

CDT OSTP Request For Proposal



Request For Proposal (RFP) 3475

PART 1 – BIDDER INSTRUCTIONS

FOR

EDD Salesforce M&O

June 2, 2026

Issued by:

STATE OF CALIFORNIA

Employment Development Department 1416 9th St. Sacramento, CA 95814

Part 1 of this solicitation contains the Bidder and bidding instructions, proposal form instructions, solution requirements and instructions, and all other instructional/compliance information that the Bidder must meet in order to be considered responsive to the solicitation.

Part 2 of this solicitation contains all forms a Bidder must complete and return with its proposal, including the Statement of Work (SOW), administrative forms, qualification forms, requirement responses, and all exhibits/attachments discussed in Part 1.

Disclaimer: The original version and any subsequent solicitation addenda released by the Procurement Officer of this solicitation remain the official version. In the event of any inconsistency between the Bidder's versions, articles, attachments, specifications, or

provisions, the official State version of the solicitation in its entirety shall take precedence.

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RFP

PART 1 – BIDDER INSTRUCTIONS

1. INTRODUCTION

On behalf of the Employment Development Department, this solicitation is being conducted under the authority of California Department of Technology (CDT) pursuant to Public Contract Code (PCC) §6611 which provides the authority to use a competitive negotiation process when the State's business need or the purpose of a procurement or contract is known, but negotiation is necessary to ensure that the State is receiving the best value or the most cost-efficient goods, services, information technology, and telecommunications.

This solicitation contains the instructions governing the requirements for fixed price deliverable-based proposals to be submitted by Bidders. Also included in this solicitation is the required format and materials Bidders must follow when responding to this solicitation. This solicitation also addresses the requirements that Bidders must meet to be eligible for consideration, as well as Bidders' responsibilities before and after award.

The following terms are used interchangeably throughout the solicitation documents: (1) "Contract" and "Agreement"; (2) "response" and "proposals". For additional definitions, see [ATTACHMENT 17: GLOSSARY OF TERMS](#).

1.1. PURPOSE OF THIS RFP

The purpose of this Request for Proposal (RFP) (hereafter referred to as "solicitation") is to obtain proposals from qualified Bidders to provide EDD and the State of California (hereafter referred to as "State") with Salesforce Maintenance & Operations Support (hereafter referred to as "Salesforce M&O Support").

The Contract Award, if made, will be to the single Bidder in accordance with the methodology defined in [SECTION 6. EVALUATION](#).

1.2. BACKGROUND

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

The EDD's mission is to enhance California's prosperity and economic growth by delivering valuable and innovative services to meet the changing needs of employers, personnel, and those seeking employment. The Information Technology Branch (ITB) supports this mission by engineering and maintaining IT

services to support employers, employees, and job seekers in the State of California.

1.3. TERM OF CONTRACT

Effective upon approval of CDT, Office of Statewide Technology Procurement (OSTP), the base term of the Contract is two (2) years.

The State, at its sole discretion, may exercise its option to execute two (2), one-year extensions for a maximum Contract term of four (4) years.

The Contractor shall not be authorized to deliver goods or commence performance of services described in this Agreement prior to the effective date. Any delivery of goods or performance of services by the Contractor that is commenced prior to the effective date shall be at no cost to the State.

The State is not obligated to use any or all of these options. The Agreement is of no effect unless approved by CDT and no work shall begin before full execution of the Agreement.

1.4. CURRENT AND PROPOSED ENVIRONMENTS

1.4.1. CURRENT ENVIRONMENT

Currently, some of the mission critical systems to support core EDD business functions are maintained within the Salesforce Orgs listed below:

- CA-EDD Org
- Contact Center Org
- EDD UI Claims Org

The details about the applications within the respective Salesforce Orgs and the current hosting location details are provided in [SECTION 15. PROJECT \(CONTRACTOR\) TASKS AND DELIVERABLE REQUIREMENTS](#).

The Contractor will not create a new hosting environment, but is expected to be responsible for the procurement and management of Salesforce licenses for the supported orgs.

1.4.2. PROPOSED ENVIRONMENT

This section is intended to present an overview of the proposed system and as such will not specify any detailed technical requirements. A more detailed description of the proposed environment and overall project requirements for Salesforce Maintenance & Operations Support are included in [EXHIBIT A: STATEMENT OF WORK](#). Details of the solicitation requirements are included in [EXHIBIT B: FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS](#).

The Contractor will take ownership for the following:

- A. Provide Salesforce licenses as described in the [EXHIBIT C: COST WORKBOOK](#).
- B. Implement updates and provide ongoing maintenance, along with operational support that includes proactive system monitoring, performance tuning, user assistance, incident response within defined SLAs, regular health checks and documentation updates for existing applications and systems within each Salesforce Org.
- C. Implement system updates, including decisive bug fixes and performance optimizations to ensure continuous improvement.
- D. Lead and manage all phases of the Software Development Lifecycle (SDLC), from comprehensive requirements gathering to deployment, rigorous testing, and post-deployment support.
- E. Maintain the integration processes between these Salesforce Orgs and external systems, guaranteeing seamless data flow and system interoperability.
- F. Implement adaptive maintenance and apply security fixes to ensure ongoing compliance with the security standards outlined in [SECTION 19. SECURITY](#).
- G. Ensure that all deliverables consistently meet agreed-upon standards and best practices, thereby optimizing the effectiveness and efficiency of the Salesforce Orgs and their associated applications.
- H. Conduct thorough knowledge transfer activities for EDD staff and its designees, ensuring that all EDD resources are fully trained and equipped with essential knowledge for operational success.

See [SECTION 15. PROJECT \(CONTRACTOR\) TASKS AND DELIVERABLE REQUIREMENTS](#) for more details.

1.5. AMERICANS WITH DISABILITIES ACT (ADA)

To comply with the nondiscrimination requirements of ADA, it is the policy of the State of California to make every effort to ensure that its programs, activities, and services are available to all persons, including persons with disabilities.

For persons with a disability needing a reasonable accommodation to participate in the procurement process or for persons having questions regarding reasonable accommodations of the procurement process, you may contact the Procurement Officer identified in [SECTION 2.2.1. PROCUREMENT OFFICERS](#). You may also contact the State of California at the telephone numbers listed below.

Important: To ensure that we can meet your needs, it is best that we receive your request for reasonable accommodations at least ten (10) working days before the scheduled event, e.g., meeting, conference, workshop, etc., or deadline due date for procurement documents.

Table 1.5-1: The California Relay Service Telephone Numbers

RELAY SERVICE DESCRIPTION	LANGUAGE	TELEPHONE NUMBER
TTY/VCO/HCO to Voice	English	1-800-735-2929
	Spanish	1-800-855-3000
Voice to TTY/VCO/HCO	English	1-800-735-2922
	Spanish	1-800-855-3000
From or to Speech-to-Speech	English & Spanish	1-800-854-7784

2. BIDDING INSTRUCTIONS

2.1. BIDDER ADMONISHMENT

This procurement will follow an approach designed to increase the likelihood of a successful proposal and Bidder eligibility for an invitation to negotiation.

The Bidder should refer to [SECTION 2.5. BIDDING STEPS](#) to understand the phases applicable to this solicitation and [SECTION 6. EVALUATION](#) to understand the evaluation process. It is the Bidder's responsibility to:

1. Carefully read the entire solicitation.
2. Submit questions in a timely manner.
3. Submit all required responses by the required dates and times specified in [SECTION 2.3. KEY ACTION DATES](#).
4. Abide by all procedures and requirements of the solicitation.
5. Not include conditional statements, assumptions, or exception language with proposals.
6. Carefully review the solicitation requirements prior to submission of a proposal to ensure nothing has been overlooked.

2.2. COMMUNICATIONS AND CONTACTS

The State uses an online procurement system known as Cal eProcure to communicate with prospective Bidders and suppliers. Information and ongoing communications for this solicitation will be posted by the State on the *Cal eProcure* website, www.caleprocure.ca.gov.

Oral communications by Agency/state entity officers and employees concerning this solicitation shall not be binding on the State and shall in no way excuse the Bidder of any obligations set forth in this

solicitation.

2.2.1. PROCUREMENT OFFICERS

The Procurement Officer is the State's designated authorized representative regarding this procurement and is the sole point of contact.

Bidders are directed to communicate all correspondence regarding this procurement to both the Procurement Officer and the Secondary Procurement Officer at the contact information below.

Table 2.2.1-1: Procurement Officers

DESCRIPTION	CONTACT INFORMATION
Department Name:	California Department of Technology (CDT), Office of Statewide Technology Procurement (OSTP)
Procurement Officer:	Alnice Botha
Email:	alnice.botha@state.ca.gov
Phone:	(916) 846-6439
Secondary Procurement Officer:	Katie DeAngelis
Email:	katie.deangelis@state.ca.gov
Phone:	(916) 281-4062

2.2.2. QUESTIONS REGARDING THE SOLICITATION DOCUMENT

Bidders requesting clarification of the intent, terms and conditions, content of this solicitation, or on procedural matters regarding the competitive bid process should submit [ATTACHMENT 1: TEMPLATE FOR QUESTION/REQUEST FOR CHANGE SUBMITTAL](#) via email addressed to the Procurement Officers listed in [SECTION 2.2.1. PROCUREMENT OFFICERS](#).

If the Bidder believes that one or more of the solicitation requirements is onerous, unfair, or imposes unnecessary constraints on the Bidder proposing a less costly or an alternate solution, the Bidder may request a change to the solicitation by submitting, in writing, the recommended change(s) and the facts substantiating this belief and reasons for making the recommended change using [ATTACHMENT 1: TEMPLATE FOR QUESTION/REQUEST FOR CHANGE SUBMITTAL](#). Such request must be submitted to the Procurement Officers by the date specified in [SECTION 2.3. KEY ACTION DATES](#).

Written questions and requests for changes must be submitted, using Microsoft Excel or Word, by email

to the Procurement Officers identified in [SECTION 2.2.1. PROCUREMENT OFFICERS](#), using [ATTACHMENT 1: TEMPLATE FOR QUESTION/REQUEST FOR CHANGE SUBMITTAL](#).

The email must include the solicitation identification information from the solicitation title page in the subject line. To ensure a response, questions and/or requests for changes must be received in writing by the date(s) specified in [SECTION 2.3. KEY ACTION DATES](#). Question and answer sets will be posted to Cal eProcure and will not identify the submitters. At the sole discretion of the State, questions may be paraphrased by the State for clarity.

If a Bidder desires clarification or further information on the content of the solicitation, but whose questions relate to the proprietary aspect of its proposal and disclosure exposes its proposal to other Bidders, the question may be submitted using the same criteria above with the notation, "CONFIDENTIAL." The Bidder must explain why the question is sensitive in nature. If the State concurs that the disclosure of the question or the answer would expose the proprietary nature of the proposal, the question will be answered and both the question and answer will be confidentially maintained. If the State does not concur with the proprietary nature of the question, the Bidder will be notified and may withdraw the question. If the question is not withdrawn, the question and response will not be confidentially maintained.

Only questions submitted in writing and answered in writing by the Procurement Officer shall be binding and official.

2.2.3. INTENT TO BID

Bidders that wish to participate in the solicitation should submit a completed [ATTACHMENT 2: INTENT TO BID](#) by the date specified in [SECTION 2.3. KEY ACTION DATES](#).

This document shall be sent by email to the Procurement Officer identified in [SECTION 2.2.1. PROCUREMENT OFFICERS](#).

It shall be the Bidder's responsibility to notify the Procurement Officer regarding any change to its Intent to Bid or the contact information. The State shall not be responsible for proposal correspondence not received by the Bidder if the Bidder fails to notify the State, in writing, of any change pertaining to the designated contact person.

2.2.4. REQUEST INVITATION TO STATE'S FILE-SHARING SITE

The Bidder must email the Procurement Officer by the due date specified in [SECTION 2.3. KEY ACTION DATES](#), two (2) contacts who will have access to the State's file sharing site to electronically upload Bidder's proposal. Once provided, an invitation to the State's file sharing site will be sent to those individuals. It is the Bidder's responsibility to confirm receipt of the invitation with the Procurement Officer.

