation/availability and confirmation that they have been made aware of the terms and conditions of the proposed contract is required for each subcontractor who will provide services in the bidder's Technical Proposal. A commitment letter is required for all subcontractors and/or independent consultants, which are also required to be named in response to RFP Section 3.1.3. No cost should be included in the commitment letter. Each letter must be completed, signed and dated with an original signature included in the original Technical Proposal and a copy of the letter included with each copy of the Technical Proposal.

3.2.11 Contractor Certification Clauses CCC 04/2017

Contractor Certification Clauses CCC 04/2017. The CCC 04/2017 must be completed, signed and dated with an original signature on the form and included in the original Technical Proposal and a copy of the form included with each copy of the Technical Proposal. The CCC 04/2017 can be found at <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>.

3.2.12 Payee Data Record (STD. 204)

The Payee Data Record (STD. 204) must be fully completed, signed and dated with an original signature on the form included with the original Technical Proposal and a copy of the form included with each copy of the Technical Proposal. The Payee Data Record STD. 204 can be found at <http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf>.

The Payee Data Record Supplement (STD. 205) may be completed, signed and dated with an original signature and included with the original Technical Proposal and a copy of the form included with each copy of the Technical Proposal if the bidding firm must identify a remittance address if different from the mailing address identified on the STD. 204. The Payee Data Record Supplemental STD. 205 can be found at <https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std205.pdf>.

3.2.13 Certificate of Good Standing

A copy of the bidding firm's most current Certificate of Good Standing issued by the California Secretary of State, or a separate paragraph that clearly states the bidder's legal status and

evidence that it is legally constituted and qualified to do business with the State of California (see RFP, Section 2.1 Bidder Eligibility).

3.2.14 Conditional Attachments

The following two (2) attachments are required by the successful bidder of this RFP, upon award of the contract, and do not need to be included with the bidders' Technical Proposal. However, bidders are required to certify on the Bidder Certification Sheet (RFP Attachment 3) that Attachment 12 and Attachment 13 will be completed and signed in accordance with the instructions indicated below:

A. Conflict of Interest and Confidentiality Statement (RFP Attachment 12)

The Conflict of Interest and Confidentiality Statement (RFP Attachment 12) must be completed, signed and dated by the successful bidder, and all subcontractors, as a condition of receipt of the contract. By signing the Bidder Certification Sheet (RFP Attachment 3), the bidder agrees to comply with this requirement.

B. California Department of Education Computer Security Policy (RFP Attachment 13)

The California Department of Education Computer Security Policy (RFP Attachment 13) must be completed, signed and dated by the bidder, subcontractors and each of their employees engaging in services to CDE related to this RFP and the resulting contract and kept on file by the bidder and made available to the CDE upon request, as a condition of receipt of the contract. By signing the Bidder Certification Sheet (RFP Attachment 3) the bidder agrees to comply with this requirement.

3.2.15 Disabled Veteran Business Enterprise (DVBE) Program Requirements

In accordance with Public Contract Code section 10115 et. seq., and California Military and Veterans Code section 999, et. seq., every bidder must comply with the DVBE program participation requirements. These requirements apply whether conducting business as a public agency, profit or non-profit individual, partnership or corporation. In order to be deemed responsive and eligible for award of the contract, the bidder must attain the prescribed participation requirement.

This solicitation requires a minimum three percent DVBE participation.

The three percent DVBE participation percentage must be based on the total contract dollar value. A proposal will be disqualified if DVBE requirements are not met.

RFP Attachment 10 contains information and instructions which each bidder must comply with in order to achieve the required participation percentage.

All bidders must document DVBE participation commitment by completing and submitting the following forms with the Technical Proposal:

A. The Bidder Declaration Form (GSPD-05-105)

The Bidder Declaration Form (GSPD-05-105) must be completed in accordance with the instructions provided on the form. When completing the Bidder Declaration, bidders must identify all subcontractors proposed for participation in the contract (See RFP Section 3.2.9). Bidders must identify the percentage figure representing the percentage of participation for each subcontractor, including the DVBE subcontractor, rather than an actual dollar figure. The percentages must total three percent or more. No actual dollar figures should appear on the Bidder Declaration. This solicitation requires a minimum of three percent total DVBE participation.

The Bidder Declaration form can be found at
<https://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd05-105.pdf>.

B. DVBE Subcontractor Commitment Letter

The Technical Proposal must include a subcontractor commitment letter from each DVBE subcontractor signed by an official representative of each subcontractor or independent consultant, acknowledging their intended participation/availability and confirmation that they have been made aware of the terms and conditions of the proposed contract. No cost should be included in the commitment letter. Each letter must include the solicitation number and be signed and dated with an original signature included in the original Technical Proposal and a copy of the letter included with each copy of the Technical Proposal.

C. DVBE Certification

The Technical Proposal must include a copy of the DVBE certification for each DVBE contractor/subcontractor. DVBE certification confirmation can be printed from Cal eProcure at
<https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx>.

D. Disabled Veteran Business Enterprise (DVBE) Declaration (STD. 843)

The DVBE Declaration form (STD. 843) must be completed in accordance with the instructions on the form for all DVBE entities who will work on this project. The DVBE Declaration form will be used to confirm compliance with DVBE participation requirements as specified herein and Attachment 10. The form must be completed, signed and dated with an original signature on the form included in the original Technical Proposal and a copy of the form included with each copy of the Technical Proposal.

The DVBE Declaration form can be found at
https://www.documents.dgs.ca.gov/dgs/fmc/gspd/pd/pd_843.pdf.

The successful bidder is contractually obligated to use the subcontractors for the corresponding work identified unless the CDE agrees to a substitution and it is incorporated by amendment to the contract (See RFP Section 11.11). Bidders must provide notification to DVBE subcontractors immediately after an award is announced by the CDE.

Final determination of “meeting the participation requirements” by the bidder shall be at the sole discretion of the CDE.

3.2.16 Preference Programs

The State of California has the following preference programs to encourage participation in state contracts by various segments of the business community:

A. Small Business Preference

A five percent (5 percent) bid preference is available and will be applied in accordance with Attachment 11. The small business preference will be applied to those bidders declaring their eligibility on the Small Business and Non-Small Business Subcontractor Preferences (RFP Attachment 11). Attachment 11 must be completed, signed and dated with an original signature on the form included in the original Technical Proposal and a copy of the form included with each copy of the Technical Proposal, if the preference is being claimed. The bidder must include a print out of the Supplier Certification Profile, if applying for the preference. The Supplier Certification Profile can be found on the DGS website, <https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx>.

Information regarding this preference program may be obtained on the DGS website, <https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/How-to-do-business-with-the-state-of-California>.

B. DVBE Incentive Option

In accordance with Section 999.5(a) of the Military and Veterans Code, an incentive will be given to responsive and responsible bidders who commit to DVBE participation as outlined below. The incentive amount for awards based on the lowest responsive/responsible Cost Proposal received will vary in conjunction with the percentage of DVBE participation. The incentive is only given to those bidders who are responsive to the DVBE Program Requirements (See RFP, Section 3.1.7; and Section 3.2.15) and includes DVBE participation in the resulting contract. The following represents the percentages that will be applied toward the bidder's Cost Proposal amount:

- Confirmed DVBE Participation of 5% or more, the DVBE Incentive is 5%.
- Confirmed DVBE Participation of 4% to 4.99%, the DVBE Incentive is 4%.
- Confirmed DVBE Participation of 3% to 3.99%, the DVBE Incentive is 3%.

Refer to RFP Attachment 10, California Disabled Veterans Business Enterprise Program Requirements for specific information regarding the DVBE Incentive Option.

C. Target Area Contract Preference Act

Information regarding this preference program may be obtained at the Department of General Services, Preference Unit website, <https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Request-a-Target-Area-Contract-Preference>. Bidders seeking to obtain a Target Area Contract Preference Act (TACPA) preference must complete and submit the TACPA Preference Request STD. 830 with their proposal submission. The TACPA Preference Request form can be found at <http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std830.pdf>.

3.2.17 Generative Artificial Intelligence (GenAI) Disclosure Notification

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.

Bidder / 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 report GenAI to the State may result in disqualification. The State reserves the right to seek any and all relief to which it may be entitled to as a result of such non-disclosure.

Upon notification by a Bidder / 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.”

3.3 Cost Proposal Requirements

Each bidder must submit a Cost Proposal that contains all of the required items listed below. One original hardcopy (clearly marked original), three (3) copies (hardcopies) of the Cost Proposal, and one electronic copy of the Cost Proposal’s complete submission on a portable USB drive (must be separate from the Technical Proposal’s electronic portable USB drive), must be submitted sealed, marked, and packaged separately from the Technical Proposal.

The contract will be awarded to the lowest responsible bidder meeting the requirements of this RFP. The Cost Proposal will NOT be opened unless the technical proposal has successfully met the requirements of Phase I and II Technical Evaluation (see RFP Section 4 and Attachment 14). The lowest responsible bidder will be determined by the lowest total amount for the overall contract. The resulting contract will be a cost reimbursement contract using the Cost Proposal as the contract budget. (Refer to RFP, Section 2.8 for the definition of “cost reimbursement”).

3.3.1 Cost Proposal Specifications

The following fiscal years must be addressed in the Cost Proposal. The following proposed term of the contract spans three fiscal years, for a total of 24 months (refer to RFP, Section 2.8 for the definition of “fiscal year.”). The fiscal years defined in this RFP are as follows:

- 2025–2026: January 1, 2026 – June 30, 2026 (6 months)
- 2026–2027: July 1, 2026 – June 30, 2027 (12 months)
- 2027–2028: July 1, 2027 – December 31, 2027 (6 months)

The total contract bid amount must be for all tasks and subtasks specified in the scope of the

project (Refer to Section 7, Scope of Project, for required tasks and subtasks), including work performed by subcontractors, independent consultants, and all related labor costs, travel, overhead or indirect costs. No costs, direct or indirect, shall be omitted from the Cost Proposal.

Failure to provide detailed costs by prime/subcontractor and by task and subtask, and by fiscal year may result in the disqualification of the bidder's proposal. Detailed costs must correlate with the tasks and subtasks set forth in Section 7 of this RFP.

Computations must be calculated to the exact cent (expressed in dollars to two (2) decimal places).

Except where noted, the bidder is responsible for all logistics and costs incurred by the bidder or other program participants, including, but not limited to, travel costs (e.g. per diem and lodging), and meeting costs (meeting materials, interpreters, video hook-up fees, facilities rental, etc.).

Travel and per diem rates must not exceed those established for the State of California's non-represented employees, computed in accordance with and allowable pursuant to applicable California Department of Human Resources regulations. For current rates please refer to: <https://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>. The successful bidder is not responsible for costs of outside observers or the CDE staff.

Although the bidder may use their own budget format, all of the Cost Proposal requirements identified in RFP Section 3.3 must be included in the bidder's format.

The costs/rates must be reasonable. Every component of the cost is subject to reasonableness of cost justification to DGS, who may approve it at its discretion. If any portion of the cost is rejected by DGS, then the entire bid may be rejected.

Any proposed costs submitted by the bidder that are not included in the total amount for the overall contract as stated on the Cover Sheet, are not binding on CDE, or the State of California, and the bidder will be legally bound to fully perform all work for the total amount stated and absorb such amounts not included.

The Cost Proposal will NOT be opened unless the Technical Proposal has successfully met the requirements of Phase II, Technical Proposal Evaluation (Attachment 14).

The Cost Proposal must, at a minimum, contain the following sections:

3.3.2 Cost Proposal Cover Sheet

The first page of the Cost Proposal must be a Cover Sheet. Only the Cover Sheet will be read at the cost proposal bid opening. The Cover Sheet must indicate the TOTAL amount for the overall contract without any cost breakdowns.

A. The Cover Sheet should state:

<insert name of bidder> proposes to conduct the work associated with the Adult Education Accountability and Assessment Request for Proposal for \$<insert bid amount>.

- B. Any proposed costs submitted by the bidder that are not included in the total amount for the overall contract as stated on the Cover Sheet, are not binding on the CDE, or the State of California, and the bidder will be legally bound to fully perform all work for the total amount stated and absorb such amounts not included.

3.3.3 Summary of All Costs for Total Project

The Cost Proposal must contain a section that summarizes all costs for the total project, including all tasks identified in Section 7 of the RFP for all fiscal years or parts thereof, and including a total for each fiscal year. The summary of all costs for total project should clearly identify each subcontractor and the cost for each subcontract. Subcontractor costs include, but are not limited to, DVBE subcontractors, and independent consultants (See RFP, Section 2.8 for definition of subcontractor). The tasks in the Cost Proposal must coincide with the tasks set forth in the RFP Section 7.

3.3.4 Task and Subtask Detail for Contractor and for Each Subcontractor for Each Fiscal Year

The Cost Proposal must contain a section that in detail breaks down all costs and rates associated with each task and each subtask set forth in RFP Section 7 for the bidder and for each subcontractor by fiscal year or part thereof. All costs by subtask must be detailed for each fiscal year.

At a minimum, the task and subtask detail must include individual line items for the following:

A. Detailed Labor Costs

Detailed labor costs including hourly salary rates and number of labor hours for each job position title/name (must correspond with the hours, job position titles, and names contained in the Technical Proposal Staffing Labor Hours Worksheet, Attachment 4). The Project Manager, Fiscal Manager, and all other identified Key Personnel (identified in bidder's Technical Proposal response for Section 3.1) must be identified by name and job title in the Cost Proposal, and others by job title only.

B. Detailed Direct Costs

The Cost Proposal must include an itemized detailed description of direct costs to specify what is included for any proposed direct costs and does not include any labor costs.

C. Overhead and Indirect Costs

The Cost Proposal must identify the rate of any indirect cost(s) included. The Cost Proposal must include a detailed narrative description to specify what is included for any indirect costs rates proposed. Indirect costs must not cover costs covered under other costs identified in the Cost Proposal.

D. Travel Rates

All travel costs do not exceed established travel rates pursuant to the rates as established by the California Department of Human Resources, for current rates please refer to:

<https://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>.

The Cost Proposal must include an acknowledgement that travel and per diem rates will not exceed those established for the State of California's non-represented employees, computed in accordance with and allowable pursuant to applicable California Department of Human Resources regulations.

The contractor must ensure that all receipts for travel are retained. CDE may require submission of receipts with invoices. All business expenses are to be incurred as a result of conducting state business and are subject to review/verification by the CDE.

Contractors/subcontractors are subject to the same rules and requirements if they are reimbursed for travel. Meals when the individual is not on travel status and refreshments or break service at meetings are not reimbursable.

E. Subcontractor/DVBE Costs

The Cost Proposal must identify which labor, goods, or services within a task are being provided by a subcontractor, including but not limited to DVBE subcontractor(s). The Cost Proposal must contain a section that in detail breaks down all subcontractor costs for each task and subtask that will be provided by a subcontractor, for each fiscal year covered under this RFP, or part thereof.

3.3.5 Cost Proposal Packaging

The Cost Proposal must be submitted in a separately sealed envelope, marked as specified in RFP Section 3.5 Submission of Proposal.

3.4 Errors in a Bidder's Technical and/or Cost Proposal

An error in the proposal may cause rejection of that bid; however, the CDE may, at its sole discretion, retain the proposal and require certain corrections. In determining if a correction will be made, the CDE will consider the conformance of the bid to the format and content required by the RFP, and any unusual complexity of the format and content required by the RFP.

If the bidder's intent is clearly established based on review of the submitted proposal, the CDE may, at its sole discretion, require a bidder to correct an error based on that established intent. The CDE may, at its sole discretion, require a bidder to correct obvious clerical errors. The CDE may, at its sole discretion, require a bidder to correct errors of omission, and in the following three situations, the CDE will take the indicated actions if the bidder's intent is not clearly established by the complete bid submittal:

- A. If a deliverable, task, subtask, or staff is described in the narrative and omitted from the Cost Proposal, it will be interpreted to mean that the deliverable, task, subtask, or staff will be provided by the bidder at no cost.
- B. If a deliverable, task, or subtask is not mentioned at all in the bidder's proposal, the bid will

be interpreted to mean that the bidder does not intend to perform that deliverable, task, or subtask.

- C. If a deliverable, task, or subtask is omitted, and the omission is not discovered until after contract award, the bidder shall be required to perform that deliverable, task, or subtask at no cost.

3.5 Submission of Proposal

- A. Proposals must provide clear and concise descriptions of the bidder's ability to satisfy the requirements of this RFP. The proposals must include all requirements specified in this RFP. Omissions, inaccuracies or misstatements may be sufficient cause for rejection of a proposal.
- B. **Technical Proposal:** The original Technical Proposal must be a single sided, hardcopy marked "Original Copy." All documents contained in the original Technical Proposal package must have original signatures and must be signed by the person who is authorized to bind the bidder. All additional copies of the Technical Proposal may be single-sided hard copies (should the additional sets be double-sided; the bidder must ensure that text is not missing when three-hole punched) and may contain photocopies of the original package. The Technical Proposal package should be prepared in the least expensive method. All copies of the Technical Proposal may be submitted in a binder(s) and may use three-hole punch. The electronic copy must be on a portable USB drive and must contain the complete Technical Proposal (RFP Section 3.1 and 3.2).

Cost Proposal: The original Cost Proposal must be a single sided, hardcopy marked "Original Copy." All additional copies of the Cost Proposal may be single-sided hard copies (should the additional sets be double-sided; the bidder must ensure that text is not missing when three-hole punched) and may contain photocopies of the original package. The Cost Proposal package should be prepared in the least expensive method. All copies of the Cost Proposal may be submitted in a binder(s) and may use three-hole punch. The electronic copy must be on a portable USB drive, separate from the Technical Proposal's portable USB drive, and must contain the complete Cost Proposal (RFP Section 3.3).

- C. All original/copies/portable USB drives for the Technical Proposal must be sealed and packaged separately from the original/copies/portable USB drives for the Cost Proposal.
- D. Original signature shall mean a manual handwritten signature or mark in wet ink.
- E. Proposals must be submitted for the performance of all tasks/subtasks described herein. Any deviation from the tasks/subtasks described in Section 7 (Scope of Project) will not be considered and will cause a proposal to be rejected.
- F. The CDE does not accept alternate Agreement language from a bidder. A proposal with such language will be considered a counter proposal and will be rejected.
- G. The State General Terms and Conditions GTC 02/2025 are not negotiable and will be incorporated into the final contract (See RFP Section 9). The General Terms and

Conditions can be found at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>.

H. Proposals shall be submitted in two (2) separate sealed packages/envelopes:

1. **First Sealed Package/Envelope:** Technical Proposal — One Original Technical Proposal, three copies, and one portable USB drive with all requirements specified in Section 3.1 and 3.2 of this RFP.
2. **Second Sealed Package/Envelope:** Cost Proposal — One Original Cost Proposal, three copies, and one portable USB drive with all requirements specified in Section 3.3 of this RFP.

I. Proposals must be received by the CDE no later than the time, day, and date specified in RFP Section 2.3 (RFP Schedule of Events). The proposal package/envelope must be plainly marked with the RFP number and title, your firm name, address, and must be marked with “DO NOT OPEN”, as shown below:

1. FIRST SEALED PACKAGE/ENVELOPE WITH TECHNICAL PROPOSAL:

Agency/Firm Name
Address
RFP Number CN250016
RFP – Adult Education Accountability and Assessment
TECHNICAL PROPOSAL – DO NOT OPEN

2. SECOND SEALED PACKAGE/ENVELOPE WITH COST PROPOSAL:

Agency/Firm Name
Address
RFP Number CN250016
RFP – Adult Education Accountability and Assessment
COST PROPOSAL – DO NOT OPEN

Proposals not submitted under sealed cover and marked as indicated above may be rejected. If the proposal is made under a fictitious name or business title, the actual legal business name of bidder must be provided.

J. Both of the individually sealed and labeled proposal packages (Technical and Cost Proposals) can be boxed and mailed/delivered together. Label and mail or deliver, in accordance with the instructions provided below, to the following location:

California Department of Education
Fiscal and Administrative Services Division
Attention: Contracts Office – Jaymi Brown – DO NOT OPEN
1430 N Street, Suite 2213
Sacramento, CA 95814-5901

In the upper portion of the sealed, mailed box/package, label the outer package as follows:

- K. To arrange for a time to deliver in person, please email CONTRACTSOFFICE@cde.ca.gov with the Subject: "Proposal Delivery for CDE RFP – Adult Education Accountability and Assessment"
- L. Each Technical Proposal will be reviewed in accordance with Section 4 Evaluation Process to determine if it meets the proposal requirements contained in the RFP.

3.6 Proposal Submission Conditions

- A. The CDE may reject any or all proposals at its reasonable discretion. Examples include, but are not limited to, a proposal that is not responsive, does not meet the technical standards, is not from a responsible bidder, is from a bidder suspected of past or present collusion, is conditional or incomplete, contains unauthorized options or alternatives, is one of multiple alternative proposals from the same bidder, is suspected to be the product of collusion or otherwise is suspect or contains irregularities of any kind. Alternatively, the CDE may waive any immaterial defects in a proposal or may require bidders to correct an immaterial defect or request clarification at any time during the RFP process. The CDE's waiver of an immaterial defect shall in no way modify the RFP document or excuse the bidder from full compliance with all requirements if the bidder is awarded the contract.
- B. Costs for developing proposals and in anticipation of award of the contract, is the sole responsibility of the bidder and shall not be charged to the State of California under any circumstance.
- C. A bidder may withdraw its proposal only by submitting a written withdrawal request to the CDE that is signed by the bidder's authorized representative prior to the bid submission deadline. Proposals may not be withdrawn or modified after the bid submission deadline.
- D. A bidder may modify a proposal after its submission only by withdrawing its original proposal and resubmitting a new proposal prior to the bid submission deadline. Proposal modifications offered in any other manner, oral or written, will not be considered.
- E. The CDE may modify the RFP by issuance of an addendum to all parties who received a proposal package. All addenda will be posted on the Cal eProcure website, <https://caleprocure.ca.gov/pages/Events-BS3/event-search.aspx>, as well as the CDE's Funding website, <http://www.cde.ca.gov/fq/fo/af>. The CDE also reserves the right to cancel the RFP in its entirety at its discretion. The CDE is not required to award a contract.
- F. Each bidder is solely and entirely responsible for all aspects of its proposal. Before submitting documents, bidders should carefully examine any RFP specifications or RFP requirements and fully proof the documents. In the event a proposal contains errors, inaccurate assumptions, inconsistencies or other defects, the CDE shall interpret the proposal in the manner it determines is the most favorable to the state of California.

- G. More than one proposal or a proposal that includes various options or alternatives from an individual, firm, partnership, corporation or association under the same or different names, may be rejected. Reasonable grounds for believing that any bidder has submitted more than one proposal for the work contemplated herein will cause the rejection of all proposals submitted by that bidder. If there is reason for believing that collusion exists among the bidders, none of the participants in such collusion will be considered in this procurement or future procurements.

3.7 Disposition of Proposals

Upon proposal opening, all documents submitted in response to this RFP will become the property of the State of California and will be regarded as public records under the California Public Records Act (Government Code section 7920.000 et seq.) and subject to review by the public. The State cannot prevent the disclosure of public documents. However, the contents of all proposals, draft proposals, correspondence, agenda, memoranda, working papers, or any other medium which discloses any aspect of the bidder's proposal, shall be held in the strictest of confidence until the "Notice of Intent to Award" is posted. We recommend that bidders register the copyright for any proprietary material submitted.

4. EVALUATION PROCESS

Each proposal including the Technical and Cost Proposal, shall be evaluated to determine responsiveness to the general requirements and components, as well as format and content requirements, as described in this RFP. Each bidder's proposal will be evaluated per the criteria in Attachment 14 and the requirements specified in this RFP, to determine the quality and degree of responsiveness to the requirements in this RFP. The evaluation process is designed to determine the quality of the bidder's submission.

A. Formal Requirements

1. At the time of the Technical Proposal opening, each Technical Proposal will be checked for the presence or absence of required information in conformance with the submission requirements of this RFP. Proposals that do not provide requested information may be rejected as non-responsive.
2. Technical Proposals that contain false or misleading statements, or which provide references that do not support an attribute or condition claimed by the proposer, shall be rejected.
3. The CDE will evaluate each Technical Proposal to determine its responsiveness to the CDE's needs. Technical Proposals will be rated by an evaluation panel using a consensus process for determining final scores as noted below.

B. Technical Proposal Evaluation

1. Phase I: Pre-Evaluation Review – Attachment Checklist

The CDE will review the contents of the bidder's Technical Proposal Attachment Checklist for the presence of all correctly completed required forms/attachments. Bidders will be rated on the basis of Pass/Fail. Proposals that do not provide all of the forms/attachments, correctly completed as required by the RFP may be deemed as non-responsive and the bidder will receive a Fail for this portion of the evaluation process, which may result in the elimination of the bidder's Proposal from further consideration. The CDE reserves the right, at its sole discretion, to overlook, correct, or require a bidder to remedy any obvious clerical or incidental errors on a proposal, if the correction does not result in an increase in the bidder's total price. Bidders may be required to initial corrections.

2. Phase II: Technical Proposal Evaluation

An evaluation panel will evaluate those Technical Proposals that pass the Phase I: Pre-Evaluation Review and meet the proposal submission requirements. The evaluation will be based on the criteria shown in Phase II, Technical Proposal Evaluation Criteria of Attachment 14. Only those Technical Proposals that achieve the required minimum points stated in Attachment 14 will move on to the Public Opening of the Cost Proposal. Those Technical Proposals receiving less than the minimum points stated in Attachment 14 will not receive further consideration. During the evaluation phase, the

CDE reserves the right, at its sole discretion, to request clarification on any aspect of the Technical Proposal.

C. Public Opening of the Cost Proposal

1. Cost Proposals will be opened for bidders who achieved the required minimum points in Phase II, Technical Proposal Evaluation (or Phase III), as scored using Attachment 14. The final selection will be made on the basis of the lowest responsive Cost Proposal from a responsible bidder. The Public Opening of the Cost Proposal will be held at 1430 N Street, Room 4102, Sacramento, California, 95814 at the time, day, and date specified in RFP Section 2.3 RFP Schedule of Events.
2. The CDE will review the opened Cost Proposal(s) for compliance with the standards and requirements in the RFP (see RFP Section 3.3, and Attachment 14) including a review comparing the hours listed in the Cost Proposal with the hours listed in the Technical Proposal, Staffing Labor Hours Worksheet component of the Technical Proposal. The CDE reserves the right, at its sole discretion, to overlook, correct, or require a bidder to remedy any obvious clerical or incidental mathematical errors on a proposal, if the correction does not result in an increase in the bidders' total price. Bidders may be required to initial corrections. Inconsistencies between the Technical Proposal and the Cost Proposal may result in the rejection of the proposal.
3. The Small Business, DVBE, and TACPA preference program incentives will be computed by the CDE Contracts Office if the required documentation is included in the proposal. Adjustment to the bid price will be made accordingly. The preference program incentives are used only for computation purposes to determine the winning bidder and do not alter the amounts of the resulting contract.
4. If no proposals are received containing bids offering a price, which in the opinion of the CDE is a reasonable price, the CDE is not required to award an Agreement (Public Contract Code Section 10344 [d]).
5. Every component of the cost is subject to reasonableness of cost justification to the DGS, who may approve it at its discretion. If any portion of the cost is rejected by the DGS, then the entire bid may be rejected.