A separate file location will be created for each Bidder accessible only to the Bidder Contact(s).

The file sharing site does not allow access from outside the Continental United States.

It is highly recommended that Bidders upload a test MS Word, MS Excel, and PDF file to each folder at least five (5) calendar days prior to the due date to test access to the State's file sharing site. Upon successful upload, notify the Procurement Officer and the test file will be deleted. It is the Bidder's responsibility to gain access to the file-sharing site to submit their proposal.

The file sharing site will provide a primary folder for each Bidder to submit their proposal. Each Bidder's folder will contain subfolders: Volume 1, Volume 2.

The Bidder contacts will be required to upload a complete copy of the Bidder's proposal to the appropriate folders.

If a Bidder fails to request access to the file sharing site by the due date specified in the Key Action Dates, the State cannot guarantee access to the site prior to the proposal submittal due date and no other submissions outside of the file sharing site will be considered.

If a file is uploaded in error to a file sharing site folder, the Bidder may submit a request by email to the Procurement Officer prior to the last day to submit responses. **Do not upload compressed files (.zip files) onto the file sharing site.**

Proposals must be received no later than the date and time specified in [SECTION 2.3. KEY ACTION DATES](#). Late receipt of a proposal may be considered non-responsive and may be the basis for rejecting the Bidder's proposal.

2.3. KEY ACTION DATES

Key Action Dates provides the key action dates and times by which actions must be taken or completed. If the State finds it necessary to change these dates or times, it will be accomplished via an addendum to this solicitation with the exception of dates listed after the Bidder's submission of proposal. Dates listed after the Bidder's submission of proposal are estimated and may be adjusted without addendum to this solicitation. All times listed are for Pacific Time. Unless otherwise specified, all times are 4:00 PM Pacific Time.

Table 2.3-1: Key Action Dates (KAD)

ITEM	ACTION	DATE AND TIME
1.	Release of Solicitation	June 2, 2026

ITEM	ACTION	DATE AND TIME
2.	Last day to submit questions and request for changes prior to proposal using ATTACHMENT 1: TEMPLATE FOR QUESTION/REQUEST FOR CHANGE SUBMITTAL	June 16, 2026 by 12:00 PM noon
3.	State's response to Bidder's questions, and release of potential addendum ¹	June 30, 2026
4.	Submit: ATTACHMENT 2: INTENT TO BID	July 7, 2026
5.	Last Day for Bidders to request an invitation to the State's file-sharing site to submit a proposal (Refer to SECTION 2.2.4. REQUEST INVITATION TO STATE'S FILE-SHARING SITE)	July 7, 2026
6.	Last day to submit proposal and be deemed eVAQ approved by OSTP. ²	July 21, 2026 by 12:00 PM noon
7.	Proposal Evaluation Period	July 22 - September 23, 2026
8.	Interviews (if held)	September 24 - October 7, 2026
9.	Negotiations	October 15 - November 4, 2026
10.	BAFO submission	November 19, 2026 at 12:00 PM noon
11.	BAFO evaluations	November 20 - December 14, 2026
12.	Target Notification of Award/Contract Execution	February 8, 2027

¹ Or five (5) working days following the last addendum that changes the requirements of the solicitation.

² If Bidder does not have an approved eVAQ application on file with OSTP, it is recommended that Bidders allow a minimum of four (4) weeks prior to proposal due date for the State to process and

approve Bidder's eVAQ application.

2.4. RULES GOVERNING COMPETITION

This solicitation, the evaluation of responses, and the award of any resultant Contract shall be made in conformance with current competitive bidding procedures as they relate to the procurement of IT goods and services or telecommunications by public bodies in the State of California.

2.4.1. IDENTIFICATION AND CLASSIFICATION OF SOLICITATION REQUIREMENTS

The State has established certain requirements with respect to proposals to be submitted by prospective Contractors. The use of "shall," "must," or "will" (except to indicate simple futurity) in the solicitation indicates a requirement or condition which is mandatory.

Non-compliance with any mandatory requirement will disqualify a Bidder from further participating in Evaluation, Negotiations and Contract Award.

The words "should" or "may" in the solicitation indicate desirable attributes or conditions, but are non-mandatory in nature.

2.4.2. SOLICITATION DOCUMENTS

This solicitation document includes, in addition to an explanation of the State's requirements which must be met, instructions which prescribe the format and content of proposals to be submitted and the model of the Contract to be executed between the State and the successful Bidder.

If a Bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in this solicitation document, the Bidder shall immediately notify the Procurement Officer identified in [SECTION 2.2.1. PROCUREMENT OFFICERS](#), of such error in writing and request clarification or modification of the document.

If the solicitation document contains an error known to the Bidder, or an error that reasonably should have been known, the Bidder shall bid at its own risk. If the Bidder fails to notify the State of the error prior to the date fixed for submission of proposals, and is awarded the Contract, the Bidder shall not be entitled to additional compensation or time by reason of the error or its later correction. Modifications will be made by addenda issued pursuant to [SECTION 2.4.7. ADDENDA](#).

2.4.3. EXAMINATION OF THE WORK

The Bidder should carefully examine the entire solicitation document and any addenda thereto, and all related materials and data referenced in the solicitation document or otherwise available to the Bidder, and should become fully aware of the nature and location of the work, the quantities of the work, and the conditions to be encountered in performing the work.

2.4.4. EXCLUSION FOR CONFLICT OF INTEREST

No consultant shall be paid out of State funds for developing recommendations on the acquisition of telecommunication, information technology (IT) products or services or assisting in the preparation of the project approval lifecycle documents (stages 2, 3, or 4), while in effect, if that consultant is to be a source of such acquisition or could otherwise directly and/or materially benefit from State adoption of such recommendations or the course of action recommended in the project approval lifecycle documents (stages 2, 3, or 4). Further, no consultant shall be paid out of State funds for developing recommendations on the disposal of State surplus IT products if that consultant would directly and/or materially benefit from State adoption of such recommendations.

A consultant shall not be eligible to serve as the Prime Contractor or subcontractor pursuant to this solicitation if the Contractor/subcontractor is currently working on the solicitation in an Independent Verification and Validation (IV & V) role.

The Bidder must complete and submit [ATTACHMENT 3: FOLLOW-ON CONTRACT DISCLOSURE FORM](#) with its proposal.

2.4.5. CONFIDENTIALITY

Bidder material becomes public only after the Notification of Award is released. If material marked “confidential,” “proprietary,” or “trade secret” is requested pursuant to the Public Records Act, the State will make an independent assessment whether it is exempt from disclosure. If the State disagrees with the Bidder, the State will notify the Bidder and give them a reasonable opportunity to justify their position or obtain a court order protecting the material from disclosure.

The Bidder should be aware that marking a document “confidential” or “proprietary” in their Proposal may exclude it from consideration for award and will not keep that document from being released after notice of award as part of the public record, unless a court has ordered the State not to release the document.

The content of all working papers and discussions relating to the Bidder’s Proposal shall be held in confidence indefinitely, unless the public interest is best served by an item’s disclosure because of its direct pertinence to a decision, agreement or the evaluation of the Proposal.

Any disclosure of confidential information by the Bidder is a basis for rejecting the Bidder's Proposal and ruling the Bidder ineligible to further participate. Any disclosure of confidential information by a State employee is a basis for disciplinary action, including dismissal from State employment, as provided by Government Code §19570 et seq. Total confidentiality is paramount; it cannot be over emphasized.

2.4.6. BONDS

The State reserves the right to require a performance bond or other security document as specified in the solicitation from the Bidder in an amount not to exceed the amount of the Contract. In the event the State requires a surety bond that has not been expressly required by the solicitation, the State will reimburse the Bidder as an addition to the purchase price in an amount not exceeding the standard premium on such bond.

2.4.7. ADDENDA

The State may modify the solicitation at any time prior to submission of proposal by issuing an addendum. Addenda will be numbered consecutively and released to all Bidders via Cal eProcure.

The Bidder is allowed five (5) working days to submit written questions regarding the addendum according to the instructions contained in [SECTION 2.2.2. QUESTIONS REGARDING THE SOLICITATION DOCUMENT](#) .

2.4.8. COST FOR DEVELOPING PROPOSAL

Costs for developing proposals are the responsibility entirely of the Bidder and shall not be chargeable to the State.

2.4.9. IRREVOCABLE OFFER

Bidder's response to this solicitation shall constitute a firm offer, which shall remain irrevocable for not less than 120 calendar days following the Contract Award date specified in [SECTION 2.3. KEY ACTION DATES](#). In the event of a delay in Contract Award, a Bidder may extend the expiration date of its firm offer an additional 30 calendar days by written notice to the State.

This expiration date may be further extended by mutual agreement between the State and the Bidder, in order to accommodate processing time for required approvals and other solicitation-related reviews.

2.4.10. FALSE OR MISLEADING STATEMENTS

Proposals that contain false or misleading statements, or provide references that do not support an attribute or condition claimed by the Bidder, may be the basis for rejecting the Bidder's proposal. If, in the opinion of the State, such information was intended to mislead the State in its evaluation of the proposal,

and the attribute, condition, or capability is a requirement of this solicitation document, may be the basis for rejecting the Bidder's proposal.

2.5. BIDDING STEPS

The following instructions provide the steps to submit a response to this solicitation by interested Bidders. Details surrounding proposals are described further in [SECTION 3. PROPOSAL REQUIREMENTS](#).

The Bidder is expected to follow the format requirements and utilize all forms included in this solicitation necessary for its response. This solicitation also addresses the Bidder responsibilities and requirements it must meet to be eligible for consideration. If the Bidder fails to follow the provided instructions, the Bidder may be disqualified from the solicitation process.

Refer to [SECTION 2.3. KEY ACTION DATES](#) to determine which phases and mandatory steps are included in this solicitation. [SECTION 2.3. KEY ACTION DATES](#) lists milestones, mandatory steps, and due dates for deliverables in this solicitation. Bidders must submit a pre-qualified Electronic Vendor Application of Qualifications (eVAQ) as detailed in [SECTION 3.2.1. ELECTRONIC VENDOR APPLICATION OF QUALIFICATIONS \(EVAQ\)\(M\)](#).

2.5.1. FINAL PHASE

The final phase consists of a proposal (Mandatory) and, if requested by the State, a Best and Final Offer (BAFO).

The purpose of the final phase is to obtain proposals that are responsive in every respect. The proposal is a mandatory step for all Bidders; all other steps are optional unless otherwise stated in [SECTION 2.3. KEY ACTION DATES](#).

The proposal must be complete, and include all cost information, required signatures, contract changes issued by the State via an addendum and corrections made to those defects noted by the State in its review of the draft proposal, if any. Bidders that submitted proposals meeting the criteria identified in [SECTION 7. NEGOTIATIONS](#), will be eligible to receive an invitation to negotiate with the State.

The State, at its sole discretion, may request a BAFO from those Bidders that participated in the Negotiation Process as identified in [SECTION 7. NEGOTIATIONS](#).

2.5.2. WITHDRAWAL AND RESUBMISSION/MODIFICATION OF PROPOSALS

A Bidder may withdraw its proposal at any time prior to the proposal submission date by submitting a written notification of withdrawal signed by an authorized representative of the Bidder in accordance with [SECTION 3.3.1. COVER LETTER \(M\)](#). The Bidder may thereafter submit a new or modified proposal prior to the submission date and time specified in [SECTION 2.3. KEY ACTION DATES](#). Modification

offered in any other manner, oral or written, will not be considered. Other than as allowed by law, proposals cannot be changed after the deadline date and time designated for receipt, except as provided in the solicitation.

2.5.3. DISPOSITION OF PROPOSALS

All materials submitted in response to this solicitation will become the property of the State of California. All phases of the proposal shall be retained for official files and will become a public record after the Notification of Award is posted.

3. PROPOSAL REQUIREMENTS

This section contains the mandatory, desirable scored and optional proposal requirements that must be met in order to be considered responsive to this solicitation.

The documents that must be submitted with the Bidder's proposal are noted as "Mandatory" "(M)" in this section. Items labeled "Desirable Scored" "(DS)" or "Optional" "(O)" are optional.