D. Miscellaneous Award Issues

1. The CDE does not negotiate rates and/or costs listed on any Cost Proposal submitted.
2. An error in the proposal may cause rejection of that bid; however, the CDE may, at its sole discretion, retain the proposal and require certain corrections. In determining if a correction will be made, the CDE will consider the conformance of the bid to the format and content required by the RFP, and any unusual complexity of the format and content required by the RFP.

If the bidder's intent is clearly established based on review of the submitted proposal, the CDE may, at its sole discretion, require a bidder to correct an error based on that established intent. The CDE may, at its sole discretion, require a bidder to correct obvious clerical errors or incidental mathematical computation errors. The CDE may, at

its sole discretion, require a bidder to correct incidental errors of omission, and in the following three situations, the CDE will take the indicated actions if the bidder's intent is not clearly established by the complete bid submittal:

- a. If a deliverable, task, subtask, or staff is described in the narrative and omitted from the Cost Proposal, it will be interpreted to mean that the deliverable, task, subtask, and staff will be provided by the bidder at no cost.
 - b. If a deliverable, task, or subtask is not mentioned at all in the bidder's proposal, the bid will be interpreted to mean that the bidder does not intend to perform that deliverable, task, or subtask.
 - c. If a deliverable, task, or subtask is omitted, and the omission is not discovered until after contract award, the bidder shall be required to perform that deliverable, task, or subtask at no cost.
3. The bidder is advised that should this RFP result in an award of a contract, the contract will not be in force and no work shall be performed until the contract is fully approved by the DGS and the bidder is notified by the CDE Contract Monitor that services may begin.

5. AWARD AND PROTEST

- A. Notice of Intent to Award will be posted for five (5) working days beginning on the day and date specified in RFP Section 2.3 RFP Schedule of Events, in the CDE lobby located at 1430 N Street, Sacramento, California, and may be posted on the CDE's Funding Web site, <http://www.cde.ca.gov/fq/fo/af>. During the same period, proposals and rating sheets will be available for public inspection at 1430 N Street, Sacramento, California, during normal business hours by submitting a request to the contact person identified in Section 2.5 of this RFP. After the five (5) day notice has been completed, the proposed awardee will be formally notified by mail or email.
- B. If prior to the formal award, any bidder files a protest with the DGS against the awarding of the contract, the contract shall not be awarded until either the protest has been withdrawn or the DGS has decided the matter. Within five (5) days after filing the protest, the protesting bidder shall file with the DGS, a full and complete written statement on the grounds that the (protesting) bidder would have been awarded the contract had the CDE correctly applied the evaluation standards in the RFP, or if the CDE followed the evaluation and scoring methods in the RFP. It is suggested that bidders submit any protest by certified or registered mail to:
1. California Department of Education
Contracts Office
Attention: Jaymi Brown
1430 N Street, Suite 2213
Sacramento, CA 95814
Email: JaBrown@cde.ca.gov, with CC: CONTRACTSOFFICE@cde.ca.gov
 2. Department of General Services
Office of Legal Services
Attention: Bid Protest Coordinator
707 Third Street, 7th Floor, Suite 7-330
West Sacramento, CA 95605
Bid Protest Coordinator Email: OLSProtests@dgs.ca.gov

6. STANDARD CONDITIONS OF SERVICE

- A. Award of a contract as a result of the RFP shall be contingent on DGS approval, CDE executive approval, funding and program authorization provided to and by the CDE.
- B. Service shall be available no sooner than the express date set by the CDE and the bidder, after all approvals have been obtained and the contract is fully executed. Should the bidder fail to commence work at the agreed upon time, the CDE, upon five (5) days written notice to the Contractor, reserves the right to terminate the Agreement. In addition, the proposer shall be liable to the State for the difference between the bidder's Cost Proposal price and the actual cost of performing work by the second lowest proposer or by another Contractor.
- C. All proposals and related documents submitted in response to this RFP shall become the property of the State of California. Pursuant to the Public Contract Code and all other applicable laws, all proposals and related documents will be made available in their entirety for public inspection and reproduction. Submission of a proposal constitutes acceptance of the terms.
- D. Sections 7 through 11 of this RFP and the successful bidder's Technical and Cost Proposals for the contract will be incorporated into the final contract, which is a public document.
- E. All performance under the contract shall be completed on or before the termination date of the contract.
- F. No oral understanding or agreement shall be binding on either party.
- G. If a bidder is awarded a contract and refuses to sign the contract presented for signature within the time and manner required, the bidder will be liable to the CDE for actual damages resulting to the CDE therefrom or ten percent of the amount proposed, whichever is less.

7. SCOPE OF PROJECT

The Contractor must plan and budget for the costs of all tasks/subtasks and activities. The Technical Proposal may not contain any cost information.

The successful bidder must comply with all relevant laws and regulations in the performance of work in furtherance of the contract established pursuant to this procurement.

The term of the contract is from January 1, 2026, through December 31, 2027, which spans three fiscal years, for a total of 24 months. (Refer to RFP Section 2.8 for the definition of “fiscal year”). The fiscal years defined in this RFP are as follows:

- 2025–2026: January 1, 2026 – June 30, 2026 (6months)
- 2026–2027: July 1, 2026 – June 30, 2027 (12 months)
- 2027–2028: July 1, 2027 – December 31, 2027 (6 months)

At the sole discretion of the CDE, the contract may be extended by written agreement and formal amendment between the parties, for an additional year (12 months) beginning January 1, 2028, through December 31, 2028, at the same or lower rates, under the same terms and conditions. (Refer to RFP Section 2.4.3)

Proposals must be submitted for the performance of all tasks described herein. Any deviation from the tasks described in Section 7 (Scope of Project) will not be considered and will cause a proposal to be rejected. This RFP seeks proposals addressing five main tasks:

Task 1 – Coordination and Communications with the CDE

Task 2 – Reports, Invoices, and Data File Requirements

Task 3 – Comprehensive Plan and Schedule for Project Activities and Deliverables

Task 4 – Student Assessments

Task 5 – Data System and Management of Information System

TASK 1 – COORDINATION AND COMMUNICATIONS WITH THE CDE

This section of the Technical Proposal must acknowledge the bidder's commitment to completing all the requirements specified below in Task 1 and must provide a description of the approach and methodology by which the bidder will accomplish all the associated subtasks and activities. The Technical Proposal must contain sufficient detail to convey the bidder's knowledge of the subjects and skills necessary to successfully complete the project as stated in Task 1.

The successful bidder shall coordinate communications with the CDE during the entire contract period. The successful bidder shall provide timely and accurate communication and coordination with CDE staff and other policy, administrative, and advisory groups; attend and provide minutes for required meetings; adhere to the CDE Approval Schedule Requirements (See Task 1.5 – CDE Approval Schedule Requirements) for project deliverables. The bidder's proposal must include the following information to address Task 1 activities which include the following subtasks. The Task 1 activities include, but are not limited to, the following subtasks.

1.1 Orientation Meeting

The Technical Proposal must include a detailed plan for conducting an orientation meeting that will occur within the first two weeks of the commencement of this contract. The Technical Proposal must ensure that all key personnel of the prime contractor and any subcontractor(s) including the management team (Project Manager, Fiscal Manager, and any other key personnel identified in Section RFP 3.1.3), task leaders, and significant subcontractors will meet in person with the CDE for up to two full working days at the CDE headquarters located at 1430 N Street, Sacramento, California 95814.

In accordance with any recommendation(s) or order(s) contained in a Governor's executive order, an advisory or order of the California Department of Public Health, or an advisory or order of a county health department with authority over the area in which this contract is to be performed or an advisory or order of a law enforcement authority, the in-person meetings may be cancelled or changed to a virtual meeting at the discretion of the CDE. Therefore, any announcement for the event must state that the event may be in-person, virtual, or both. The CDE cannot reimburse the Contractor for any cancellation fees, deposit or pre-payments under any circumstances, even if the CDE decides to cancel the event.

The Technical Proposal must acknowledge and ensure that during the orientation meeting, the successful bidder will review each task and subtask(s), the detailed narrative schedule and timeline (See Task 3.1), and staffing regarding the proposed method(s) for implementation of the contract as contained in the bidder's Technical Proposal. The Technical Proposal must acknowledge and ensure that the detailed project schedule for all work will be decomposed to the third level (single product description) so that the CDE Contract Monitor can understand with sufficient granularity the contract/project work, as reported by the successful bidder. The Technical Proposal must describe in detail how the successful bidder will develop the meeting agenda in coordination with the CDE, take minutes, and, within five working days after the meeting, submit the meeting minutes to the CDE by email for review and approval. The orientation meeting must address all tasks, including timelines, questions, and concerns about

the implementation of the contract. The bidder must budget for this meeting and include all costs in the Cost Proposal. Do not include any cost information in the Technical Proposal.

1.2 Annual Planning Meeting

The Technical Proposal must include a detailed plan to coordinate an Annual Planning meeting with CDE that is to occur no later than November 15 annually to confirm the procedures and timeline for implementing subsequent year's activities. The Technical Proposal must ensure that all key personnel of the prime contractor and any subcontractor(s) including the management team (Project Manager, Fiscal Manager, and any other key personnel identified in RFP Section 3.1.3), task leaders, and significant subcontractors will meet with the CDE for two full working days. These meetings shall be either virtual (video conference technology) or in person at the CDE headquarters located at 1430 N Street, Sacramento, California 95814.

In accordance with any recommendation(s) or order(s) contained in a Governor's executive order, an advisory or order of the California Department of Public Health, or an advisory or order of a county health department with authority over the area in which this contract is to be performed or an advisory or order of a law enforcement authority, the in-person meetings may be cancelled or changed to a virtual meeting at the discretion of the CDE. Therefore, any announcement for the event must state that the event may be in-person, virtual, or both. The CDE cannot reimburse the Contractor for any cancellation fees, deposit or pre-payments under any circumstances, even if the CDE decides to cancel the event.

This meeting shall be either virtual (video conference technology) or in person. The Technical Proposal must acknowledge and ensure that the meeting must address all tasks, timelines, questions, and concerns related to the project. The Technical Proposal must acknowledge and ensure that during the meeting, the successful bidder will provide a review of all tasks, timelines, task implementation, deliverables, and status as contained in the Technical Proposal. The Technical Proposal must describe in detail how the successful bidder will develop the meeting agenda in coordination with the CDE, take minutes, and, within five working days after the meeting, submit the meeting minutes to the CDE by email for review and approval. The agenda must include the status of all pending activities along with the deadline and person(s) assigned to each activity. The bidder must budget for these meetings and include all costs in the cost proposal. Do not include any cost information in the Technical Proposal.

1.3 Monthly Management Meetings

The Technical Proposal must include a plan to hold monthly management meetings between the CDE and the successful bidder's Project Manager to review and discuss task implementation and status. The Technical Proposal must acknowledge and ensure that the successful bidder's key personnel, including staff and any proposed subcontractors, will be present and must attend, at the request of the CDE, the meetings as appropriate to the task. The meetings may be held either in person at the CDE headquarters in Sacramento, California, another agreed upon location or may be conducted via teleconference at the CDE's request.

In accordance with any recommendation(s) or order(s) contained in a Governor's executive order, an advisory or order of the California Department of Public Health, or an advisory or order of a county health department with authority over the area in which this contract is to be performed or an advisory or order of a law enforcement authority, the in-person meetings may be cancelled or

changed to a virtual meeting at the discretion of the CDE. Therefore, any announcement for the event must state that the event may be in-person, virtual, or both. The CDE cannot reimburse the Contractor for any cancellation fees, deposit or pre-payments under any circumstances, even if the CDE decides to cancel the event.

The Technical Proposal must describe in detail how the successful bidder will develop the meeting agenda in coordination with the CDE, take minutes, and, within five working days after the meeting, submit the meeting minutes to the CDE by email for review and approval. The agenda must include but is not limited to the status of all pending activities along with deadline, status, issue(s), and person(s) assigned to each activity and other AEFLA related topics. The bidder must budget for these meetings and include all costs in the cost proposal. Do not include any cost information in the Technical Proposal.

1.4 Minutes and Records

The Technical Proposal must acknowledge and ensure that the successful bidder, in consultation with the CDE, will develop the meeting agenda for all of the meetings described in Task 1. The Technical Proposal must ensure that the successful bidder will take notes at each meeting identified in Task 1 and the successful bidder must submit the completed meeting minutes to the CDE for review and approval within five business days of the meeting. The CDE will email the successful bidder any edits/changes needed. The Technical Proposal must ensure that the successful bidder will make all changes requested by the CDE and submit the final meeting minutes by email to the CDE within five business days of receipt.

1.5 CDE Approval Schedule Requirements

The Technical Proposal must acknowledge and ensure the successful bidder will consult with the CDE for guidance during all work performed during this contract. The CDE has an established review and approval process to document all final deliverables. This process consists of a review of the deliverable by CDE staff and the approval of the deliverable by the CDE Contract Monitor. This process will be further discussed by the CDE at the orientation meeting. The successful bidder must have thoroughly vetted all deliverables to ensure they are of high quality prior to submitting them to the CDE. The Technical Proposal must include a plan for complying with the CDE review and approval process as well as the CDE Approval Schedule Requirements. The Technical Proposal must acknowledge and ensure that the CDE must approve all materials and/or deliverables developed in conjunction with this contract. The Technical Proposal must acknowledge and ensure that the successful bidder may not disseminate any written information, materials, or deliverables to the field, public, or any other third party without the CDE's prior written approval.

The Technical Proposal must acknowledge and ensure that all materials and/or deliverables submitted to the CDE have been reviewed and approved by the successful bidder's Project Manager, are free of any typographical or grammatical errors, and are presented in a professional format in adherence with the CDE required style. The Technical Proposal must specify that the bidder will:

1. Meet all the requirements for each deliverable as specified in the Scope of Project.

2. Submit deliverables that are consistent with and do not conflict with any previously approved deliverable.
3. Meet the requirements of the CDE Correspondence Guide and the CDE Style Manual which can be found at <http://www.cde.ca.gov/re/pn/st/>.
4. Ensure all task information provided has been reviewed and is accurate for each deliverable as specified in the Scope of Project.
5. Ensure that all deliverables are consistent with data file requirements as specified in RFP Section 7, Task 2.3 – Data Files, Reports, and Final Documents.
6. Ensure that all deliverables are consistent with and do not conflict with state or federal law, state regulations, and/or State Board of Education actions.
7. Submit deliverables in a timely manner consistent with the CDE review and approval process as well as the CDE Approved Schedule Requirements and due dates as specified in the Section 7 Scope of Project, state or federal law, and/or state regulations.
8. Adhere to the CDE Web Standards including tags for accessibility for all deliverables, including all technical reports and special studies, CDE web standards which can be found at <http://www.cde.ca.gov/re/di/ws/webstandards.asp>.
9. Occasional deliverable/report content edits may be required; the CDE reserves the right to modify all project related deliverables after review.

Unless otherwise specified in this RFP or agreed to in writing by the CDE, the Technical Proposal must acknowledge that the successful bidder will:

1. Ensure that there are no fewer than 10 working days for the CDE to initially review any finalized deliverable that has been previously reviewed and approved by the successful bidder's Project Manager prior to submission to the CDE;
2. Ensure that the successful bidder will make all modifications within five working days from receipt of the changes directed by the CDE; and
3. Ensure that the successful bidder will allow the CDE at least five working days to review, and the CDE Contract Monitor to approve, the modified deliverable that has been reviewed and approved by the successful bidder's Project Manager prior to re-submission to the CDE.

The Technical Proposal must ensure that there are no less than 30 working days for the CDE initial review of final drafts that have been reviewed and approved by the successful bidder's Project Manager prior to submission to the CDE.

The Technical Proposal must include a process to document all approvals, the CDE-requested modifications, and disapprovals from the CDE in writing. If the CDE rejects a deliverable or product as unacceptable, the successful bidder shall make required modifications within the time frame required by the CDE. An approval/sign-off for any deliverable will be provided only when the CDE is satisfied with the deliverable. The successful bidder is responsible for any costs

associated with making modifications to deliverables necessary to obtain the CDE approval. (See RFP Section 3.3 – Cost Proposal Requirements.) Do not include any cost information in the Technical Proposal.

The Technical Proposal must acknowledge and ensure that, in the event of failure of the successful bidder to obtain prior CDE approval of deliverables or products, the successful bidder shall not be relieved of performing related responsibilities or providing related deliverables and products to the CDE. The proposal must acknowledge that the successful bidder will accept financial responsibility for failure to meet agreed-upon timelines and produce deliverables that are of high quality and satisfactory to the CDE. The CDE is not liable for payment of any work which begins without the bidder consulting the CDE for guidance. Failure to conform to the CDE Approval Schedule Requirements may result in the cancellation of the contract.

The bidder must acknowledge on the Bidder Certification Sheet (Attachment 3) that it will comply with the CDE Approval Schedule requirements.

1.6 Field Data Committee

The Technical Proposal must describe in detail how the successful bidder will provide to the CDE a list of potential members to serve on the seven-member Field Data Committee. The Technical Proposal must acknowledge and ensure that the committee members possess significant data experience and represent local agencies with AEFLA grant funding. The Technical Proposal must ensure that the successful bidder will consult with the Field Data Committee and the CDE on data related issues. The Technical Proposal must describe in detail the successful bidder's plan to conduct up to three official committee meetings per year, of which at least one must be face-to-face. The Technical Proposal must acknowledge and ensure that the successful bidder will be financially responsible for all committee meetings and the meetings will be done in the most cost-effective manner. The Technical Proposal must acknowledge and ensure that the successful bidder will obtain CDE approval for the final seven-member committee, the meeting agendas, and meeting notes.

In accordance with any recommendation(s) or order(s) contained in a Governor's executive order, an advisory or order of the California Department of Public Health, or an advisory or order of a county health department with authority over the area in which this contract is to be performed or an advisory or order of a law enforcement authority, the in-person meetings may be cancelled or changed to a virtual meeting at the discretion of the CDE. Therefore, any announcement for the event must state that the event may be in-person, virtual, or both. The CDE cannot reimburse the Contractor for any cancellation fees, deposit or pre-payments under any circumstances, even if the CDE decides to cancel the event.

1.7 Coordination with California Department of Education Contractors

The Technical Proposal must describe in detail how the successful bidder will work with at least two other existing CDE AEFLA contractors—whose areas of concentration are professional development, distance learning, data sharing, and online aspects of the AEFLA Program such as online applications, contact information, fiscal reporting, etc. The following home pages located on the California Adult Literacy Professional Development Project web page at <https://www.calpro-online.org/> and on the Outreach and Technical Assistance web page <https://www.otan.us/> are representative of the types of contractors referenced above.

The Technical Proposal must describe in detail how the successful bidder will coordinate and collaborate with these contractors to provide non-duplicative and cost effective services such as coordinated training calendars on the California Adult Education Professional Development web page at <https://www.caadultedtraining.org/> and data sharing at the Outreach and Technical Assistance Network website where each agency can review its own local data submission status.

The Technical Proposal must describe in detail how the successful bidder proposes to participate in face-to-face quarterly State Leadership Meetings convened by the CDE to discuss work coordination and follow-through on the collaborative work planned at those meetings.

The Technical Proposal must describe in detail how the successful bidder will coordinate annual data sharing with the Employment Development Department (EDD) Tax Branch and the Community College Chancellors Office (CCCCO) to fulfill reporting requirements under section 116(b)(2)(A) of WIOA. The Technical Proposal must describe in detail how the successful bidder will coordinate and collaborate with these contractors to collect and track adult education student transitions to post-secondary education or training, employment and earnings outcomes on an annual basis.

The successful bidder must acknowledge in the Technical Proposal that they will adhere to the requirements of existing data sharing agreements between the CDE with the EDD and the CCCCCO to fulfill reporting requirements under section 116(b)(2)(A) of WIOA. The conditions outlined in these data sharing agreements cannot be altered and must be accepted in their current form.

The Technical Proposal must acknowledge and ensure that the successful bidder, under the guidance of CDE must work with other state agencies. This could include, but is not limited to, coordinating and collaborating with the EDD and the California Department of Rehabilitation.

The successful bidder must acknowledge in the Technical Proposal that, as CDE's contractor, all of the data and products generated from this contract will be shared with other contractors, in file formats determined by the CDE, and at the CDE's discretion. The successful bidder must acknowledge in the Technical Proposal that, as CDE's contractor, file formats and methods for data sharing with existing contractors will be developed in consultation with the CDE.

The successful bidder must acknowledge in the Technical Proposal that, as CDE's contractor, all of the data and products generated from this contract will be shared with other contractors, on an ad-hoc basis such as, but not limited to, the data sharing with contractors being one-way or two-way basis depending on circumstances, the CDE may modify existing agreements, and the data elements.

1.8 Transition of Contracts

The Technical Proposal must acknowledge the successful bidder's commitment to completing all the requirements specified below in subtask 1.8 and must provide a description of the approach and methodology by which the successful bidder will accomplish all the associated transition activities.

The Technical Proposal must acknowledge and ensure that the successful bidder awarded the contract, pursuant to this RFP process, must cooperate fully with the CDE and the current or any

future contractors selected by the CDE. The prior contractor is obligated to fulfill tasks related to the assessments, data collection, data system, and reports related to the prior program year(s).

The successful bidder and any proposed subcontractors must plan and budget for the cost of sending staff to the transition meetings. No costs may be included in the Technical Proposal.

- A. The Technical Proposal must describe in detail how the successful bidder proposes to work with the current contractor and CDE to obtain all electronic data files and file layouts, including historical data (from the 2024-2025 program year and past 30 years), all supporting documentation, and all other materials on behalf of the CDE.

The Technical Proposal must describe in detail how the successful bidder proposes to handle all private, personal, or confidential data to be transmitted from the current contractor. The data must be transferred in a secure manner (see Task 2.3 – Data Files, Reports, and Final Documents).

The Technical Proposal must describe in detail how the successful bidder proposes to organize and manage all information obtained from the current contractor.

- B. The Technical Proposal must describe in detail the process that will be used for the effective and seamless transition to the next (future) contractor. The Technical Proposal must acknowledge and ensure that the successful bidder will have staff available to work with the next contractor on transitional aspects of the program, including but not limited to transfer of knowledge, transfer of data, etc.

The Technical Proposal must include a detailed plan for a transition meeting in the last year of the contract. A transition meeting with the CDE must be held in Sacramento, California at the CDE by October 30 of the last contract year to ensure that all final deliverables are complete or on track for final delivery before the end of the contract. The Technical Proposal must describe in detail how the successful bidder proposes to handle all private, personal, or confidential data to be transmitted to the next (future) contractor. The data must be transferred in a secure manner (see Task 2.3 – Data Files, Reports, and Final Documents).

TASK 2 – REPORTS, INVOICES, AND DATA FILE REQUIREMENTS

This section of the Technical Proposal must acknowledge the bidder's commitment to completing all the requirements specified below in Task 2 and must provide a description of the approach and methodology by which the bidder will accomplish all the associated subtasks and activities. The Technical Proposal must contain sufficient detail to convey the bidder's knowledge of the subjects and skills necessary to successfully complete the project as stated in Task 2.

The successful bidder must adhere to the CDE Approval Schedule Requirements as stated in Task 1.5 – CDE Approval Schedule Requirements for generating and delivering required reports/deliverables.

The Technical Proposal must acknowledge and ensure that the successful bidder shall be responsible for a variety of activities related to reports, invoices, and data file requirements and will adhere to the relative timelines. The Technical Proposal must include the following information to address Task 2 activities which include the following subtasks:

2.1 Monthly Written Progress Reports

The Technical Proposal must include a detailed process for providing monthly written progress reports to the CDE. The Technical Proposal must ensure that at a minimum, each monthly progress report must include:

1. Task number and title;
2. Description of tasks and subtasks;
3. Report on activities completed and deliverables produced during the prior month;
4. Update of current or ongoing activities and the progress noted for each;
5. Unanticipated outcomes or problems (as applicable);
6. Root cause analysis of the problems (as applicable, see Task 2.1.1);
7. Tasks planned for completion the following month; and
8. Detailed list of activities.

The Technical Proposal must ensure that the monthly progress report will be submitted to the CDE for review and approval on the last Friday of each month for the month prior. The CDE will not approve invoices for payments on this contract without an approved monthly progress report.

The Technical Proposal must specify that the monthly progress reports will note progress on all tasks and activities and will be used as a basis for tracking progress and making improvements. The monthly progress reports must reflect all tasks specified in the corresponding monthly invoice and each monthly progress report must be used to determine approval for payment of the corresponding monthly invoice. Additionally, the original CDE-approved monthly progress report must be signed by the successful bidder's Project Manager and submitted to the CDE with the monthly invoice.

2.1.1 Root Cause Analysis

The Technical Proposal must acknowledge and ensure that if a problem occurs, the successful bidder must notify the CDE Contract Monitor within one working day and submit

a Root Cause Analysis Report as part of the monthly progress report within 30 calendar days after the incident.

The Technical Proposal must acknowledge and ensure that at a minimum, the Root Cause Analysis Report must address the following:

1. Identify the problem;
2. Evaluate the significance and impact of the problem;
3. Identify the root cause of the problem and the responsible party;
4. Recommend actions to prevent recurrence of this or similar problems;
5. Assign responsibility for developing and implementing corrective action;
6. Implement new processes or quality controls as necessary;
7. Determine what to do with failed items/deliverables; and
8. Record permanent changes in process documentation.

2.2 Annual Reports

The Technical Proposal must describe in detail the process and method for delivering the following annual reports. Each report must adhere to the data file and report requirements, including accessibility, outlined in Task 2.3, and must follow the approval schedule in Task 1.5.

2.2.1 Annual Summary Project Report

The Technical Proposal must describe in detail the process for delivering annual summary progress report. The Technical Proposal must ensure that the successful bidder will submit an annual summary progress report on or before November 15 of each year. The Technical Proposal must describe how the successful bidder will submit the annual summary progress reports both electronically by email and as hard copies by certified mail to the CDE. The original annual summary progress report must be signed by the contractor's Project Manager.

The Technical Proposal must ensure that the annual summary progress reports will include descriptive statistics, data tables and analyses that turn data elements into cogent, usable information to inform policies for the contract term as detailed in this RFP. The Technical Proposal must ensure that the annual summary progress reports include at a minimum an executive summary, background, tasks/subtasks specified in the Scope of Project, task methodology, and recommendations. The Technical Proposal must ensure that each annual summary progress report describes the procedures used, describes any limitations of the findings, and challenges related to conducting the task activities and any surveys or other instruments developed to conduct the activities are to be included in the report.