The proposal requirements listed in this section are denoted as follows:

1. (M) Sections labeled as "Mandatory" or "M" are not negotiable. To be considered responsive to these requirements, all requirements identified as (M) must receive a response from the Bidder. Failure to respond to any (M) requirements where indicated shall result in a "fail" and disqualification of the proposal.
2. (DS) Sections labeled "Desirable Scored" or "DS" are not required to be offered by the Bidder in order to be responsive with the solicitation requirements. The Bidder may choose whether to meet requirements labeled as (DS). However, if a Bidder offers any of these (DS) requirement, the Bidder must meet the minimum requirements as stated in the section. The State will review responses to (DS) requirements and apply points, if applicable, per criteria stated in [SECTION 6. EVALUATION](#).
3. (O) Sections labeled as "Optional" or "O" are not required to be offered by the Bidder in order to be responsive to the solicitation requirements. A Bidder may choose whether to meet administrative requirements labeled as (O) such as those relating to preference points. However, if a Bidder offers any of these (O) requirements, the Bidder must meet the minimum requirements as stated in the section. The State will review responses to optional requirements and apply points, if applicable, in accordance with [SECTION 6. EVALUATION](#).

3.1. QUALIFICATION REQUIREMENTS

The Bidder is expected to have a proven record of success and be responsible for all aspects of the service, including any subcontractors and the project team/staff proposed.

The Bidder must meet the minimum Bidder Qualification and Key Staff Qualification Requirements. Failure to meet any of the minimum requirements shall result in a proposal being deemed non-responsive and therefore disqualified.

3.1.1. BIDDER QUALIFICATIONS (M)(DS)

The Bidder must complete and submit as part of the proposal response, [ATTACHMENT 13: BIDDER QUALIFICATIONS FORM](#), to confirm that the Bidder's experience meets all the minimum requirements identified in [ATTACHMENT 13: BIDDER QUALIFICATIONS FORM](#). It is incumbent upon the Bidder to provide enough detail in the proposal for the state to evaluate the Bidder's ability to meet the requirements and perform the services as described in this solicitation. Refer to [ATTACHMENT 12: BIDDER QUALIFICATIONS FORM - INSTRUCTIONS](#) for further requirements and instructions.

The Bidder must provide information for a minimum of three (3) projects. A separate [ATTACHMENT 13: BIDDER QUALIFICATIONS FORM](#) must be submitted for every project used to meet the minimum required experience. Any given project may meet multiple requirements, but at least three (3) projects and not more than six (6) projects must be provided to meet the requirements in [ATTACHMENT 13: BIDDER QUALIFICATIONS FORM](#). If more than six (6) Bidder Qualification Forms are submitted, only the first six (6) in the order presented in the proposal will be evaluated.

Unless stated otherwise, experience must have occurred within ten (10) years prior to the solicitation release date for all projects and must have been completed in the United States of America. Points will be awarded based on desirable experience in accordance with [SECTION 6. EVALUATION](#).

3.1.2. BIDDER REFERENCES (MS)

The Bidder must complete and submit as part of proposal, [ATTACHMENT 14: BIDDER REFERENCE FORM](#) for each of the projects cited on the corresponding [ATTACHMENT 13: BIDDER QUALIFICATIONS FORM](#).

The purpose of the Bidder reference requirement is to provide the State the ability to evaluate the Bidder's experience in providing similar or relevant services to other organizations through a satisfaction rating provided by the Bidder's previous project clients. The description of their projects must be detailed and comprehensive enough to permit the State to assess the similarity of those projects to the work anticipated for the Contract resulting from this solicitation.

[ATTACHMENT 14: BIDDER REFERENCE FORM](#) must be completed in its entirety and dated by the reference to be considered responsive. The [ATTACHMENT 14: BIDDER REFERENCE FORM](#) must be returned to the Bidder for submission with proposal. No information corrections or changes may be made on the reference form by the Bidder. Forms with alterations or changes to the entered information may be considered non-responsive and may be the basis for rejecting the Bidder's proposal.

References may be contacted to validate submitted responses based on customer satisfaction in accordance with [SECTION 6. EVALUATION](#). Failure to provide verifiable references may be considered non-responsive and may be the basis for rejecting the Bidder's proposal.

References must meet the following criteria:

- Must be from the company (customer) or Agency for which the project was developed and/or services provided.
- Must be someone who performs a management or supervisory role on the referenced project.
- Must be external to the Bidder's organization and corporate structure.
- Must not be from employees or individuals who have or are currently working for the Bidder.
- Amendments to contracts shall not be considered separate and distinct contracts and cannot be used as separate projects.
- Must be able to provide an objective evaluation of the proposed Bidder and/or Key Staff's performance.

If the reference is not allowed either legally or by company/organization policy to fill out the reference form, the reference must type in its full name and provide the reason why they are not allowed to fill out the form.

Prior to the Bidder using a current State employee as a reference, the Bidder shall contact the State Procurement Officer identified in [SECTION 2.2.1. PROCUREMENT OFFICERS](#), to ensure the current State employee is not a member of the Evaluation Team. In addition, only one (1) reference from the EDD is permitted.

3.1.3. KEY STAFF QUALIFICATIONS (M)(DS)

The Bidder is fully responsible for all necessary staffing resources to successfully maintain and operate Salesforce within the agreed upon schedule and to perform to the standards set forth in [SECTION 30. SERVICE LEVEL AGREEMENTS \(SLAS\)](#). The Bidder's staff may be comprised of Contractor Key Staff, critical Non-Key Staff, and any other Non-Key Staff that the Bidder requires to implement the Solution. A minimum of seven (7) Contractor Key Staff are required to fill the three (3) roles required in the SOW. EDD requires the following:

1. One (1) Key Staff as the Engagement Manager
2. Three (3) Key Staff as Project Managers (one for each Org)
3. Three (3) Key Staff as Technical Leads (one for each Org)

Additional Contractor staff may also be necessary, at no additional cost to the State.

The Bidder must complete and submit Key Staff Qualification forms. The Bidder must provide complete

information to confirm that each of the proposed Key Staff possess the experience and qualifications as specified for their project role. Refer to [ATTACHMENT 15: KEY STAFF QUALIFICATIONS FORM – INSTRUCTIONS](#) for further requirements and instructions.

The Bidder must cite up to six (6) projects per proposed Key Staff to meet the requirements. If more than six (6) forms are submitted only the first six (6) in the order presented will be evaluated.

Each cited project for each Key Staff must be submitted separately on the appropriate form. It is incumbent upon the Bidder to provide enough detail in the response for the State to evaluate the Bidder's proposed Key Staff's ability to meet the requirements and perform the services as described in this solicitation and the SOW.

The Bidder's proposed Key Staff must meet all the mandatory minimum qualification requirements. All experience used to meet the minimum requirements must have occurred within the last ten (10) years prior to the proposal due date. The same resource cannot be assigned to meet multiple roles. Points will be awarded to Bidders that meet the criteria set forth in the desirable experience qualifications as specified in [SECTION 6. EVALUATION](#).

The following Key Staff are required to perform the services as described in [EXHIBIT A: STATEMENT OF WORK](#):

- [ATTACHMENT 15.1: ENGAGEMENT MANAGER - QUALIFICATIONS FORM](#)
- [ATTACHMENT 15.3: PROJECT MANAGER - QUALIFICATIONS FORM](#)
- [ATTACHMENT 15.5: TECHNICAL LEAD - QUALIFICATIONS FORM](#)

3.1.3.1. FULL-TIME/PART-TIME MONTH EQUIVALENTS DEFINITION

For each experience requirement marked with an "x" on the cited project, indicate the number of full-time equivalent (FTE) months the staff member accrued. One (1) FTE month is earned for each calendar month in which the staff member worked at least 160 hours across a minimum of 20 workdays on tasks relevant to the claimed experience.

For staff who worked part-time on a cited project, prorate the experience accordingly. For example, if the staff member worked half-time (i.e., at least 80 hours over 20 workdays in a month), they accrue 0.5 FTE month for that period.

For each experience requirement addressed by the staff member's work on a cited project, report the total number of FTE months of experience. Use the calculation methods described above, based on the calendar period during which the staff member worked on the project and whether the work was performed on a full-time or part-time basis.

Refer to the details in [SECTION 6. EVALUATION](#) on how the requirements will be scored as part of the

overall evaluation.

3.1.4. KEY STAFF REFERENCES (M)

The Bidder must complete and submit as part of its proposal one (1) Key Staff Reference Form for each of the projects cited on the corresponding Key Staff Qualifications Form.

The purpose of the Key Staff reference requirement is to provide the State the ability to evaluate the proposed Key Staff person's experience in providing similar or relevant services to other organizations through a satisfaction rating provided by the Key Staff person's previous project clients. The description of their projects must be detailed and comprehensive enough to permit the State to evaluate the work performed on the project meets the requirement(s).

Key Staff Reference Form must be completed in its entirety, and dated by the reference to be considered responsive. The Key Staff Reference Form must be returned to the Bidder for submission with proposal.

No information corrections or changes may be made on the reference form by the Bidder. Forms with alterations or changes to the entered information may be considered non-responsive and may be the basis for rejecting the Bidder's proposal.

References may be contacted to validate submitted responses based on customer satisfaction in accordance with [SECTION 6. EVALUATION](#). Failure to provide verifiable references may be considered non-responsive and may be the basis for rejecting the Bidder's proposal.

References must meet the following criteria:

- Must be from the company (customer) or Agency for which the project was developed and/or services provided.
- Must be someone who performs a management or supervisory role on the referenced project.
- Must be external to the Bidder's organization and corporate structure.
- Must not be from employees or individuals who have or are currently working for the Bidder.
- A contract and all amendments to it are considered as one project. Amendments to a contract cannot be submitted as separate projects.
- Must be able to provide an objective evaluation of the proposed Key Staff's performance.

If the reference is not allowed either legally or by company/organization policy to fill out the reference form, the reference must type in its full name and provide the reason why they are not allowed to fill out the form.

Prior to the proposed Key Staff person using a current State employee as a reference, the Bidder shall contact the State Procurement Officer identified in [SECTION 2.2.1. PROCUREMENT OFFICERS](#), to ensure the current State employee is not a member of the Evaluation Team. In addition, only one (1)

reference from the Employment Development Department is permitted.

3.1.5. SOLUTION REQUIREMENTS

This section contains the detailed functional and non-functional requirements, deliverables and milestones requirements, and narrative response requirements pertaining to the proposed system that must be met in order to be considered responsive to this solicitation. In addition to meeting these requirements, the Bidder must adhere to [EXHIBIT A: STATEMENT OF WORK](#).

3.1.5.1. FUNCTIONAL AND NON FUNCTIONAL REQUIREMENTS (M)

The Bidder must complete and submit as part of its proposal, [EXHIBIT B: FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS](#). The Bidder must indicate compliance and confirmation to each of the requirements by marking “Yes” or “No” in the column labeled “Bidder Agrees to Meet? Yes/No.” A blank or “NO” answer in this column may be considered non-responsive and may be the basis for rejecting the Bidder's proposal.

The following provides a description of each column and the instructions for completing [EXHIBIT B: FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS](#):

- **Column A: Requirement ID** specifies the requirement’s identification number
- **Column B: Requirement** provides text to describe the requirement.
- **Column C: Bidder Agrees to Meet? Yes/No** Bidder must mark "Yes" or "No" indicating agreement and compliance with the requirement.

The Bidder must not alter the structure or content of [EXHIBIT B: FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS](#).

Refer to [SECTION 6. EVALUATION](#) for details on how the requirements will be scored as part of the overall evaluation.

3.1.5.1.1. SYSTEM IMPROVEMENT REQUIREMENTS BACKLOG (M)

The Bidder must complete and submit as part of its proposal, [EXHIBIT B1: BACKLOG](#). The Bidder must indicate compliance and confirmation to each of the requirements by marking “Yes” or “No” in the column labeled "Bidder Agrees to Meet? Yes/No." A blank or “NO” answer in this column may be considered non-responsive and may be the basis for rejecting the Bidder's proposal.

The following provides a description of each column and the instructions for completing [EXHIBIT B1: BACKLOG](#):

- **Column A: Epic ID** specifies the requirement’s identification number
- **Column B: Epic Description** provides text to describe the requirement.

- **Column C: Size** provide the scale of the effort
- **Column D: Bidder Agrees to Meet? Yes/No** Bidder must mark "Yes" or "No" indicating agreement and compliance with the requirement.

The Bidder must not alter the structure or content of [EXHIBIT B1: BACKLOG](#).

Refer to [SECTION 6.2. PROPOSAL EVALUATION](#) for details on how the requirements will be scored as part of the overall evaluation.

3.1.5.2. NARRATIVE REQUIREMENTS (MS)

The Bidder must complete and submit [ATTACHMENT 16: NARRATIVE RESPONSE](#) as part of their proposal, in accordance with the instructions and requirements specified in the Attachment.

Refer to [SECTION 6. EVALUATION](#) for details on how the requirements will be scored as part of the overall evaluation.

3.2. PREQUALIFICATION REQUIREMENTS

This section details the requirements necessary for Bidders to qualify for contract award. Failure to complete or comply will disqualify Bidder(s) and the State will not move forward with evaluating the proposal, conducting negotiations and contract award. The State will not seek modifications or clarifications after proposal submission due date for any prequalification requirements.

3.2.1. ELECTRONIC VENDOR APPLICATION OF QUALIFICATIONS (EVAQ)(M)

It is the responsibility of the Bidder to ensure they have an OSTP-approved eVAQ and all applicable requirements and provisions for this solicitation are met. Failure to have an OSTP-approved eVAQ prior to proposal submission due date will disqualify Bidder(s) and the State will not move forward with evaluating the proposal, conducting negotiations and contract award. The State will not seek eVAQ modifications or clarifications after proposal submission due date.

The State's eVAQ is an external process to this solicitation. The intent of the pre-qualification is to process as much of the administrative requirements required to do business in the State of California in advance to streamline the solicitation process. Bidders are required to have an OSTP-approved eVAQ application on file prior to the Key Action Date for the Last day to submit proposal (refer to [SECTION 2.3. KEY ACTION DATES](#)) in order for your proposal to be accepted for evaluations.

The application can be accessed at <https://cadtprod.service-now.com/vendor>.

If the Bidder's firm is new to the eVAQ process, account registration is necessary and free of charge.

If a Bidder has an approved eVAQ on file, it is the Bidder's responsibility to ensure:

1. The eVAQ is a CDT OSTP-approved eVAQ (not a Department of General Services (DGS) eVAQ)).
2. All information required to be submitted with the eVAQ is up to date and valid.

All questions related to the eVAQ should be addressed to the Procurement Officer.

3.2.1.1. INCORPORATION OF EVAQ REQUIREMENTS

The Contract awarded as a result of the solicitation shall incorporate by reference all the requirements of the solicitation and the terms and conditions of the eVAQ. The Bidder's eVAQ shall remain in effect throughout the life of the Contract, including all optional years.

In the event there is inconsistent requirements between the solicitation and the Bidder's OSTP approved eVAQ documents, the solicitation documents shall take precedence.

3.3. ADMINISTRATIVE REQUIREMENTS

This section contains the mandatory and optional administrative requirements that must be met in order to be considered responsive to this solicitation. Additional administrative requirements for this solicitation are being processed through the electronic Vendor Application of Qualifications (eVAQ). Please refer to [SECTION 3.2.1. ELECTRONIC VENDOR APPLICATION OF QUALIFICATIONS \(EVAQ\)\(M\)](#) for more information.

3.3.1. COVER LETTER (M)

The Bidder must complete and submit [ATTACHMENT 4: COVER LETTER FORM](#) with their proposal.

A cover letter shall be considered an integral part of the proposal and any proposal form requiring signature, must be signed by an individual who is authorized to bind the bidding firm contractually. The signature block must indicate the title or position that the individual holds in the firm. An unsigned proposal may be considered non-responsive and may be the basis for rejecting the Bidder's proposal.

The draft proposal, if applicable, must also contain the cover letter, including the title of the person who will sign, but need not contain the signature.

3.3.2. ADMINISTRATIVE REQUIREMENTS DOCUMENT (M)

The Bidder must complete and submit [ATTACHMENT 5: RESPONSE TO ADMINISTRATIVE REQUIREMENTS](#). The Bidder must indicate its willingness and ability to satisfy these requirements by responding "Yes" in the "Bidder Agrees Yes/No" column. A "No" response to any of the mandatory

administrative requirements may be considered non-responsive and may be the basis for rejecting the Bidder's proposal.

3.3.3. CONFIDENTIALITY STATEMENT (M)

The Bidder must agree to the State's confidentiality requirements by submitting a signed [ATTACHMENT 6: CONFIDENTIALITY STATEMENT](#), for the Bidder's company. The completed confidentiality statement must be submitted as indicated in [SECTION 2.3. KEY ACTION DATES](#).

The Bidder engaging in services pertaining to this solicitation, requiring contact with confidential State information or State customer information will be required to exercise security precautions for all such data that is made available and must accept full legal responsibility for the protection of this confidential information. This includes all statistical, personal, technical, and/or other confidential personal data and information relating to the State's operations that are designated confidential by the State.

The Bidder will also be required, upon Contract award, to submit a signed confidentiality statement from all personnel, agents, and subcontractors assigned to the awarded Contract.

3.3.4. ABILITY TO PERFORM

Prior to award of the Contract, the State must be assured that the Bidder selected has all of the resources to successfully perform under the Contract. This includes, but is not limited to, personnel in the quantity and with the skills required; equipment of appropriate type and in sufficient quantity; financial resources sufficient to complete performance under the Contract; and experience in similar endeavors. If, during the evaluation process, the State is unable to assure itself of the Bidder's ability to perform under the Contract if awarded, the State has the option of requesting from the Bidder any information that the State deems necessary to determine the Bidder's responsibility. If such information is required, the Bidder will be so notified and will be permitted five (5) working days to submit the information requested in writing. Examples of the type of financial responsibility information requested may include annual reports and current audited balance sheets for the Bidder's firm.

3.3.5. PRIMARY BIDDER

An award, if made, will be to a primary Bidder. The awarded primary Bidder will be responsible for successful performance of all subcontractors and support services offered in response to this solicitation. All State policies, guidelines, and requirements that apply to the primary Bidder also apply to subcontractors, as applicable to the products and services they provide and to their role as a subcontractor. Furthermore, the State will consider the primary Bidder to be the sole point of contact regarding contractual matters for the term of the resulting Contract. The Bidder shall not assign financial documents to a third-party without prior written approval by the State, and an amendment to the resulting Contract.

3.3.6. SUBCONTRACTORS

Nothing contained in the resulting Contract shall create any relationship between the State and any subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations. The Contractor is fully responsible to the State for the acts and omissions of the Contractor's subcontractors and of persons either directly or indirectly employed by the Contractor.

The Contractor shall not change subcontractor(s) and/or DVBE subcontractor(s) if such changes conflict with the work to be performed under this Contract. For DVBE subcontractor changes, the Contractor shall utilize another DVBE subcontractor. The State recognizes that changes to subcontractor(s) may be necessary and in the best interests of the State, however, advance notification of a contemplated change and the reasons for such change must be made to the State no less than seven (7) working days prior to the existing subcontractor's termination. If this should occur, the Contractor should be aware that the State Contract administrator or designee must approve any changes to the subcontractor(s) prior to the termination of the existing subcontractor(s). This also includes any changes made between submittal of the proposal and actual start of the Contract.

Contractor understands and agrees to comply with the requirements set forth in Military and Veterans Code, Section [999](#) et seq. that should award of this contract be based in part on their commitment to use the Disabled Veteran Business Enterprise (DVBE) subcontractor(s) identified in their bid or offer, per Military and Veterans Code, Section [999.5\(f\)](#), a DVBE subcontractor may only be replaced by another DVBE subcontractor and must be approved by both the awarding department and the Department of General Services (DGS) prior to the commencement of any work by the proposed subcontractor. Changes to the scope of work that impact the DVBE subcontractor(s) identified in the bid or offer and approved DVBE substitutions will be documented by contract amendment.

Failure of Contractor to seek substitution and adhere to the DVBE participation level identified in the bid or offer may be cause for contract termination, recovery of damages under rights and remedies due to the State, and penalties as outlined in MVC, Section [999.9](#); Public Contract Code (PCC), Section [10115.10](#).

The State will not compensate the Contractor for any of the Contractor's time or effort to educate or otherwise make the new subcontractor(s) ready to begin work on the contract.

The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to pay or to enforce the payment of any money to any subcontractor. Contractor is solely responsible for any payments to or claims made by subcontractors.

3.3.6.1. BIDDER DECLARATION FORM (M)

The Bidder must complete and submit [ATTACHMENT 7: BIDDER DECLARATION GSPD 05-105](#), with its proposal. When completing the declaration, the Bidder must identify all subcontractors proposed for

participation in the Contract. The Bidder awarded the Contract is contractually obligated to use the subcontractors for the corresponding work identified, unless the Agency/state entity agrees to a substitution and it is incorporated, in writing. If the Bidder is not using subcontractors, the Bidder must still complete [ATTACHMENT 7: BIDDER DECLARATION GSPD 05-105](#) answering the applicable questions on the form, and submit it with its proposal. The form is available at:

<https://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd05-105.pdf>

3.3.7. AMENDMENT

Any Contract executed as a result of this solicitation may be amended consistent with the terms and conditions of the Contract and by mutual consent of both parties, subject to approval by the OSTP.

3.3.8. FINANCIAL RESPONSIBILITY INFORMATION

In order to minimize the potential risk of default due to financial issues, the State reserves the right to request additional documentation throughout the life of the awarded Contract.

The State must be assured that the Contractor continues to have the financial resources to sustain its operations during the term of the Contract.

3.3.9. GENERAL PROVISIONS

The Contract awarded as a result of this solicitation shall automatically incorporate by reference the following:

- Information Technology General Provisions - Cloud (Revised 2/20/2025)
 - <https://www.dgs.ca.gov/%7E/media/Divisions/PD/Acquisitions/Solicitation-Document-Attachments/IT-General-Provisions-Cloud-DGS-PD-402ITGP-Revised-02202025.pdf>
- Information Technology General Provisions - Non-Cloud (Revised 2/20/2025)
 - <https://www.dgs.ca.gov/%7E/media/Divisions/PD/Acquisitions/Solicitation-Document-Attachments/IT-General-Provisions-NonCloud-DGS-PD-403ITGP-Revised-02202025.pdf>

As a condition of submitting a response to this solicitation, the Bidder agrees to abide by all terms and conditions of the solicitation as written. The Bidder is advised that deviations from the State-approved Terms and Conditions may be the basis for rejection of the Bidder's proposal.

The State may consider limited negotiations around its standard terms, including the General Provisions, during the negotiation phase of the solicitation. Any negotiation of the General Provisions shall be limited to those provisions of the General Provisions that explicitly allow for changes by adding terms and conditions to the Statement of Work. Any changes to the State's standard terms, including the General

Provisions, shall be at the sole and absolute discretion of the State.

Per State's Cloud Smart Computing Policy, Agencies/State entities must first consider CDT Managed Cloud Services or CDT approved cloud service offerings. These service options include Software as a Service (SaaS), Platform as a Service (PaaS) and Infrastructure as a Service (IaaS). Refer to [EXHIBIT A: STATEMENT OF WORK, SECTION 8. STATE DATA CENTER OR CONTRACTOR HOSTED FACILITY ENVIRONMENT](#) for specific hosting requirements for this solicitation.

3.3.10. 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, while balancing the risks of these technologies.

Bidder 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](#).

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

Upon notification by a Bidder of GenAI as required, the state reserves the right to incorporate GenAI Special Provisions into the final contract or reject bids 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.

3.3.11. STATEMENT OF WORK

[EXHIBIT A: STATEMENT OF WORK](#) identifies and describes the tasks and responsibilities of the Contractor and the responsibilities of the State during the term of the Contract.

The Bidder is advised that deviations to the SOW may be the basis for rejection of the Bidder's proposal. Refer to Part 2, Bidder Response [EXHIBIT A: STATEMENT OF WORK](#).