2.2.2 OCTAE Reports

The AEFLA requires states to submit a report annually to the OCTAE. The Technical Proposal must describe in detail how the successful bidder will ensure that these federally required annual reports describe, aggregate, and summarize the results from local agencies, as well as state-led activities, for the completed program year (July 1 through June 30). The Technical Proposal must ensure that the successful bidder will annually provide to the CDE by September 15 of each year and make needed revisions prior to the

federal submission deadline of October 1 each year, data tables and reports such as: (1) Statistical Performance Report, (2) Data Quality Checklist with improvement plan if needed, and (3) a Data Quality Checklist Certification.

2.2.3 Narrative Report

The Technical Proposal must describe in detail how the successful bidder will on an annual basis provide a Narrative Report to the CDE by November 15 of each year and make needed revisions prior to the federal submission deadline of December 30 of each year. The narrative report is a summary of responses to five questions on the WIOA II: Implementation Survey. The survey is administered to funded agencies in April of each calendar year.

2.2.4 California Adult Education California Annual Performance Report

The Technical Proposal must ensure that the successful bidder will combine the federally submitted Narrative Report (Task 2.2.3), the OCTAE Report (Task 2.2.2), and additional summary statistics on California's program into a report titled California Adult Education California Annual Performance Report on the federally funded WIOA, Title II Programs. The Technical Proposal must describe in detail how the successful bidder will develop and provide this report to CDE for initial approval by December 15 on an annual basis.

The Technical Proposal must ensure that the successful bidder will provide an electronic accessible version (see Task 2.3) of the above report for web posting. Examples of prior reports and federal tables may be viewed on the CDE Adult Education Resources web page at <https://www.cde.ca.gov/sp/ae/ir/>

The Technical Proposal must ensure and describe how the report will include the following aspects of Title II of the federal WIOA of 2014 (P.L. 113-128):

“(a) the makeup of those adult education providers that applied for competitive grants under Title II and those that obtained grants, by size, geographic location, and type (school districts, community colleges, community-based organizations, or other local entities), (b) the extent to which participating programs were able to meet planned performance targets, and (c) a breakdown of the types of courses ELA, ABE, ASE, or IELCE included, in the performance targets of participating agencies.”

2.2.5 End-of-Year Progress Report

The Technical Proposal must describe in detail and ensure that the successful bidder will provide to the CDE an annual report entitled End-of-Year Progress Report: Implementation and Impact of the WIOA, Title II: AEFLA. This must be submitted electronically to the CDE by December 15 of each year for review.

The Technical Proposal must ensure that the successful bidder submits an electronic copy for web posting to the CDE by December 15 of each year.

The Technical Proposal must ensure that the successful bidder will provide web access to the CDE in a customizable report populated with data used for the NRS tables (see NRS

Statistical Performance Report in Task 4. a). At a minimum, the Technical Proposal must ensure that the successful bidder will provide access to agency, region, and state level information.

2.2.6 Technical Assistance Reports

The Technical Proposal must describe in detail how the successful bidder will provide, with prior CDE approval will deliver a monthly report detailing technical training and support to local agencies including but not limited to:

1. A user-friendly accessible manual to guide local agencies in interpreting and using the data in the reports
2. Instruction in multiple modalities. At a minimum, the Technical Proposal must describe the instruction (in person, webinars, and self-paced online sessions). The instruction must be on the following subjects: NRS Implementation and Guidelines for Data Collection and the winning bidder's Management Information System. The instruction must guide agencies on how to interpret and use the data reports. For more details please visit NRS Resources web page at <https://nrsweb.org/policy-data/wioa-and-nrs-resources>
3. Provision of monthly, in hybrid format (in person and online), trainings (except for the months of June, July, and August) in each of the 11 service regions of the California County Superintendents' Educational Services Association. The training must be two to three hours in length. The content and topics will be derived from consultation with the CDE and Adult Schools serving each of the 11 California County Superintendents' Educational Services Association.

2.3 Data Files, Reports, and Final Documents

The Technical Proposal must acknowledge and ensure that the successful bidder will adhere to the CDE Style Manual, Correspondence Guide, web standards, and data file requirements. The CDE Style Manual, Correspondence Guide, and web standards are posted on the CDE web standards web page which can be found at <http://www.cde.ca.gov/re/di/ws/webstandards.asp>.

The Technical Proposal must acknowledge and ensure that unless otherwise specified in this RFP, all final documents must be provided in Microsoft Word 2013 or later format. With prior approval from CDE, the successful bidder may also use Adobe Acrobat or any other CDE approved software. The Technical Proposal must acknowledge and ensure that any document (e.g., web page, document, survey, application) to be posted on the Internet (not just any CDE website but any website) meets the CDE's web standards, including but not limited to the CDE Style Guidelines and web standards and CDE Accessibility Standards. The Technical Proposal must acknowledge and ensure that whether documents are provided as word or PDF, the documents must be fully accessible to persons with disabilities including at a minimum that they are text-based, have the correct reading order, and all non-text elements (e.g., pictures, charts, and graphs) have fully equivalent alternative text and alternative text tags.

The Technical Proposal must acknowledge and ensure that after a document has been fully approved by the CDE, the successful bidder must ensure that the material meets the CDE Accessibility Standards. Additionally, PDF documents must be tagged for accessibility. The Technical Proposal must acknowledge and ensure that accessibility requirements are not waived because content is received from schools or any other third party. The Technical Proposal must acknowledge and ensure that all fully approved PowerPoint documents, for posting on the

Internet, must be delivered to the CDE with a text only Word version, with fully equivalent alternative text for every non-text element (e.g., graphics, pictures, charts, graphs). Videos or webinars that are posted to any web site must be fully captioned and meet the CDE web standards.

The Technical Proposal must describe in detail that the successful bidder has the resources, staff, knowledge, skills, and abilities to deliver Section 508 accessible products. If needed during the contract period, the successful bidder may request to meet with the CDE Web Application Review Team (Web ART) to answer questions about proposed accessibility strategies and request Web ART to review a small sample of a deliverable to help guide the process.

The Technical Proposal must acknowledge and ensure that unless otherwise specified, all data files must be delivered in text files using tab delimited and comma separated values (CSV) format with double quote field delimiters. The file must be encrypted using Federal Information Processing Standards (FIPS) 140-2 validation product that can be incorporated into Microsoft Access and Microsoft Structured Query Language (SQL) Server.

The Technical Proposal must specify that the CDE must approve all material and/or deliverables developed in conjunction with this contract. (See Task 1.5 – CDE Approval Schedule Requirements). The Technical Proposal must acknowledge and ensure that the successful bidder will not disseminate any written information, materials, or deliverables to the field, public, or any other third party without written approval by the CDE. The Technical Proposal must acknowledge and ensure that the successful bidder is responsible for allowing sufficient time for the CDE to review the materials and/or deliverables, and if necessary, for the successful bidder to make modifications as directed by the CDE to review and sign-off on the revised submission (See Task 1.5 – CDE Approval Schedule Requirements). The Technical Proposal must acknowledge and ensure that the successful bidder is responsible for any costs associated with making modifications to materials and deliverables necessary to obtain sign-off by the CDE.

The Technical Proposal must acknowledge and ensure that the CDE and all authorized state control agencies must have access to all internal and external reports, documents, data and working papers used by the successful bidder and potential subcontractors in the performance and administration of this contract. The Technical Proposal must acknowledge and ensure that the successful bidder shall allow the CDE to monitor all aspects of the successful bidder's performance.

TASK 3 – COMPREHENSIVE PLAN AND SCHEDULE FOR PROJECT ACTIVITIES AND DELIVERABLES

This section of the Technical Proposal must acknowledge the bidder's commitment to completing all the requirements specified below in Task 3 and must provide a description of the approach and methodology by which the bidder will accomplish all the associated subtasks and activities. The Technical Proposal must contain sufficient detail to convey the bidder's knowledge of the subjects and skills necessary to successfully complete the project as stated in Task 3.

The successful bidder must adhere to the CDE Approval Schedule Requirements as stated in Task 1.5 – CDE Approval Schedule Requirements for generating and delivering required reports/deliverables.

The Technical Proposal must include a narrative schedule and timeline which will be used as a monitoring document to ensure timely completion of tasks as proposed by the successful bidder; the narrative schedules and timeline must include the following information:

3.1 Narrative Schedule and Timeline

The Technical Proposal must include a comprehensive plan to address all activities described in the Section 7, Scope of Project.

This section of the Technical Proposal must include a detailed narrative schedule and timeline that outlines, for all fiscal years and parts thereof, both by task/subtask and chronology for each activity to be performed for the entire contract term. The schedule and timeline must list all tasks, subtasks, activities, and deliverables to be performed in each fiscal year, or part thereof, as set forth in the Scope of Project in, Section 7. The chronological schedule and timeline must include proposed task/subtask initiation dates, completion dates, effort required, dependencies between deliverables and activities, and person(s) assigned, for each fiscal year covered under the proposed contract, or part thereof. The schedule and timeline will also serve as a monitoring document to ensure timely completion of tasks as proposed by the successful bidder. The Technical Proposal's comprehensive plan and schedule must conform to the CDE approval schedule and must be updated and maintained throughout the term of the contract. (See Task 1.5 CDE Approval Schedule Requirements.)

TASK 4 – STUDENT ASSESSMENTS

This section of the Technical Proposal must acknowledge the bidder's commitment to completing all the requirements specified below in Task 4 and must provide a description of the approach and methodology by which the bidder will accomplish all the associated subtasks and activities. The Technical Proposal must contain sufficient detail to convey the bidder's knowledge of the subjects and skills necessary to successfully complete the project as stated in Task 4.

The successful bidder must adhere to the CDE Approval Schedule Requirements as stated in Task 1.5 – CDE Approval Schedule Requirements for generating and delivering required reports/deliverables.

The Technical Proposal must include a detailed process for how the successful bidder will supply and administer standardized assessments beginning in January 1, 2026. California has approximately 230 AEFLA-funded local agencies serving approximately 500,000 students. Approximately, 25 percent are ABE students, over 8 percent are ASE students, and over 66 percent are ELA students. Most ELA students participate in one or more English Literacy Civics (EL Civics) areas, as this program is integrated into ELA instruction.

The Technical Proposal must describe in detail how the bidder proposes to do all of the following:

1. Provide NRS approved summative assessment instruments for each of the instructional program areas:
 - ABE covers beginning literacy to grade eight
 - ASE covers grades nine through twelve (California is very interested in assessments of students achieving grade twelve level completion, an indicator of academic readiness for postsecondary education)
 - ELA covers beginning through advanced literacy levels (equivalent to grade eight)
 - English Literacy and Civics Education
 - Integrated English Literacy and Civic Education

The NRS requirements are located on the NRS web page at <https://www.nrsweb.org/>. In California, only NRS approved assessment instruments may be used for each of the instructional program areas listed above. The Technical Proposal must describe how the successful bidder proposes to stay current and be compliant with the NRS requirements as well as addressing California's specific needs (for detailed information visit the CDE Adult Education web page at <https://www.cde.ca.gov/sp/ae/>).

2. The Technical Proposal must describe in detail how the bidder proposes to provide appropriate summative assessment instruments and support materials to local agencies on a large scale, i.e., approximately 230 agencies and approximately half a million students.

The Technical Proposal must describe in detail how the bidder plans to provide proposed assessment instruments in multiple formats, such as paper-based, computer-based, computer-adaptive, online, accessible to students with disabilities, etc. These options must be

available to the local agencies for testing and scoring of all adult education students at all funded agencies.

3. The Technical Proposal must describe in detail how the bidder proposes to provide summative and standardized assessment instruments and support materials to each of the areas under EL Civics, which are integrated into the ELA program:

- Government and history (for citizenship purposes)
- Oral citizenship interview
- Civic participation
- Integrated English Language Civics Education

The Technical Proposal must describe in detail how the bidder proposes to provide appropriate assessments and materials to local agencies on a large scale, i.e., approximately 230 agencies and over half a million students.

The Technical Proposal must describe in detail how the bidder proposes to review and add to WIOA, Title II Section 243 objectives and assessments, submissions, tracking and reporting of new civic objectives, and additional assessments.

4. The Technical Proposal must describe in detail how the bidder proposes to minimize excessive ordering of assessment materials by local agencies. The Technical Proposal must ensure a process that the bidder will use to maintain detailed, auditable records of the number of assessment materials ordered by each local agency.

The Technical Proposal must describe in detail how the successful bidder will disseminate security protocols, such as tracking of shipped or electronic test materials and a process for the secure destruction of unused paper and pencil-based test materials. For more details see RFP Section 10.2 and Family Educational Rights and Privacy Act (FERPA) available at the following link <https://studentprivacy.ed.gov/?src=rn>.