3.3.11.1. INSURANCE COVERAGE

In accordance to [SECTION 29. INSURANCE REQUIREMENTS](#), the Contractor must furnish insurance

certificate(s) evidencing required insurance coverage acceptable to the State, including endorsements showing the State as an “additional insured” if required under the Contract. Any required endorsements requested by the State must be separately provided; merely referring to such coverage on the certificates(s) is insufficient for this purpose. When performing work on State-owned or controlled property, Contractor shall provide a waiver of subrogation in favor of the State for its workers’ compensation policy.

The prime Contractor shall agree to furnish the State with satisfactory evidence of insurance within ten (10) calendar days of Contract award.

3.3.11.2. INSURANCE COVERAGE

In accordance to the [EXHIBIT A: STATEMENT OF WORK, SECTION 29. INSURANCE REQUIREMENTS](#), the Contractor must furnish insurance certificate(s) evidencing required insurance coverage acceptable to the State, including endorsements showing the State as an “additional insured” if required under the Contract. Any required endorsements requested by the State must be separately provided; merely referring to such coverage on the certificates(s) is insufficient for this purpose. When performing work on State-owned or controlled property, Contractor shall provide a waiver of subrogation in favor of the State for its workers’ compensation policy.

The prime Contractor shall agree to furnish the State with satisfactory evidence of insurance within ten (10) calendar days of Contract award.

3.3.12. SOCIOECONOMIC PROGRAMS

Bidders who claim any of the socioeconomic program points will be evaluated to determine whether they submitted the required forms, documents, exhibits, attachments and/or the responses necessary to validate their qualification and eligibility for the claimed preference(s). If the State determines that the submitted information is insufficient or that the required documents do not otherwise validate the eligibility for points in any of the claimed programs, then the points for that program will not be added to the Bidder’s final overall proposal score. If the State is able to validate the Bidder’s claim, the qualified preference points will be applied to the Bidder’s final overall proposal score provided that the Bidder’s proposal is not otherwise determined to be non-responsive to any mandatory requirements.

Completed Small Business and Disabled Veteran Business Enterprise certification applications and required support documents must be submitted to the Department of General Services Office of Small Business and DVBE Services (OSDS) no later than 5:00 p.m. on the proposal due date, and the OSDS must be able to approve the application as submitted. Questions regarding certification should be directed to the OSDS at

Office of Small Business and DVBE Services

707 Third Street, 1st Floor, Room 400
West Sacramento, CA 95606
Receptionist: (916) 375-4940 Fax (916) 375-4650

3.3.12.1. BIDDER'S PREFERENCE AND INCENTIVE DECLARATION (M)

The Bidder must complete and submit [ATTACHMENT 8: BIDDING PREFERENCES AND INCENTIVES](#), with its proposal. The Bidder must indicate on [ATTACHMENT 8: BIDDING PREFERENCES AND INCENTIVES](#) whether it is or is not claiming each preference and/or incentive.

3.3.12.2. DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PROGRAM

The Disabled Veteran Business Enterprise (DVBE) Participation Goal Program for State contracts are established in Public Contract Code (PCC), §10115 et seq., Military and Veterans Code (MVC), §999 et seq., and California Code of Regulations (CCR), Title 2, §1896.60 et seq.

Information regarding the DVBE Program Requirements may be viewed at:

<https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Certify-or-Re-apply-as-Small-Business-Disabled-Veteran-Business-Enterprise>

The Bidder who has been certified by California as a DVBE (or who has obtained the participation of subcontractors certified by California as a DVBE) must submit a completed form(s) STD.843 Disabled Veteran Business Declarations for each DVBE. All disabled veteran owners and disabled veteran managers of the DVBE(s) must sign a form for each DVBE and submit as [ATTACHMENT 9: DVBE DECLARATIONS](#).

Please read these requirements carefully. Failure to comply with the minimum DVBE Participation Requirement may be considered non-responsive and may be the basis for rejecting the Bidder's proposal.

3.3.12.2.1. DVBE PARTICIPATION REQUIREMENT (M)

For the purposes of this solicitation, the DVBE Participation Requirement has been waived.

3.3.12.2.2. DVBE INCENTIVE (O)

In accordance with Military and Veterans Code §999.5(a), an incentive will be given to all Bidders who claim DVBE participation. For Contract award evaluation purposes only, the State shall apply the incentive amount based on the amount of DVBE participation obtained.

If the Bidder is claiming a DVBE incentive, the Bidder must complete the following with its proposal for each DVBE:

1. [ATTACHMENT 7: BIDDER DECLARATION GSPD 05-105](#);
2. [ATTACHMENT 8: BIDDING PREFERENCES AND INCENTIVES](#);
3. [ATTACHMENT 9: DVBE DECLARATIONS](#); and,
4. [ATTACHMENT 10: COMMERCIALLY USEFUL FUNCTION \(CUF\) CERTIFICATION](#).

3.3.12.3. SMALL BUSINESS PREFERENCE (O)

The California Government Code §14835 et seq. requires that a five percent (5%) preference be given to Bidders who qualify as a Small Business (SB). The rules and regulations of this law, including the definition of a SB, or qualifying non-small business, are contained in Title 2, California Code of Regulations, §1896 et seq. The definition of nonprofit veteran service agencies qualifying as a SB is contained in §999.50 et seq. of the Military and Veterans Code.

If the Bidder is claiming a Small Business Preference, the Bidder must complete and submit the following with its proposal for each SB:

1. [ATTACHMENT 7: BIDDER DECLARATION GSPD 05-105](#);
2. [ATTACHMENT 8: BIDDING PREFERENCES AND INCENTIVES](#); and,
3. [ATTACHMENT 10: COMMERCIALLY USEFUL FUNCTION \(CUF\) CERTIFICATION](#).

More information regarding the Small Business Preference may be found at:

<https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Certify-or-Re-apply-as-Small-Business-Disabled-Veteran-Business-Enterprise>

3.3.12.4. NON-SMALL BUSINESS SUBCONTRACTOR PREFERENCE (O)

A five percent (5%) proposal preference is available to Bidders who qualify as a non-small business claiming at least 25% California-certified small business subcontractor participation. If claiming the non-small business subcontractor preference, the Bidder's response must include a list of the small businesses with which the firm commits to subcontract in an amount of at least 25% of the net proposal price with one (1) or more California-certified small businesses. Each listed certified small business must perform a "commercially useful function" in the performance of the Contract as defined in Government Code §14838(b)(1)(2).

The preference to a non-small business firm that commits to small business or microbusiness subcontractor participation of 25% of its net proposal price shall be given five percent (5%) of the highest responsive firm's total score. A non-small business that qualifies for this preference, may not take an award away from a certified small business.

If the Bidder is claiming a non-small business using small business subcontractors, the Bidder must complete and submit the following with its proposal for each SB Subcontractor:

1. [ATTACHMENT 7: BIDDER DECLARATION GSPD 05-105](#);
2. [ATTACHMENT 8: BIDDING PREFERENCES AND INCENTIVES](#); and,
3. [ATTACHMENT 10: COMMERCIALLY USEFUL FUNCTION \(CUF\) CERTIFICATION](#).

3.3.12.5. COMMERCIALLY USEFUL FUNCTION (M, IF APPLICABLE)

All certified small business, micro business, and/or DVBE Contractors, subcontractors or suppliers must meet the commercially useful function requirements under Government Code Section 14837 (for SB), Military and Veterans Code Section 999 (for DVBE), and Title II California Code of Regulations, Section 1896.4 and 1896.62.

A Contractor, subcontractor, or supplier will not be considered to perform a commercially useful function if the Contractor's, subcontractor(s), or supplier's role is limited to that of an extra participant in the transaction, the awarded Contract, or project through which funds are passed to obtain the appearance of small business or micro business participation.

The Bidder must complete [ATTACHMENT 10: COMMERCIALLY USEFUL FUNCTION \(CUF\) CERTIFICATION](#) for each Small Business and/or DVBE (prime and/or subcontractor(s)). All Bidders and subcontractors identified in the proposal response to fulfill the requirements for one (1) or more of the socio-economic programs (DVBE and small business) must perform a commercially useful function (CUF) in the resulting Contract. CUF is defined pursuant to Military and Veterans Code §999(b)(5)(B) and Government Code §14837(d)(4)(A) for the DVBE and small business programs, respectively.

Bidder(s) may be required to submit additional written clarifying information regarding CUF on [ATTACHMENT 10: COMMERCIALLY USEFUL FUNCTION \(CUF\) CERTIFICATION](#). Failure to submit the requested written information as specified may be the basis for rejection of the Bidder's proposal.

3.3.12.6. TARGET AREA CONTRACT PREFERENCE ACT (TACPA) (O)

Target Area Contract Preference Act (TACPA) will be granted to California-based firms in accordance with Government Code §4530 whenever contracts for goods or services are in excess of \$100,000 and the Bidder meets certain requirements as defined in the California Administrative Code (Title 2, §1896.30 et seq.) regarding labor needed to produce the goods or provide the services being procured. The TACPA is optional on the part of the Bidder (not mandatory), is for proposal evaluation purposes only, and does not alter the amount of the awarded Contract.

Bidders wishing to take advantage of this preference will need to review the website below and submit the required applications/forms listed with its proposal as [ATTACHMENT 11: TACPA PREFERENCE REQUEST FORMS](#). The Bidder's proposal may omit these if there is no intention to claim this preference.

The required applications/forms are as follows:

- TACPA (Std. 830)
- Bidder's Summary of Contract Activities and Labor Hours (DGS/PD 525)
- Manufacturer Summary of Contract Activities and Labor Hours (DGS/PD 526).

<https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Request-Target-Area-Contract-Preference?search=tacpa>

3.4. INTERVIEWS (MS)

The State may invite the top three (3) qualified Bidders passing the administrative, qualification and solution requirements to an interview.

All interview questions will be directed to its proposed Key Staff only. The State requires all proposed Key Staff identified in the proposal to be present and participate in the interview. The purpose of the interviews will be to evaluate the proposed Key Staff's experience and their interpersonal and communication skills.

The State considers the quality of the Key Staff's answers to the interview questions to be indicative of the work that will be expected under the resulting contract. Refer to [SECTION 6. EVALUATION](#) for details on how the interviews will be scored as part of the overall evaluation.

In preparing for the interview, the Key Staff should be able to provide responses that encompass a structured format that clearly lays out the context, your responsibilities, your actions, and the results.

4. COST

Cost is a primary evaluation criterion weighted at 40% of the total points.

This section contains the mandatory scored cost requirements that must be met in order to be considered responsive to this solicitation. All proposed costs for all line items must be all-inclusive, thereby including the cost of any and all services required in this solicitation.

The intent is to structure the cost format in order to facilitate a straightforward comparison among all Bidders and foster competition to obtain the best cost. Therefore, the Bidder is advised that failure to comply with the instructions, such as submission of an incomplete proposal, use of alternative cost structures or different formats than the one required, may be the basis for rejection of the Bidder's proposal.

It is imperative that no cost information be included in the body of the proposal. Cost information must only be submitted in the Bidder's Volume 2, Cost in accordance with [SECTION 5. PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS](#).

4.1. COST WORKBOOK (MS)

The Bidder must submit a completed [EXHIBIT C: COST WORKBOOK](#) separately in Volume 2, as part of their response, in accordance with the requirements specified in this section and exhibit.

Services, features, equipment, and costs included in [EXHIBIT C: COST WORKBOOK](#) are those that the Bidder must provide for the term of the Contract as identified in the [EXHIBIT A: STATEMENT OF WORK](#), which includes all optional years.

4.2. COST WORKBOOK INSTRUCTIONS

The cost workbook includes multiple cost worksheets that must be completed by the Bidder and submitted with its Final Cost Proposal to be considered responsive. The cost workbook lists all cost elements required.

The Bidder is required to enter all cost data in the format prescribed by the cost workbook, even if there are no costs for the item indicated on the worksheet(s). In these instances the Bidder must indicate the cost as a zero (\$0). In addition, if any character other than a numeral is used (e.g., a dash), the State will assume the cost of the item to be zero (\$0). Items submitted with no price will be considered as offered at no cost. Costs cannot exceed two (2) decimal places.