5. The Technical Proposal must describe in detail how the bidder proposes to provide, with prior approval from the CDE, timely (within 24 hours, as it pertains to providing technical assistance) technical training and support including:
 - a. A user-friendly assessment administration manual and phone assistance to guide local agencies in using the assessment instruments and interpreting and using the data in the reports
 - b. Instruction in multiple modalities. At a minimum, the Technical Proposal must describe the instruction (in person, webinars, and self-paced online sessions). The instruction must be on the following subjects: NRS Implementation and Guidelines for Data Collection and the winning bidder's Management Information System. The instruction must guide agencies on how to interpret and use the data reports. For more details please visit NRS Resources web page at <https://nrswb.org/policy-data/wioa-and-nrs-resources>

- c. Provision of monthly, in hybrid format (in person and online), trainings (except for the months of June, July, and August) in each of the 11 service regions of the California County Superintendents' Educational Services Association. The training must be two to three hours in length. The content and topics will be derived from consultation with the CDE and Adult Schools serving each of the 11 California County Superintendents' Educational Services Association. 2.3 Data Files, Reports, and Final Documents
- d. In accordance with any recommendation(s) or order(s) contained in a Governor's executive order, an advisory or order of the California Department of Public Health, or an advisory or order of a county health department with authority over the area in which this contract is to be performed or an advisory or order of a law enforcement authority, the in-person meetings may be cancelled or changed to a virtual meeting at the discretion of the CDE. Therefore, any announcement for the event must state that the event may be in-person, virtual, or both. The CDE cannot reimburse the Contractor for any cancellation fees, deposit or pre-payments under any circumstances, even if the CDE decides to cancel the event.

TASK 5 - DATA SYSTEM AND MANAGEMENT OF INFORMATION SYSTEMS

This section of the Technical Proposal must acknowledge the bidder's commitment to completing all the requirements specified below in Task 5 and must provide a description of the approach and methodology by which the bidder will accomplish all the associated subtasks and activities. The Technical Proposal must contain sufficient detail to convey the bidder's knowledge of the subjects and skills necessary to successfully complete the project as stated in Task 5.

The successful bidder must adhere to the CDE Approval Schedule Requirements as stated in Task 1.5 – CDE Approval Schedule Requirements for generating and delivering required reports/deliverables.

The Technical Proposal must ensure and describe in detail the following:

- a. Acknowledge and detail a process for handling confidential and sensitive nature of the student data that is the subject of this RFP;
- b. Acknowledge and detail a process for creating strict restrictions on the use, disclosure, and destruction of data under the data management provisions (see RFP Section 10.2);
- c. Describe any potential conflict, business, or financial interests the bidder may have to use or disclose the data for the bidder's own purposes;
- d. Describe physical, technical, administrative, or other measures that will be used to ensure compliance with the data management provisions; and
- e. Acknowledge the bidder's commitment to completing all of the requirements specified below in Task 5 and must provide a description of the approach and methodology by which the bidder will accomplish all of the associated subtasks and activities. The Technical Proposal must contain sufficient detail to convey the bidder's knowledge of the subjects and skills necessary to successfully complete the project as stated in Task 5.

The Technical Proposal must ensure that the bidder has an existing data system proposed for California with capabilities to interact with existing school attendance systems upon contract start through the term of the contract. The Technical Proposal must acknowledge and ensure that the bidder understands that California data and systems must conform to the accountability requirements of the WIOA for the adult education and literacy program Title II and reporting under WIOA. The Technical Proposal must acknowledge and ensure that the bidder understands that California data and systems must conform to NRS for Adult Education. Specifically, these requirements can be found on the NRS website at <https://www.nrsweb.org/>.

The Technical Proposal must describe in detail the processes and timelines the bidder is proposing to provide quality results for each of the following:

- a. The data system and Management Information System—where the data will be stored, how data checking and validation occurs, quality controls, data management, reporting, and how the NRS requirements are incorporated into the processes. Data may not be stored on an off-line cloud-based system.

- b. The collection of data—the student level records are aggregated by class, teacher, instructional program, site, local agency, region, and the state. The following data fields, at a minimum unless directed otherwise by CDE, must be included.
1. 10-digit Student Identification
 2. California Longitudinal Pupil Achievement Data System Statewide Student Identifiers
 3. Social Security Number
 4. Individual Tax Identification Number
 5. Student Name
 6. Address/Zip Code
 7. Phone
 8. Email
 9. Date of Birth
 10. Ethnicity/Race
 11. Native Language
 12. WIOA Barriers to Employment
 13. Highest Diploma or Degree Earned at Entry (in or outside of the U.S.)
 14. Highest Year of School Completed at Entry (and if majority of school was completed outside of the U.S)
 15. Student Enrollment Status
 16. Employment Status (percentage in unsubsidized employment “fourth quarter after exit)
 17. Median Earnings in Unsubsidized Employment Second Quarter After Exit
 18. Percentage of Program Participants Who Are in Unsubsidized Employment after 4th Quarter Exit
 19. Attained a Secondary School Diploma or Recognized Equivalent
 20. Attained a Secondary School Diploma or Recognized Equivalent and Enrolled in Postsecondary Education or Training within one year of exit
 21. Attained a Secondary School Diploma/Recognized Equivalent and Employed within one year of exit
 22. Class Number/Code

23. Date of Entry into Class
24. Date of Update for Class
25. Instructional Program
26. Periods of Participation
27. Instructional Level
28. Instructional Hours
29. Student's Goals for Attending
30. Student Progress
31. Test Scores/Outcomes and Dates (including General Educational Development Test (GED®) and High School Equivalency Test (Hi-SET®).
32. Progress Toward Recognized Postsecondary Credential
33. Special Programs (percentage in education or training program)
34. Adult, Dislocated Youth, Youth
35. Indicators of Effectiveness Serving Employers
36. Reason for Exiting
37. Learner Results (educational, work, personal, community)
38. Employment Information (income, hourly wage, hours per week)
39. Transition Services Received
40. Supportive Services Received
41. Gender

- c. Privacy and confidentiality—individual student data and results are classified as confidential personal information and must be encrypted at rest and during transit with a FIPS 140-2 validation solution. See RFP Section 10, 10.2 Data Management Requirements.
- d. Quarterly and annual data submissions—local agencies are required to submit their quarterly data to the successful bidder as scheduled. The requirements from the local agency are provided at the beginning of the program year, and may be viewed on the CDE WIOA, Title II: AEFLA Grant Information 2023–24 web page at <https://www.cde.ca.gov/sp/ae/fq/wioa23.asp>. The CDE must be apprised of each local agency's data submission status and quality, on a schedule set by the CDE.

- e. Online attendance system and student portal to track registration and progress for students and for teachers to track progress and enrollment.
- f. Data match—the successful bidder must perform a data match to verify the official GED® and Hi-SET® test outcomes of adult students with the data collected from the agencies. Additionally, if California’s policy changes to use a different high school equivalency test instead of the aforementioned tests the successful bidder must adjust accordingly at no additional cost to the CDE.
- g. Data match—the successful bidder must perform a data match with the state Unemployment Insurance agency to collect employment and earnings outcomes of students that have volunteered a social security number.
- h. Data match—the successful bidder must perform a data match with the California Community College Chancellors Office to collect student transition to post-secondary education and training.
- i. Create report to reflect requirements for Integrated Education and Training and Section 243 Integrated English Literacy and Civic Education.
- j. Develop a Section 243 Integrated English Literacy and Civic Education Plan that must be completed by all grantees April 30 annually. The Integrated English Literacy and Civic Education Plan shall be maintained and reviewed by the successful bidder. Successful bidder must collect and report required program qualitative and quantitative data to the CDE for all WIOA, Title II Section 243 funded agencies.
- k. Pay-for-performance system—California uses a pay-for-performance system, whereby local agencies’ grant awards depend on local performance outcomes. The performance outcomes must include the number of students that are successful in the following areas:
 - 1. Completed an NRS Educational Functioning Level (NRS Table 4, Column D)
 - 2. Co-enrolled in Integrated Education and Training Program
 - 3. Attained a High School Diploma, passed the Hi-SET®, GED®, or California High School Proficiency Examination Certificate (NRS Table 5)
 - 4. Passed up to two EL Civics, Civic Participation Additional Assessments
 - 5. Passed the EL Civics Government and History test
 - 6. Passed the EL Civics Oral Citizenship Interview test
 - 7. Employment Second Quarter after exit (NRS Table 5)
 - 8. Employment Fourth Quarter after exit (NRS Table 5)
 - 9. Attained a Secondary School Diploma/Recognized Equivalent and Enrolled in Postsecondary Education or Training within one year of exit
 - 10. Attained a Secondary School Diploma/Recognized Equivalent and Employed within one

year of exit

11. Attained a Postsecondary Credential while enrolled or within one year of exit (NRS Table 5)

- l. The student level records must be aggregated by class, teacher, instructional program, site, local agency, region, and the state. An example of statewide data tables may be viewed on the NRS Reporting Tables web page at <https://www.nrsweb.org/resources/nrs-reporting-tables>. In addition, the successful bidder must provide the agency level performance data in an electronic spreadsheet and submit it to the CDE for the most recent Program year ending July 1, and submit to the CDE by August 15 of each calendar year.
- m. During the term of this contract, the successful bidder will be required to comply with changes that may occur as a result of new guidelines in state and federal policy that affect adult education.
- n. Conduct a WIOA, Title II: AEFLA Employment and Earnings Follow-Up Survey for students that do not volunteer a social security number and thus, cannot be matched with state employment and wage files. The survey must be available for students and agencies in mobile texting and email format and must be conducted twice annually. The survey must have a web-based portal for students, teachers, and administrators. The survey shall be maintained and conducted by the successful bidder. The successful bidder shall create reports to identify survey candidates by tracking students across several periods of participation within and across Program Years. The CDE will provide questions for the survey.
- o. Conduct a WIOA, Title II: AEFLA Program Implementation Survey for adult education agencies that must be completed by grantees April 30 annually. The survey shall be maintained and conducted by the successful bidder. Successful bidder needs to collect and report required program level data for all WIOA, Title II funded agencies. The CDE will provide questions for the survey.
- p. Develop and implement processes for conducting remote testing.
- q. Represent the CDE in the performance of miscellaneous data sharing activities with other state and federal agencies, pursuant to written data sharing agreements and in compliance with all applicable laws.
- r. Data delivery to the CDE—all required data files, with the exception of the spreadsheet in Task 5.f, must be delivered annually by November 15. Periodically, related ad hoc reports will be delivered to the CDE as needed, on other dates. Password protection must be performed using a complex password of at least eight characters with at least one of the characters being a special character (i.e., non-alpha and non-numeric), and at least one of the characters being a number. The successful bidder must ensure that data files with confidential student information will be encrypted using a FIPS 140-2 validated solution written to CD-ROMs, or other CDE-approved portable storage devices as specified by CDE (see also Task 1.5 CDE Approval Schedule and Task 2. Reports, Invoices, and Data File Requirements).
- s. Technical training and support—with prior CDE approval, technical training, and support must be provided including:

1. Create a user-friendly accessible test administration manual to guide local agencies in using the data and data systems.
2. Test instructions in multiple modalities (in person, webinars, self-paced online sessions, etc.) for agencies on effective usage of the data collection system. The training, at a minimum, must include: data entry, error detection, data correction and update, report generation, using data to inform instruction, using data to improve local agency processes as well as policies and processes to successfully submit quarterly and annual data. In person trainings must be offered in multiple locations, in all regions of the state.
 - i. Monthly in person or online trainings (except for the months of June, July, and August) must be offered in each of the 11 service regions of the California County Superintendents' Educational Services Association. The trainings are titled "WIOA, Title II: AEFLA Statewide Network Meetings" and must be two to three hours in length. Content for the meetings must be approved by the CDE and will be derived from consultation with the CDE.
 - ii. In accordance with any recommendation(s) or order(s) contained in a Governor's executive order, an advisory or order of the California Department of Public Health, or an advisory or order of a county health department with authority over the area in which this contract is to be performed or an advisory or order of a law enforcement authority, the in-person trainings may be cancelled or changed to a virtual meeting at the discretion of the CDE. Therefore, any announcement for the event must state that the event may be in-person, virtual, or both. The CDE cannot reimburse the Contractor for any cancellation fees, deposit or pre-payments under any circumstances, even if the CDE decides to cancel the event.
3. Individual technical support to local agencies that encounter problems in using the data system, and a follow-up process to confirm the status of the reported problem.
4. Detail how technical support staff will be allocated and assigned to each of the 11 county Superintendent Regions identified by the California County Superintendents Educational Services Association.
5. Individualized Technical Assistance (ITA) that starts with a systematic review of local performance data to determine agencies needing improvement. Subsequently, the successful bidder must share the results with CDE to determine the ITA sessions that the bidder will provide.
 - t. Detail how the successful bidder will provide WIOA, Title II: AEFLA work force preparation assessment instruments for students transitioning to workforce training and or employment.

8. BUDGET DETAIL AND PAYMENT PROVISIONS

8.1 Invoicing and Payment

For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this agreement.

Payment of the invoice will not be made until the CDE accepts and approves the invoice. To be approved the invoice must include the level of detail described in the Budget (Cost Proposal) for each task and for the fiscal year in which the expense was incurred. Further, the invoice must be easily comparable by CDE staff to the Budget contained herein. No line item invoiced may exceed the corresponding line item amount stated in the Budget.

The Contractor must retain and update records and accounts on a monthly basis and must be able to prepare and submit statistical, narrative, and/or financial and program reports and summaries related to this contract as requested by the CDE.

Invoices shall be itemized per the Cost Proposal and shall include the Agreement Number, dates of services, number of hours by job position, other direct expenses as applicable from the Cost Proposal, and shall be submitted in arrears, along with a progress report (See Task 2.1, Monthly Written Progress Reports), not more frequently than monthly in duplicate to:

California Department of Education
Career and College Transition Division
1430 N Street, Suite 4202
Sacramento, CA 95814
Attention: Amukela Gwebu
Email: agwebu@cde.ca.gov

Any subcontracts entered into as a result of this Agreement shall meet all of the provisions of this article.

8.2 Payment

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

8.3 Budget Contingency Clause (Rev. 04/2025)

- A. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of federal and/or state funds, for the mutual benefit of both parties in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States and/or California Government for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions,

imposed by the federal or California government that may affect the provisions, terms or funding of this Agreement in any manner.

- C. It is mutually agreed that if the Congress or the State Legislature does not appropriate sufficient funds for the program or the federal or state executive branch does not disburse sufficient funds, this Agreement shall be amended to reflect any reduction in funds actually received by CDE.
- D. Pursuant to GC, Section 927.13, no late payment penalty shall accrue during any time period for which there is no Budget Act in effect, nor on any payment or refund that is the result of a federally mandated program or that is directly dependent upon the receipt of funds by a state agency.
- E. CDE has the option to terminate the Agreement under the 30-day termination clause or to amend the Agreement to reflect any reduction in funds that the CDE actually receives.

8.4 Travel

All travel costs shall be reimbursed at rates not to exceed those established for CDE's non-represented employees, computed in accordance with and allowable pursuant to applicable California Department of Human Resources regulations.

8.5 Prior Approval of Out-of-State Travel

All out-of-state travel by the Contractor or subcontractor(s) for purposes of this contract is subject to prior written approval by the CDE contract monitor specified in this contract.

8.6 Payment Withhold for Separate and Distinct Tasks

In accordance with Public Contract Code section 10346, the State shall withhold ten percent (10 percent) of each progress payment for each separate and distinct Task. Funds withheld for each separate and distinct Task will be paid upon satisfactory completion of that Task, as determined by the State. A Task is deemed satisfactorily completed upon acceptance and written approval by the State for all deliverables or services for that Task, including submission of monthly progress reports. The progress reports shall include, at a minimum: Task number and title; deliverables or services performed; dates of performance and completion; and the results and progress of the project/work. Those annual activities that are completed and repeated in their entirety each year shall be considered separate and distinct tasks that are to be paid in full following satisfactory completion in each year of the contract.

Final Payment is not a progress payment and is not subject to the 10 percent withholding.

Final invoice will be submitted with the Contract/Contractor Evaluation (STD. 4) form by the CDE Contract Monitor. (See RFP Section 11.1 Contractor Evaluation)

8.7 DVBE Participation Withhold

In accordance with the requirements set forth in the Military and Veterans Code (MVC), Section 999.7, the State shall withhold from the final payment amount to the Contractor, \$10,000.00, or the full final payment if less than \$10,000.00, until the prime Contractor complies with the certification requirements of MVC 999.5(d) by submitting to the State a completed an accurate Prime Contractor's Certification – DVBE Subcontracting Report (STD. 817) form and proof of payment to DVBE(s). Such retained amount shall be held by the State and shall be released pending receipt of a complete and accurate STD. 817 and proof of payment to the DVBE(s). If the STD. 817 form is late or incomplete, the State will allow the Contractor to cure within 30 days to meet the certification requirements. If the Contractor does not comply by the given deadline, the withheld amount will be permanently deducted. (See RFP Section 11.10 Contract Requirements Related to DVBE Participation Compliance)

8.8 Excise Tax

The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. California may pay any applicable sales and use tax imposed by another state.

8.9 Option to Renew

At the sole discretion of the CDE, the contract may be extended by written agreement and formal amendment between the parties, for an additional year beginning January 1, 2028 through December 31, 2028, covering portions of 2027-2028 and 2028-2029 fiscal years, at the same or lower rates, under the same terms.

9. GENERAL TERMS AND CONDITIONS

The General Terms and Conditions, GTC 02/2025 will be incorporated by reference and made part of the contract and also found at <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>

10. SPECIAL TERMS AND CONDITIONS

10.1 Information Technology Requirements (4/10)

For contracts that require the Contractor to develop, modify or maintain any type of Web product (which includes but is not limited to a web page, web document, website, web application, or other web service), or contracts that include a web product as a deliverable or result, Contractor hereby agrees to adhere to the following California Department of Education (CDE) standards:

- A. All website and application pages/documents that can be seen by users must be reviewed and approved as required by the CDE's DEAM 3900 process. Contractor agrees to work through the CDE Contract Monitor for this agreement to ensure the DEAM 3900 process is implemented.
- B. Websites and web applications must adhere to the appropriate CDE web standards, found at <https://www.cde.ca.gov/re/di/ws/webstandards.asp>.
- C. Contractor must provide the application and/or website source code, collected data, and project documentation in a form to be specified by the CDE according to the following time frame:
 - 1. For new sites/applications: Within 30 days of implementation. For multi-year agreements, material must also be provided annually on the contract date anniversary during the contract period.
 - 2. For existing sites/applications: Within 90 days of the contract renewal or amendment execution. For multi-year agreements, material must also be provided annually on the contract date anniversary during the contract period.
- D. Contractor shall monitor the website/application on a monthly basis (or more frequently if necessary) to identify and correct the following issues:
 - 1. Broken links
 - 2. Dated content
 - 3. Usability issues
 - 4. Circumstances where the contractual agreement is not followed
- E. Contractor agrees to not violate any proprietary rights or laws (i.e., privacy, confidentiality, copyright, commercial use, hate speech, pornography, software/media downloading, etc.). Also, the Contractor agrees to make all reasonable efforts to protect the copyright of CDE content and to obtain permission from the CDE Press to use any potentially copyrighted CDE material, or before allowing any other entity to publish copyrighted CDE content.
- F. Contractor agrees that any web applications, websites, data or other files which may be needed to restore the system in the event of disaster are backed up redundantly, and that a detailed, tested plan exists for such a restoration.

- G. Contractor shall provide the CDE with website usage reports on a monthly basis during the contract period for each web page, document or file which can be viewed by users. Additionally, Contractor shall provide an easy mechanism for users to provide feedback on the site/application, such as a feedback form.

10.2 Data Management Requirements (7/22)

- A. **Definitions:** The following definitions apply for the purposes of this Agreement:

“Aggregated Data” means any data expressed in a summary form, for purposes such as statistical analysis to de-identify the Data and prevent unlawful or unauthorized disclosure of PII and/or Student or Individual-Level Data.

“Confidential Information” means Proprietary Information, Personally Identifiable Information (PII), and Student or Individual-Level Data, as each are defined below.

“Data” means any digital or hard copy records or information, whether Confidential or publicly available.

“Personally Identifiable Information (PII)” means information about an individual, and includes but is not limited to information that, alone or in combination, is linked or linkable to a specific student or individual in a manner that would allow a reasonable person in the community, who does not have personal knowledge of the relevant circumstances, to identify the student or individual with reasonable certainty. PII includes, but is not limited to name, address, personal identifier (e.g., Social Security number, student number, biometric record), other indirect identifiers (e.g., date or place of birth, mother’s maiden name). “Biometric record” includes a fingerprint, retina or iris pattern, voiceprint, DNA sequence, handwriting sample, facial geometry or other biological or behavioral characteristic used to identify an individual.

“Preferred Variation” means the particular variation of the name, definition, and format for a Data element or code set that is used by CDE to maintain order and consistency in its Data. To date, hundreds of common Data elements have been specified by the CDE (contact the Data Management Division for the most recent published list of Preferred Variations).

“Proprietary Information” means information contained in materials marked “confidential,” trade secrets, know-how, data and other information, in tangible and intangible form possessed by a party and having value by virtue of not being generally known or due to being obtained at significant effort or expense. Each party acknowledges that information supplied by a third-party to the other party under provisions of confidentiality shall be considered, for the purposes of this Agreement, to be the other party’s Proprietary Information.

“Student or Individual-Level Data” means demographic, performance, and other information that pertains to a single student or individual but cannot be attributed to a specific student or individual. Such Data is subject to compliance with applicable laws such as, but not limited to, the Family Educational Rights and Privacy Act (FERPA), the Pupil Protection Rights Amendment (PPRA), the Children’s Online Privacy Protection Act (COPPA), and the California Education Code (EC).

- B. Confidentiality Conflicts and Public Record Act Requests:** Notwithstanding any obligation of confidentiality or non-disclosure between the parties or any “confidential,” “proprietary,” or “privileged,” marking on documents provided by Contractor, any writing, regardless of form, containing information related to the conduct of the public’s business prepared, owned, used or retained by the CDE is subject to disclosure pursuant to the Public Records Act (PRA) (Govt. Code 7920.000 *et. seq.*) and other applicable law, unless an exemption from disclosure applies. Contractor shall immediately notify CDE of any request for documents and/or Data that it receives and shall further work cooperatively with CDE to allow CDE to respond correctly to Public Records Act requests in a timely manner.
- C. Compliance with Statutory and Contractual Requirements:** In the course of performing this Agreement, each of the Parties may gather or process or otherwise be intentionally or inadvertently exposed to Confidential Information belonging to the other party. Each party agrees to use, disclose, manage and protect the other Party’s Confidential Information in accordance with any terms of the Agreement, the contractual provisions set forth below, as well as all applicable federal and California law. Applicable laws may include, but are not limited to: the Family Educational Rights and Privacy Act of 1984 (FERPA; 20 U.S.C. Sec. 1232g), the Protection of Pupil Rights Amendment (PPRA), the Information Practices Act (California Civil Code Sec. 1798, *et seq.*), the Children’s Online Privacy Protection Act (COPPA), the California *Education Code* sections 49069 to 49079, and California State Administrative Manual (SAM) sections 5300 and 5399. These obligations continue even after expiration of this Agreement.
- D. Contractor as CDE Authorized Representative:** Contractor agrees to serve as the CDE’s authorized representative in the event the Agreement provides for the Contractor to be exposed to, or provided with, personally identifiable information pertaining to students or individuals in order to carry out an audit or evaluation of Federal- or state-supported education programs, or for the enforcement of or compliance with Federal legal requirements related to these programs.
- E. Subcontractors:** CDE must, at its discretion, approve in writing each of Contractor’s proposed subcontractors who may be exposed to CDE Confidential Information. Contractor shall request any such approval in advance and provide CDE with: i) a copy of the proposed subcontract; ii) background information about the subcontractor and its executives; and iii) any other information reasonably requested by the CDE.
- F. Use and Disclosure/ Data Security:** Each Party shall use the disclosing Party’s Confidential Information only as necessary to perform its obligations hereunder. Each Party shall disclose Confidential Information only to its own employees and employees of its approved contractors or subcontractors who: i) have a need to know such information for the purposes of performing obligations hereunder, ii) are under legal obligations to maintain the confidentiality and restrict the use of Confidential Information which obligations name the disclosing party as a third-party beneficiary or otherwise give the disclosing party the legal right to enforce such legal obligations, and iii) have completed training approved by the CDE on data security and privacy within the past 12 months.

Contractor and its subcontractors shall exercise all reasonable security measures, including any additional security precautions that have been approved by the CDE’s Educational Data Management Division (EDMD) and Technology Services Division (TSD) to prevent

unauthorized use, access, modification or disclosure/re-disclosure of any Confidential Information. Such security precautions shall include, at a minimum (and without limiting the generality of the use and disclosure restrictions set forth above):

- Securely encrypting and otherwise complying with best practices in order to securely protect Confidential Information that is transmitted electronically or stored on portable electronic devices;
- Securely locking any repository for Confidential Information;
- Provide appropriate levels of security (confidentiality, integrity, and availability) for the data based on data categorization and classification and FIPS Publication 199 protection levels;
- Properly maintaining security of any and all computer systems (hardware and software applications) used to store or process Confidential Information, including installing all security patches, upgrades, and anti-virus updates;
- Designating a Security Officer to oversee such Party's Data security program, carry out privacy programs and to act as the principal point of contact responsible for communicating on security matters with the CDE;
- Immediately reporting (within two hours of discovery) to the CDE any breach of security, as that phrase is used in California Civil Code section 1798.29(d), to:

Information Security Officer

California Department of Education
Technology Services Division – Information Security Office
1430 N Street, Suite 3712
Sacramento, CA 95814-5901
Office phone: 916-327-3852
Email: ISO@cde.ca.gov

- Promptly taking corrective action to cure any breach of security, including immediately notifying the other parties and conducting an investigation of each breach and providing the other party with a written report of the investigation within thirty (30) working days of the discovery of the breach. All parties may be participants in the security breach investigation, or parties may conduct their own independent investigations, in which all parties shall fully cooperate. The party who experienced the security incident as a result of their failure to perform or negligent acts of its personnel, which resulted in a data breach shall be responsible for all costs incurred, including the costs to provide notice to the individuals whose data has been lost or breached.
- Implementing any other reasonable security protocols for PII or Student or Individual-Level Data that may be prescribed by the CDE's Technology Service Division in a written notice to Contractor.
- Making and distributing copies of Data only as necessary to perform the obligations hereunder in full compliance with the other terms hereof, keeping accurate records of any such copies (including any back-ups), and legally and physically controlling such copies in a manner that prevents unauthorized duplication, use or disclosure.

The Contractor shall retain copies of the compliance agreements, which include signed confidentiality statements, training certifications, and other documentation necessary to

demonstrate compliance with the above provisions and provide copies to the CDE upon CDE's written request.

G. Data Formatting and Delivery: All PII or Student or Individual-Level Data to be delivered from one party to the other hereunder shall i) be in a format, ii) use nomenclature, iii) be delivered in compliance with security protocols, and iv) meet any other specifications, all as set forth in Data delivery and file layout specifications approved by the CDE Education Data Management Division. As early as reasonably possible in the Data delivery process, but in no event less than 12 weeks prior to Data delivery to CDE or 6 weeks prior to Data delivery to Contractor, Contractor shall submit for CDE approval its proposed Data delivery and file layout specifications, including the proposed secure file transfer protocols, formatting, nomenclature and other specifications to be used. The scope of work may specify additional requirements for the proposed data delivery and file layout specifications, such as additional time between the proposed Data Delivery and file layout specification and Data delivery for those cases where a data reporting structure needs to be built, where special provisions are needed for working with other CDE Contractors, etc.