The Bidder's completed Cost Workbook must be submitted separately with its proposal no later than the date and time identified in [SECTION 2.3. KEY ACTION DATES](#) to be considered responsive. The Cost Workbook shall list all cost elements required to implement, maintain, and operate the proposed services in support of the Salesforce M&O Support.

See [SECTION 5.3. DELIVERY OF SUBMITTALS](#) for details surrounding the Cost Workbook submission.

Unless specified, all other fields must not be modified. If the cost workbook is modified or cells are left blank, the State may be considered non-responsive and may be the basis for rejecting the Bidder's proposal. The cost workbook must be filled out completely or the State may be considered non-responsive and may be the basis for rejecting the Bidder's proposal.

The State has populated some of the cells with formulas. However, it is the responsibility of the Bidder to ensure worksheets and calculations are correct and accurate. The State will not assume responsibility for any cost figures that do not calculate properly. Cells highlighted in yellow, indicate the cells in which the Bidders must enter their cost.

A detailed description of each worksheet is provided in the [EXHIBIT C: COST WORKBOOK](#).

- Tab 1: Instructions
- Tab 2: Summary Cost

- Tab 3: M&O Services
- Tab 4: Hourly Rates
- Tab 5: Current Salesforce (SF) License Count
- Tab 6: Expanded Salesforce (SF) License Count
- Tab 7: Reduced Salesforce (SF) License Count
- Tab 8: System Improvement Activities

Refer to the [EXHIBIT C: COST WORKBOOK](#) for additional Cost Workbook instructions.

4.3. SALES TAX

Sales tax is not to be included in [EXHIBIT C: COST WORKBOOK](#). If awarded the Contract, sales tax, if applicable, should be added at time of invoicing. The sales tax rate applied should be based on the rate of the area where the service is to be provided. See California Department of Tax and Fee Administration Regulation 1502 (f) (1) (D).

5. PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS

These instructions identify the mandatory proposal format and the approach for the development and presentation of proposals. The format instructions must be followed, all requirements and questions in the solicitation must be completed, and all requested data must be supplied. The Bidder shall carefully examine the solicitation and be satisfied with the compliance conditions prior to submittal.

Bidder shall upload an electronic copy of its proposal, including the Cost Workbook, as specified in [SECTION 5.4. PROPOSAL FORMAT AND CONTENT](#). It is important that Bidder's electronic files that comprise its proposal are clearly labeled, or they may be considered non-responsive and may be the basis for rejecting the Bidder's proposal.

The State will not be liable for any costs incurred by any Bidder in responding to this solicitation, regardless of whether the State awards the Contract through this process, decides not to move forward with the project, cancels this solicitation for any reason, or Contracts for the project through other processes or by issuing another solicitation.

5.1. PREPARATION

Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this solicitation document. High-definition graphics, multi-colored content, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the solicitation document instructions, responsiveness to the solicitation document requirements, and completeness and clarity of content.

5.2. COMPLETION OF PROPOSALS

Proposals must be completed in all respects as required. A proposal may be rejected if it is conditional, includes assumptions, includes exceptions that conflict with requirements or the intent of the effort, includes modifications to requirements, or if it contains any alterations of form or other irregularities of any kind. A proposal may be considered non-responsive and may be the basis for rejecting the Bidder's proposal if any such defect or irregularity from the solicitation document requirements. The proposal must contain all costs as required in [SECTION 4. COST](#) and [SECTION 5. PROPOSAL FORMAT AND SUBMISSION REQUIREMENTS](#).

5.3. DELIVERY OF SUBMITTALS

The Bidder must email the Procurement Officer by the due date specified in [SECTION 2.3. KEY ACTION DATES](#), no more than two (2) contacts who will have access to the State's file sharing site to electronically upload Bidder's proposal. Once provided, an invitation to the State's file sharing site will be sent to those individuals. It is the Bidder's responsibility to confirm receipt of the invitation with the Procurement Officer.

A separate file location will be created for each Bidder accessible only to the Bidder Contact(s).

The file sharing site does not allow access from outside the Continental United States.

It is highly recommended that Bidders upload a test MS Word, MS Excel, and PDF file to each folder at least five (5) calendar days prior to the due date to test access to the State's file sharing site. Upon successful upload, notify the Procurement Officer and the test file will be deleted. It is the Bidder's responsibility to gain access to the file-sharing site to submit their proposal.

The file sharing site will provide a primary folder for each Bidder to submit their proposal. Each Bidder's folder will contain subfolders: Volume 1, Volume 2.

The Bidder contacts will be required to upload a complete copy of the Bidder's proposal to the appropriate folders.

If a Bidder fails to request access to the file sharing site by the due date specified in the Key Action Dates, the State cannot guarantee access to the site prior to the proposal submittal due date and no other submissions outside of the file sharing site will be considered.

COST:

- The Bidder Contacts will be required to upload a complete copy of the Bidder's [EXHIBIT C: COST WORKBOOK](#) in the appropriate cost folder.
- The Bidder's [EXHIBIT C: COST WORKBOOK](#) file shall be titled with the [Bidder's Name] and

Project Name - *[EDD Salesforce M&O Support 3475 - [EXHIBIT C: COST WORKBOOK](#)]*, and deposited in the folder labeled "Volume 2".

- The Bidder's Cost Workbook shall be in MS Excel format (version 2019 or higher).
- Prior to submission, Bidders MUST apply an encryption password to the Cost Workbook.
- The Bidder will be required to email the encryption password to the Procurement Officer and Secondary Procurement Officer at the same time the Bidder uploads their cost workbook.

If a file is uploaded in error to a file sharing site folder, the Bidder may submit a request by email to the Procurement Officer prior to the last day to submit responses. **Do not upload compressed files (.zip files) onto the file sharing site.**

Proposals must be received no later than the date and time specified in [SECTION 2.3. KEY ACTION DATES](#). Late receipt of a proposal may be considered non-responsive and may be the basis for rejecting the Bidder's proposal.

5.4. PROPOSAL FORMAT AND CONTENT

It is the Bidder's responsibility to ensure its proposal is submitted in a manner that enables the State to easily locate all response descriptions, Attachments, and Exhibits for each requirement of this solicitation. Page numbers should be in the same position throughout the proposal. Figures, tables, charts, etc., should be assigned index numbers and should be referenced by these numbers in the text and in the Table of Contents. Figures, tables, charts, etc., should be placed as close to text references as possible. The proposal should be organized to identify the Attachments/Exhibits.

1. Show the following on each page of the proposal:
 - a. Solicitation #
 - b. Name of Bidder
 - c. Attachment/Exhibit Number
 - d. Page number (Page # of ##)
2. Response components shall be submitted electronically using the Century Gothic typeface no smaller than twelve (12) points, with headers/footers and table/figures no smaller than ten (10) point font.
3. Documents must be formatted to fit, if printed, on 8.5" x 11" letter-size paper and have a perimeter margin no less than one-half inch (0.5").
4. Electronic copies of the proposal must be in Microsoft Office version 2019 or higher (e.g., MS Word, MS Excel, MS Visio, etc.). The Bidder may include a PDF version of its proposal; however, the Bidder must ensure PDF versions are identical in content and pagination. **The content of all PDF files must be searchable.**
5. PDF versions of documents shall be used for those submissions of the proposal that require signature.

6. The Bidder must ensure that no cost information of any type is included outside of the Cost Workbook. The inclusion of cost in any part of the proposal, except for Volume 2, may be the basis for rejection of the Bidder's proposal.
7. Bidders must ensure their proposal is submitted in the applicable SharePoint folders.
8. As stated in [SECTION 2.4.5. CONFIDENTIALITY](#), proposals marked "confidential" or "proprietary" may exclude the Bidder from consideration for award.

5.4.1. VOLUME 1: RESPONSE TO PROPOSAL REQUIREMENTS

Volume 1 submission must contain the following in this order:

1. Table of Contents.
2. [ATTACHMENT 2: INTENT TO BID](#)
3. [ATTACHMENT 3: FOLLOW-ON CONTRACT DISCLOSURE FORM](#)
4. [ATTACHMENT 4: COVER LETTER FORM](#)
5. [ATTACHMENT 5: RESPONSE TO ADMINISTRATIVE REQUIREMENTS](#)
6. [ATTACHMENT 6: CONFIDENTIALITY STATEMENT](#)
7. [ATTACHMENT 7: BIDDER DECLARATION GSPD 05-105](#)
8. [ATTACHMENT 8: BIDDING PREFERENCES AND INCENTIVES](#)
9. [ATTACHMENT 9: DVBE DECLARATIONS](#) (if applicable)
10. [ATTACHMENT 10: COMMERCIALLY USEFUL FUNCTION \(CUF\) CERTIFICATION](#) (if applicable)
11. [ATTACHMENT 11: TACPA PREFERENCE REQUEST FORMS](#) (if applicable)
12. [ATTACHMENT 13: BIDDER QUALIFICATIONS FORM](#)
13. [ATTACHMENT 14: BIDDER REFERENCE FORM](#)
14. [ATTACHMENT 15.1: ENGAGEMENT MANAGER - QUALIFICATIONS FORM](#)
15. [ATTACHMENT 15.2: ENGAGEMENT MANAGER - REFERENCE FORM](#)
16. [ATTACHMENT 15.3: PROJECT MANAGER - QUALIFICATIONS FORM](#)
17. [ATTACHMENT 15.4: PROJECT MANAGER - REFERENCE FORM](#)
18. [ATTACHMENT 15.5: TECHNICAL LEAD - QUALIFICATIONS FORM](#)
19. [ATTACHMENT 15.6: TECHNICAL LEAD - REFERENCE FORM](#)
20. [ATTACHMENT 16: NARRATIVE RESPONSE](#)

5.4.2. VOLUME 2: COST

This volume must contain: [EXHIBIT C: COST WORKBOOK](#).

6. EVALUATION

This section details the evaluation process and scoring procedures the State will follow when evaluating proposals submitted in response to this solicitation. The evaluation process is a multi-step review of each

Bidder's proposal to determine that it is responsive, and provides a "value effective" solution to the State. The value effective proposal is the proposal that best meets all requirements set forth in this solicitation and any State negotiated items.

The State reserves the right to modify or cancel this procurement in its entirety or in part at any time.

6.1. EVALUATION TEAM

This procurement is being conducted under the guidance of a Procurement Officer from CDT OSTP (refer to [SECTION 2.2.1. PROCUREMENT OFFICERS](#)). The Procurement Officer will serve as the Bidder's point of contact for questions and clarification, and will identify the rules governing this procurement.

The State will establish an evaluation team consisting of EDD State employees only, including management and staff, to review and evaluate proposals. The State Procurement Officer will provide guidance and oversight to the evaluation team. The State may engage additional qualified individuals or subject matter experts (SME) during the evaluation process to assist the State in gaining a better understanding of technical, financial, legal, contractual, or program issues. These individuals/SME do not have voting privileges or responsibility for the evaluation process and will serve solely in an advisory capacity.

6.2. PROPOSAL EVALUATION

This section identifies how the State will evaluate and award points for each proposal in a manner that preserves the integrity of the competitive procurement process.

Proposals will be based on compliance with all requirements, with points allocated sixty percent (60%) for scored administrative, qualifications, and solution requirements. The remaining forty percent (40%) will be allocated for Cost. The evaluation methodology and distribution and allocation of maximum points possible for each proposal component is provided in Table 6.2-1: Evaluation Scoring and Point Distribution.

Proposals will be evaluated using a combination of mandatory Pass/Fail and numerically scored criteria. All Bidders should read this section carefully to understand how points and scores are assigned.

A proposal may be rejected if it is conditional or incomplete, contradicts the requirements, contains alterations of any form, or contains other irregularities of any kind, including alterations to any terms and conditions.

Evaluation scoring will be made by consensus of the Evaluation Team members.

There are one thousand (1,000.00) points available (600.00 non-cost points, and 400.00 cost points), excluding preferences and incentives. All point calculations will be rounded to the nearest hundredth (two

(2) decimal places).