1. **Data Delivered to CDE:** Unless otherwise agreed by the CDE in writing, Contractor shall use CDE's Preferred Variation of each data element in the proposed file layout specification for data delivery to the CDE. In the event that CDE has not yet formulated a Preferred Variation for a particular Data element, Contractor shall consult with CDE to reach a resolution. Contractor shall cooperate with CDE and shall make each change to the proposed Data delivery and file layout specification that is requested by the CDE in order to gain written approval. Thereafter, all PII and Student or Individual-Level Data shall be delivered in a file conforming to the approved Data delivery and file layout specifications, as they may be revised from time-to-time. In addition, all PII and Student-Level Data deliveries to the CDE shall be accompanied by a complete Data Dictionary that describes and defines in detail the meaning of all symbols, abbreviations, codes and other descriptors contained in the file provided by Contractor to the CDE.
2. **Data Delivered to Contractor:** If a scope of work specifies the delivery of PII or Student or Individual-Level Data from CDE to Contractor, Contractor shall specify its requested Data delivery and file layout specifications by submitting a proposal to the CDE for approval. The CDE will review the requested specifications for inconsistencies, data definitions that do not align with CDE's preferred variations and for data elements that do not yet exist or need extraction, redaction, compilation, aggregation or the like. The CDE will indicate to Contractor whether the request can be met and CDE's estimated costs to meet such requirements. The parties shall revise the Data delivery and file layout specifications until mutually acceptable. Unless otherwise agreed in writing in advance, CDE may charge Contractor for its reasonable costs, including staff time, computing time and materials, in order to meet Contractor's requested specifications.

Contractor acknowledges that CDE maintains and uses Data collected from a variety of diverse sources and that compliance with these Data formatting and delivery provisions is necessary to maintain Data order and for the consistent and effective use of Data by the CDE, regardless of the source of the Data and regardless of how the Data has been collected, developed, matched, aggregated, linked, connected or otherwise generated for use by CDE.

- H. **De-Identification of PII:** Contractor may not attempt to create, use or disclose Aggregated Data or other forms of de-identified Data, except as CDE may expressly authorized in writing in the Scope of Work. Any Aggregated Data that is authorized by CDE shall be created in compliance with best practices to minimize disclosure risk (e.g., those outlined in the NCES SLDS Technical Brief “Statistical Methods for Protecting Personally Identifiable Information in Aggregate Reporting” at <http://nces.ed.gov/pubs2011/2011603.pdf>) and shall be aggregated using a methodology approved in writing in advance by the CDE.
- I. **Data Destruction:** Contractor shall return or destroy in accordance with the CDE’s instructions any and all CDE Data, including, without limitation, Data: i) provided by CDE hereunder, ii) developed by Contractor for CDE hereunder, or iii) otherwise owned by CDE. Such return or destruction shall occur i) immediately upon CDE’s request, ii) immediately upon termination of this agreement, or iii) prior to any merger, combination, acquisition, or other change in control of the Contractor, unless CDE, at its sole discretion, gives prior written consent to the change in control and the appropriate parties execute any additional documents CDE specifies in order to preserve or extend the obligations hereunder. Unless otherwise agreed to in writing by the CDE, such destruction shall include Data that is publicly available; however, nothing herein shall prevent the Contractor from thereafter obtaining such Data from publicly available sources. Contractor agrees to submit a letter to the CDE within thirty (30) calendar days of the destruction of the Data attesting to the destruction of all Data obtained from the CDE under this Agreement.
- J. **Data Ownership and Possession:** Contractor acknowledges that any and all Data that are collected, developed and/or generated by Contractor at CDE’s expense are the sole and exclusive Proprietary Information of the CDE and may not be used or disclosed by Contractor except as expressly permitted by the CDE in writing. CDE acknowledges that software and Data previously developed by Contractor at Contractor’s sole expense, without contribution or reimbursement from CDE, is Contractor Proprietary Information.
- K. **Subsequent Data Disclosures:** Notwithstanding any other provision of this Agreement, any future disclosure of PII or Student or Individual-Level Data by the CDE is subject to CDE’s internal approval processes and applicable law.

10.3 Resolution of Disputes

If the Contractor disputes any action by the CDE Contract Monitor arising under or out of the performance of this contract, the Contractor shall notify the CDE Contract Monitor of the dispute in writing and request a claims decision. The CDE Contract Monitor shall issue a decision within 30 days of the Contractor's notice. If the Contractor disagrees with the CDE Contract Monitor’s claims decision, the Contractor shall submit a formal claim to the Superintendent of Public Instruction or the Superintendent's designee. The decision of the Superintendent shall be final and conclusive on the claim unless the decision is-arbitrary or capricious. The decision may encompass facts, interpretations of the contract, and determinations or applications of law. The decision shall be in writing following an opportunity for the Contractor to present oral or documentary evidence and arguments in support of the claim. Contractor shall continue with the responsibilities under this Agreement during any dispute.

10.4 Right to Terminate

The State reserves the right to terminate this contract subject to 30-days written notice to the Contractor. Contractor may submit a written request to terminate this contract only if the State should substantially fail to perform its responsibilities as provided herein.

However, the contract can be immediately terminated for cause by the State. The term “for cause” shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State’s notification to the Contractor.

This agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State’s premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render services as a result of any action by any governmental authority.

10.5 Termination for Targets of Economic Sanctions; 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.

10.6 ICT Accessibility Requirements (05/2018)

Unless the scope of work expressly provides that the CDE shall be responsible for all 508 compliance:

- A. Contractor shall, in accordance with California Government Code section 7405 (which requires state agencies to comply with Section 508 of the federal Rehabilitation Act of 1973 (Section 508)), ensure that any and all Information and Communications Technology (ICT) deliverables developed, procured, or maintained as a result of this contract shall comply with state and federal accessibility requirements, including: (i) the California Department of Education’s (CDE) Web Content Accessibility Guidelines (WCAG) 2.0 at the AA level found at <http://www.w3.org/TR/WCAG20/>, (ii) the CDE’s Web Standards found at <https://www.cde.ca.gov/re/di/ws/webstandards.asp>, and (iii) the CDE’s Web Application Review Team (WebART) review process found at: <https://www.cde.ca.gov/re/di/ws/webartproc.asp>.
- B. The definition of “Information and Communications Technology” or “ICT” includes but is not limited to: computer hardware, software, cloud services, websites, web content, web or mobile application, office documents (e.g., MS Word, MS Excel, MS PowerPoint, PDF), multimedia, social media, email, and electronic devices.

- C. Contractor shall employ a section 508 compliance expert with qualifications and experience acceptable to the CDE to: (i) advise Contractor during ICT deliverable development, and (ii) certify in writing on behalf of Contractor that the ICT deliverables are fully compliant with the standards in subsection A above and Section 508 prior to submission to, or use by, the CDE. Such certification shall also include a statement describing precise methods by which compliance was determined, along with the results of testing. The Contractor is responsible for any costs associated with breach of such certification.
- D. Upon CDE's request, the Contractor must provide to the CDE all source files for ICT deliverables to the CDE for the purpose of improving accessibility. This may include non-proprietary code, unedited pictures and video, and original documents prior to PDF conversion among others.

10.7 Prohibition of Discrimination

In addition to the non-discrimination requirements in General Terms and Conditions attached as Exhibit C, Contractor and its subcontractors shall comply with Education Code section 220, which prohibits any person from discriminating on the basis of any characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code, including immigration status, in any program or activity conducted in connection with this contract.

10.8 Health and Safety

Contractors are required to, at their own expense, comply with all applicable health and safety laws and regulations. Upon notice, Contractors are also required to comply with the state agency's specific health and safety requirements and policies. Contractors agree to include in any subcontract related to performance of this Agreement, a requirement that the subcontractor comply with all applicable health and safety laws and regulations, and upon notice, the state agency's specific health and safety requirements and policies.

11. ADDITIONAL PROVISIONS

11.1 Contractor Evaluation (3/06)

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

11.2 Contractor's Rights and Obligations

Public Contract Code sections 10335 through 10381 contains language describing the Contractor's duties, obligations and rights under this agreement. By signing this agreement, the Contractor certifies that they have been fully informed regarding these provisions of Public Contract Code.

11.3 Computer Software Copyright Compliance

By signing this agreement, the 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.

11.4 Disposition of Equipment

Equipment purchased under the provisions of this agreement is the property of the State and shall be used for its intended purpose during the term of this agreement. An inventory of all equipment purchased under this agreement shall be maintained. After the term of this agreement, the equipment shall be returned or disposed of in accordance with instructions from the CDE.

11.5 Contracts Funded by the Federal Government (Rev. 04/2025)

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

This contract is valid and enforceable only if sufficient funds are made available to the State by the United States Government for Fiscal Year(s) covered by this agreement for the purposes of this program. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or imposed by the federal government, which may affect the provisions, terms, or funding of this contract in any manner.

It is mutually agreed that if Congress does not appropriate sufficient funds for the program or the federal government does not disburse sufficient funds for this program, this contract shall be amended to reflect any reduction in funds.

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

The recipient shall comply with the Single Audit Act and the reporting requirements set forth in Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200.

11.6 Prohibition Against Outside Agreements

The Contractor or subcontractor(s) shall not enter into agreements related to products and/or services of this contract with any out-of-state agency or organization. Any out-of-state agency or organization shall negotiate with the CDE for products and/or services pertaining to this contract.

11.7 Material Developed Under the Terms of This Agreement

All materials developed under the terms of this contract shall be considered a work made for hire. The State, therefore, reserves the exclusive right to copyright and publish, disseminate, and otherwise use the material developed under the terms of this agreement in whatever way it deems appropriate.

Any material that is not acceptable to the state may be rejected by the State at its discretion. Notice of such a rejection shall be given to the contractor by the state within 10-days of receipt of the materials, and final payment shall not be made for such material until substantial compliance has been obtained within the time and manner determined by the State.

11.8 Potential Subcontractors

Nothing contained in this Contract or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of their responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State 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 State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

11.9 Staff Replacements

The Contractor will be required to obtain prior approval from the CDE Contract Monitor before changing named project personnel. When changing or substituting named key personnel (including Project Manager, and Fiscal Manager, subcontractors, etc.), the Contractor must obtain prior approval from CDE Contract Monitor and formal amendment approved by the Department of General Services. The substitute personnel shall meet or exceed the qualifications and experience level of the previously assigned project staff/personnel.

11.10 Follow-on Contracts

No contractor, subcontractor, person, firm, or subsidiary thereof who has been awarded a consulting services contract, or a contract which includes a consulting component, (see PCC section 10335.5) 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 (see PCC section 10365.5).

11.11 Contract Requirements Related to DVBE Participation Compliance

- A. DVBE Substitution: If awarded the contract, the Contractor must use the DVBE subcontractors and/or supplier(s) in its proposal unless the Contractor requested substitution via prior written notice to the CDE and the CDE may consent to the substitution of another person as a subcontractor in any of the following situations:
1. When the subcontractor listed in the bid, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract, when that written contract based upon the general terms, conditions, plans and specifications for the project involved or the terms of that subcontractor's written bid, is presented to the subcontractor by the prime Contractor.
 2. When the listed subcontractor becomes bankrupt or insolvent or goes out of business.
 3. When the listed subcontractor fails or refuses to perform the subcontract.
 4. When the listed subcontractor fails or refuses to meet the bond requirements of the prime Contractor.
 5. When the prime Contractor demonstrates to the CDE that the name of the subcontractor was listed as a result of an inadvertent clerical error.
 6. When the listed subcontractor is not licensed pursuant to the Contractor's License Law, if applicable, or any applicable licensing requirement of any regulatory agency of the State of California.
 7. When the CDE determines that the work performed by the listed subcontractor is substantially unsatisfactory and not in substantial accordance with the plans and specifications, or that the subcontractor is substantially delaying or disrupting the progress of the work.

The request and the State's approval or disapproval is NOT to be construed as an excuse for noncompliance with any other provision of law, including but not limited to the Subletting and Subcontracting Fair Practices Act or any other contract requirements relating to substitution of subcontractors.

Failure to adhere to at least the DVBE participation proposed by the Contractor may be cause for contract termination and recovery of damages under the rights and remedies due the State under the default section of the contract.

- B. Reporting: The Contractor must complete and provide an accurate Prime Contractor's Certification – DVBE Subcontracting Report (STD. 817) and proof of payment to DVBE(s)

upon contract completion with the final invoice. The Contractor must provide any additional report(s) of actual participation by DVBE(s) (by dollar amount and category) as may be required by the CDE to document compliance.

An amount of \$10,000.00, or full amount of the final invoice if less than \$10,000.00, from the Contractor's final payment will be withheld pending receipt of a complete and accurate STD. 817 and proof of payment to the DVBE(s).

If the STD. 817 form is late or incomplete, the State will allow the Contractor to cure within 30 days to meet the certification requirements.

If the Contractor does not comply by the given deadline, the withheld amount will be permanently deducted.

- C. Compliance Audit: The Contractor must agree that the State or its designee will have the right to review, obtain, and copy all records pertaining to performance of the contract. The Contractor must agree to provide the State or its designee with any relevant information requested and shall permit the State or its designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. The Contractor must further agree to maintain such records for a period of six years after final payment under the contract.