Table 6.2-1: Evaluation Scoring and Point Distribution

REQUIREMENT	SCORING ELEMENT	SCORING METHOD	MAX SCORE
NON-COST EVALUATION (max. 600 points)			
Administrative Requirements	Mandatory	Pass/Fail	N/A
Bidder Qualifications	Mandatory	Pass/Fail	N/A
Bidder Qualifications	Desirable	Scored	5.00
Bidder Reference	Mandatory	Scored	24.00
Requirements for Seven (7) Proposed Key Staff Qualifications	Mandatory	Pass/Fail	N/A
1. Engagement Manager	Desirable	Scored	20.00
2. Project Manager #1	Desirable	Scored	15.00
3. Project Manager #2	Desirable	Scored	15.00
4. Project Manager #3	Desirable	Scored	15.00
5. Technical Lead #1	Desirable	Scored	15.00
6. Technical Lead #2	Desirable	Scored	15.00
7. Technical Lead #3	Desirable	Scored	15.00
Engagement Manager Key Staff Reference Forms	Mandatory	Pass/Fail	N/A
Project Manager Key Staff Reference Forms	Mandatory	Pass/Fail	N/A
Technical Lead Key Staff Reference Forms	Mandatory	Pass/Fail	N/A

Narrative Responses	Mandatory	Scored	411.00
Functional & Non-Functional Requirements	Mandatory	Pass/Fail	N/A
System Improvement Requirements Backlog	Mandatory	Pass/Fail	N/A
Interviews	Mandatory	Scored	50.00
COST EVALUATION (max. 400 points)			
Cost Evaluation	Mandatory	Scored	400.00
MAXIMUM TOTAL POINTS AVAILABLE (WITHOUT PREFERENCE AND INCENTIVE POINTS APPLIED)			1,000.00

6.2.1. ERRORS IN THE FINAL PROPOSAL

An error in the proposal may cause the rejection of that proposal. However, the State may at its sole option retain the proposal and make certain corrections. In determining if a correction will be made, the State will consider the conformance of the proposal to the format and content required by the solicitation, and any unusual complexity of the format and content required by the solicitation. If appropriate, errors may be corrected in accordance with the following:

1. If the Bidder's intent is clearly established based on review of the complete proposal submittal, the State may at its sole option correct an error based on that established intent.
2. If the State discovers obvious clerical or arithmetic errors, the State may, at its sole option, correct such errors. If the mathematical correction results in significant changes to the Bidder's response, the State will provide the Bidder the opportunity to validate the resulting correction.
3. It is essential that Bidders carefully review the cost elements in their proposals since they may not be provided the opportunity to correct errors after submission.
4. In the event an ambiguity or discrepancy between any of the State's solicitation documents, is detected after review of the bids, the State reserves the right to seek clarification and acceptance from the Bidder.
5. The Bidder is required to thoroughly review the solicitation to ensure that its proposal is fully responsive with the solicitation requirements and thereby avoid the possibility of being ruled non-responsive. It is the Bidder's responsibility to utilize the question and answer process to clarify any ambiguities in the solicitation requirements to ensure that the Bidder is submitting a responsive proposal.
6. At the State's sole discretion, it may declare all proposals to be Draft Proposals. Bidders may not protest the State's determination of all Proposals being declared Draft Proposals. If all proposals are declared to be Draft Proposals, the State may issue an addendum to this solicitation. Should this occur, confidential discussions may be held with Bidders that wish to remain under

consideration. Each Bidder will be notified of the due date for the submission of a new Proposal to the State. This submission must conform to the requirements of the original RFP or as modified by an addendum. The new proposals will be evaluated as required by [SECTION 6. EVALUATION](#).

6.2.1.1. BIDDER RESPONSE CLARIFICATION

The State may request that a Bidder clarify any area of their response that the State determines to be unclear. The State may also request clarification for areas that may render the proposal non-responsive to the requirements and provide Bidders the opportunity to resubmit a responsive proposal by the date and time specified by the State. However, if the Bidder does not resubmit a responsive proposal to the areas identified by the date and time specified by the State, the Bidder's proposal will be rendered non-responsive, and ineligible to proceed to the next phase of the solicitation process. Clarifications may be requested via writing or confidential discussion.

6.2.2. VALIDATION AGAINST REQUIREMENTS

The State will review each proposal in detail to determine its compliance with the solicitation requirements. The State reserves the right to use multiple means to validate and determine the Bidder's response to a requirement. This may be through details in its description and/or supporting documentation provided or material that is publicly available, that may either support or contradict the Bidder's claim of intended compliance.

During the proposal evaluation, the State may request the Bidder to clarify any area of the proposal that the State determines to be unclear in accordance with [SECTION 6. EVALUATION](#).

If a Bidder's proposal fails to meet a mandatory requirement, it will be considered non-responsive.

6.3. ADMINISTRATIVE EVALUATION

All [SECTION 3.3. ADMINISTRATIVE REQUIREMENTS](#) labeled with (M) are mandatory, whereas Administrative Requirements labeled with (O) are optional. Bidders are not required to respond to optional requirements. Review of the proposals will begin with ensuring that the Bidder has responded to all mandatory Administrative Requirements. Unless otherwise required, e-Signatures or copies of an original signature are acceptable.

Administrative Requirements will be evaluated as a Pass/Fail. If a Proposal fails to meet any mandatory requirement specified in [SECTION 3.3. ADMINISTRATIVE REQUIREMENTS](#), it may be considered non-responsive and may be the basis for rejecting the Bidder's proposal.

6.4. QUALIFICATION EVALUATION

All [SECTION 3.1. QUALIFICATION REQUIREMENTS](#) labeled with (M) and (MS), are mandatory, whereas Qualification Requirements labeled with (DS) are optional. Bidders are not required to respond to optional requirements. Review of the proposals will begin with ensuring that the Bidder has responded to all mandatory Qualification Requirements.

Qualification Requirements will be evaluated as a Pass/Fail and, if applicable, points will be awarded. If a proposal fails to meet any mandatory requirement specified in [SECTION 3.1. QUALIFICATION REQUIREMENTS](#), it may be considered non-responsive and may be the basis for rejecting the Bidder's proposal.

6.4.1. BIDDER QUALIFICATIONS EVALUATION

The State will evaluate Bidder qualifications using the information contained in the completed [ATTACHMENT 13: BIDDER QUALIFICATIONS FORM](#). Descriptions of experience must be clear, concise, and apply directly to the requirements.

To aid the State in evaluating Bidder qualifications, the Bidder should use a MM/DD/YYYY format when indicating project start and end dates. If a Bidder submits a proposal using any other date format, the State will count only the whole months or years between the start and end dates specified. For example, Bidder "A" cites start and end dates for a project as 01/01/2020 and 12/31/2021. The Bidder or Key Staff member would only be credited with 24 months of experience.

If a project end date is ongoing or exceeds the proposal due date, then the Bidder will receive credit for only the experience acquired up to the proposal due date specified in [SECTION 2.3. KEY ACTION DATES](#). In this instance, Bidders are instructed to use the proposal due date as the end date of ongoing projects.

If the number of years and months for a project was not indicated on the Bidder Qualification form "Experience gained on this cited Project" and the Bidder checked "yes" to meeting the total experience on the project cited, then the Bidder will only receive experience credit for the minimum number of years required for that requirement **OR** will receive the number of years indicated on the start/end date of the Bidder Qualification form, whichever is less.

Bidders that do not complete and submit all required Bidder qualification forms with their proposal may be considered non-responsive and may be the basis for rejecting the Bidder's proposal.

6.4.2. BIDDER REFERENCES EVALUATION

The State will evaluate the Bidder's references using the information provided in each [ATTACHMENT 14:](#)

BIDDER REFERENCE FORM.

Bidders that do not return the required reference forms may be considered non-responsive and may be the basis for rejecting the Bidder's proposal.

Reference scores will be calculated by totaling the Satisfaction Ratings from each reference form submitted. The aggregate rating for all reference forms submitted will be divided by the number of reference forms submitted to determine the Bidder's average rating score. For example, if two (2) references are submitted with total rating scores of 24 and 24 from two (2) projects, the aggregate rating scores equal 48. The aggregate score (48) will be divided by the number of reference forms submitted (2) to determine the final rating of 24.00 points. This figure will be rounded to the nearest whole number to determine the Bidder's final evaluated total score for Bidder References.

References that have a rating of "unsatisfactory" for ANY question or if a question is not answered, will result in that reference form having a 0 score for that reference form.

If the State wishes to validate the claimed information and experience listed on a Bidder Reference Form, the State will make two (2) attempts via email or phone to the reference contact identified on the Bidder Reference Form. The Bidder should ensure that its Bidder Reference Form contacts are available for validation during the evaluation period identified in [SECTION 2.3. KEY ACTION DATES](#).

If the State has not received a response from the reference contact after the first contact attempt, a second attempt will be made. If no response is received after the second contact attempt, the State will seek assistance from the Bidder requesting the reference to respond to the State within forty-eight (48) hours of the second contact attempt.

If the State remains unable to contact the reference, the Bidder's proposal may be considered non-responsive and may be the basis for rejecting the Bidder's proposal for failure to provide a verifiable reference.

6.4.3. KEY STAFF QUALIFICATIONS EVALUATION

The State will evaluate Key Staff Qualifications and experience using the information contained in the Bidder's Key Staff qualification forms.

To aid the State in evaluating Key Staff qualifications, the Bidder should use a MM/DD/YYYY format when indicating project start and end dates on the Key Staff Qualification forms. If a Bidder submits a response using any other date format, the State will count only the whole months or years between the start and end dates specified.

If a project end date is ongoing or exceeds the proposal due date, then the Key Staff member will receive

credit for only the experience acquired up to the proposal due date, as shown on [SECTION 2.3. KEY ACTION DATES](#).

Concurrent project timeframes (overlapping dates) will only count once for calculating the number of years and months of qualification experience for Key Staff.

Bidders that fail to submit a completed Key Staff Qualification form together with all required completed corresponding Key Staff reference forms may be considered non-responsive and may be the basis for rejecting the Bidder's proposal.

For each Key Staff, the Evaluation Team will first evaluate each completed Key Staff Qualifications Form for compliance with the instructions specified in [SECTION 3.1.3. KEY STAFF QUALIFICATIONS \(M\)\(DS\)](#) and on [ATTACHMENT 15: KEY STAFF QUALIFICATIONS FORM – INSTRUCTIONS](#). The State will evaluate Key Staff experience and award points as applicable using the Bidder's response to the mandatory and desirable requirements.

If the State is unable to validate that the information supplied qualifies for any desirable scored experience points, no points will be awarded for such experience.

6.4.4. KEY STAFF REFERENCES EVALUATION

The Bidder must complete and submit as part of its proposal a Key Staff Reference Form for each of the projects cited on the corresponding Key Staff Qualifications Form.

Each Key Staff reference form must be from a reference contact who performed a management or supervisory role on the cited project.

All Key Staff Reference Forms must be returned with the proposal response. Proposals that do not include the required Key Staff reference forms may be considered non-responsive and may be the basis for rejecting the Bidder's proposal.

The Evaluation Team will validate claimed Key Staff experience specified in the Key Staff Qualification Forms using the corresponding Key Staff Reference Form for each project cited to meet the mandatory (M) experience and if applicable, Desirable Scored (DS) experience. If the State is unable to validate the claimed experience meets the (M) requirement, the response may be considered non-responsive and may be the basis for rejecting the Bidder's proposal. If the State is unable to validate the claimed experience meets the Desirable Scored (DS) experience, points will not be awarded.

References that are returned with an unsatisfactory rating for any question or a question is not answered may, at the State's discretion, be considered non-responsive and may be the basis for rejecting the Bidder's proposal.

If the State validates a Key Staff qualification, the State will make two (2) attempts to the reference contact identified on the Key Staff Reference Form to validate the claimed information and experience. The Bidder should ensure that its Reference Form contacts are available for validation during the evaluation period identified in [SECTION 2.3. KEY ACTION DATES](#). Reference Contacts listed on the Reference Forms must be the same contact person listed on each Bidder Qualification Form.

If the State has not received a response from the reference contact after the first contact attempt, a second attempt will be made. If no response is received after the second contact attempt, the State will seek assistance from the Bidder requesting the reference to respond to the State within forty-eight (48) hours of the second contact attempt.

If the State remains unable to contact the reference, the Bidder's proposal may be considered non-responsive and may be the basis for rejecting the Bidder's proposal for failure to provide a verifiable reference.

6.5. SOLUTION REQUIREMENTS EVALUATION

All [SECTION 3.1.5. SOLUTION REQUIREMENTS](#) labeled with (M) and (MS) are mandatory. Review of the proposals will begin with ensuring that the Bidder has responded to all mandatory Solution Requirements.

Solution Requirements will be evaluated as a Pass/Fail and, if applicable, points will be awarded. If a proposal fails to meet any mandatory requirement specified in [SECTION 3.1.5. SOLUTION REQUIREMENTS](#), it may be considered non-responsive and may be the basis for rejecting the Bidder's proposal.

6.5.1. FUNCTIONAL AND NON-FUNCTIONAL EVALUATION

The functional and non-functional requirements identified in [EXHIBIT B: FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS](#) consist of mandatory (M) requirements. The Bidder must provide complete responses to each requirement, as described in [SECTION 3.1.5.1. FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS \(M\)](#).

The evaluation team will evaluate each functional and non-functional requirement as a pass or fail. A blank or "No" answer in response to any (M) requirement may deem the Bidder non-responsive and may be the basis for rejection of the Bidder's proposal.

6.5.1.1. SYSTEM IMPROVEMENT REQUIREMENTS BACKLOG EVALUATION

The functional and non-functional requirements identified in [EXHIBIT B1: BACKLOG](#) consist of mandatory (M) requirements. The Bidder must provide complete responses to each requirement, as described in

SECTION 3.1.5.1.1. SYSTEM IMPROVEMENT REQUIREMENTS BACKLOG (M).

The evaluation team will evaluate each functional and non-functional requirement as a pass or fail. A blank or “No” answer in response to any (M) requirement may deem the Bidder non-responsive and may be the basis for rejection of the Bidder’s proposal.

6.5.2. NARRATIVE RESPONSE(S) EVALUATION

ATTACHMENT 16: NARRATIVE RESPONSE must be submitted in the format specified within it and points will be awarded for the Narrative as detailed in Table 6.5.2-1: Narrative Scoring Criteria. Points will be awarded based on percentages of the total possible points for each Narrative Requirement.

Table 6.5.2-1: Narrative Scoring Criteria

SCORING CRITERIA	RATING	PERCENTAGE OF POINTS POSSIBLE
All areas of the Narrative requirements are fully addressed. The bidder included in their response: • Explanation of responsibilities and/or objective(s) in the situation. • A detailed description of the steps and strategies the bidder used to address the situation. • Risks and challenges in addressing the situation. • Impacts and lessons learned, if any.	Excellent	100%
All areas of the Narrative requirements are addressed. The bidder did not include all the following in their response: • Explanation of responsibilities and/or objective(s) in the situation. • A detailed description of the steps and strategies the bidder used to address the situation. • Risks and challenges in addressing the situation. • Impacts and lessons learned, if any.	Acceptable	70%
Did not address all areas of the Narrative requirements. The bidder included one (1) or two (2) of the following in	Inadequate	30%

their responses: • Explanation of responsibilities and/or objective(s) in the situation. • A detailed description of the steps and strategies the bidder used to address the situation. • Risks and challenges in addressing the situation. • Impacts and lessons learned, if any. The response was not detailed and hard to follow.		
The response fails to address the Narrative requirements. The Bidder has either not included a response to the requirement or demonstrates a lack of understanding of the Narrative requirements. The omission(s), flaw(s), or defect(s) are significant.	Deficient	0%

Any narrative response receiving zero (0) points will not result in the proposal being deemed non-responsive.

6.6. INTERVIEW EVALUATION

The State has allowed ten (10) days for this purpose and the proposed key staff should avail themselves to participate on the dates indicated in [SECTION 2.3. KEY ACTION DATES](#).

If a Bidder fails the Administrative Requirements or receives a Fail for any of the Technical Evaluation requirements, they shall be deemed non-responsive and disqualified from any further consideration.

If conducted, interview questions will be directed to the seven (7) proposed key staff. The Bidder is not part of the interview process unless the Bidder and the proposed key staff are one and the same person. The State has the option to interview all proposed key staff or a subset of the proposed key staff. The Bidder must ensure its key staff are present and participate in the interview. The proposed key staff must participate in the interviews when required by the State. If any of the proposed key staff cannot participate in interviews, the Bidder may be deemed non-responsive.

Interview questions will be provided at the beginning of each proposed key staff interview. The responses to the proposed key staff interview questions will be scored using the criteria specified in Table 6.6.2 below.

Scoring:

Responses to the interview questions will be based on the consensus of the State's evaluation team. The maximum points allocated for interviews is 50.

The following table shows the maximum points each key staff person may achieve:

Table 6.6.1 Proposed Key Staff Scoring

Role	Points	Notes
Engagement Manager	5	2 questions with 2.5 points each
Technical Lead 1	9	3 questions with 3 points for each question
Technical Lead 2	9	3 questions with 3 points for each question
Technical Lead 3	9	3 questions with 3 points for each question
Project Manager 1	6	3 questions with 2 points for each question
Project Manager 2	6	3 questions with 2 points for each question
Project Manager 3	6	3 questions with 2 points for each question
Total Possible Points	50	

If a key staff member is unavailable, they will receive zero points for their individual score.

Responses will be scored using rating criteria below for each question asked of each Key Staff member.

Table 6.6.2 Proposed Key Staff Interview Question Scoring Criteria

SCORING CRITERIA	RATING	PERCENTAGE OF POINTS POSSIBLE
All areas of the question are fully addressed. The proposed key staff included in their response: 1. Explanation of their responsibilities and/or objective in the situation. 2. Details of the steps, skills, and strategies used to address the situation. 3. Challenges, if any, and strategies used to address them.	Excellent	100%

SCORING CRITERIA	RATING	PERCENTAGE OF POINTS POSSIBLE
4. Outcomes and impacts. Response was detailed and clear. Response included recent and relevant examples from experience.		
All areas of the question are fully addressed. The proposed key staff did not include all of the following in their response: 1. Explanation of their responsibilities and/or objective in the situation. 2. Details of the steps, skills, and strategies used to address the situation. 3. Challenges, if any, and strategies used to address them. 4. Outcomes and impacts. Response was detailed but hard to follow. Response included examples from experience that were not relevant.	Good	75%
Did not address all areas of the question. The proposed key staff included two (2) of the following in their response: 1. Explanation of their responsibilities and/or objective in the situation. 2. Details of the steps, skills, and strategies used to address the situation. 3. Challenges, if any, and strategies used to address them. 4. Outcomes and impacts.	Fair	50%

SCORING CRITERIA	RATING	PERCENTAGE OF POINTS POSSIBLE
Response was not detailed or was hard to follow. Response included examples that were not recent or relevant.		
Did not address all areas of the question. The proposed key staff included one (1) or two (2) of the following in their response: 1. Explanation of their responsibilities and/or objective in the situation. 2. Details of the steps, skills, and strategies used to address the situation. 3. Challenges, if any, and strategies used to address them. 4. Outcomes and impacts. Response was not detailed and hard to follow. Response did not include examples.	Poor	25%
Response did not address the question, was unclear, and not relevant.	No Value	0%

6.7. COST EVALUATION

After [SECTION 3. PROPOSAL REQUIREMENTS](#) have been evaluated, the evaluation team will evaluate the cost workbook (Bidder's response to Volume 2) for those Bidders whose proposals have been deemed responsive. If a Bidder is determined non-responsive, its cost workbook will remain unopened.

If a Bidder's cost workbook fails to meet the password protection requirement, the State may be considered non-responsive and may be the basis for rejecting the Bidder's proposal.

The Total Cost points are weighted at forty percent (40%) of the maximum available points for this solicitation.

All proposed costs for all line items must be all-inclusive, thereby including the cost of any and all

associated services and deliverables required in this solicitation to implement and maintain the full solution through the term of the Agreement.

The intent is to structure the pricing format to facilitate a straightforward comparison among all Cost submissions and foster competition to obtain the best market pricing. Consequently, EDD requires that each Bidder’s cost information be in the format identified in [EXHIBIT C: COST WORKBOOK](#). Bidders are advised that failure to comply with the instructions listed, such as submission of incomplete proposals or use of alternative pricing structures or different formats than the one requested, may result in the rejection of Bidder’s proposal.

Any elements not specifically priced or identified in the Bidder’s Cost Workbook, or those that are identified after Contract Award as necessary to meet the requirements of this solicitation, will be at no additional cost to the State.

NOTE: It is imperative that no cost information be included anywhere outside of [EXHIBIT C: COST WORKBOOK](#) may be considered non-responsive and may be the basis for rejecting the Bidder's proposal.

6.7.1. COST SCORE CALCULATION

All cost worksheets will be validated to verify completeness and mathematical accuracy. If appropriate, errors will be corrected in accordance with [SECTION 6.2.1. ERRORS IN THE FINAL PROPOSAL](#). After costs have been verified for accuracy, the Bidder with the lowest proposed Total Cost will receive the maximum score of four hundred (400) points. All other Bidders will receive a proportionally lower score using the ratio of the lowest proposed Total Cost to the Bidder’s proposed Total Cost applied to the maximum of 400 points, as shown in Table 6.7.1-1 below:

Table 6.7.1-1: Bidder Total Cost Score Formula

(Lowest proposed Total Cost)	X 400 points = Bidder Total Cost score
(Bidder’s proposed Total Cost)	

The total evaluated cost score calculation in Table 6.7.1-2, Example of Bidder Total Cost Score Calculation illustrates that Bidder C proposed the lowest Total Cost and received the maximum points possible.

Table 6.7.1-2: Bidder Total Cost Score Calculation

BIDDER	BIDDER'S TOTAL COST	CALCULATION				BIDDER'S TOTAL COST SCORE
A	\$500,000	$(\$300,000 / \$500,000)$	X	400 points	=	240 points
B	\$400,000	$(\$300,000 / \$400,000)$	X	400 points	=	300 points
C	\$300,000	$(\$300,000 / \$300,000)$	X	400 points	=	400 points

NOTE: Point values in this example explain the calculations and have no other significance.

6.8. SOCIOECONOMIC PROGRAMS EVALUATION

Bidders who claim preference points will be evaluated to determine whether they submitted the required forms, documents, exhibits, and/or the responses necessary to validate their qualification and eligibility for the claimed preference(s). If the State determines that the submitted information is insufficient or that the required documents do not otherwise validate the eligibility for points in any of the claimed programs, then the points for that program will not be added to the Bidder's final overall proposal score. If the State is able to validate the Bidder's claim, the qualified preference points will be applied to the Bidder's final overall proposal score as illustrated in Table 6.8-1 Bidder Final Score Calculation provided that the Bidder's proposal is not otherwise determined to be non-responsive to any mandatory requirements.

The total proposal score calculation is shown in Table 6.8-1, Example of Bidder Total Proposal Score Calculation.

Table 6.8-1: Bidder Total Proposal Score Calculation

BIDDER	BIDDER'S TOTAL NON-COST SCORE		BIDDER'S TOTAL COST SCORE		BIDDER'S TOTAL PROPOSAL SCORE
A	200.00 points	+	240.00 points	=	440.00 points
B	550.00 points	+	375.00 points	=	925.00 points

BIDDER	BIDDER'S TOTAL NON-COST SCORE		BIDDER'S TOTAL COST SCORE		BIDDER'S TOTAL PROPOSAL SCORE
C	600.00 points	+	400.00 points	=	1,000.00 points

NOTE: Point values in this example explain the calculations and have no other significance.

6.8.1. DVBE INCENTIVE EVALUATION

In accordance with §999.5(a) of the Military and Veterans Code, for evaluation purposes only, the State shall provide an incentive to Bidders who provide California-certified DVBE participation in the amounts shown in Table 6.8.1-1 DVBE Incentive Formula.

The State will verify DVBE and apply the incentive accordingly. The DVBE Incentive points are a percentage of the total possible points. The maximum incentive for this procurement is five percent (5%) of the total points available, and is based on the amount of DVBE participation confirmed. Table 6.8.1-1 below is an illustration of this calculation:

Table 6.8.1-1: DVBE Incentive Formula

CONFIRMED DVBE PARTICIPATION	DVBE INCENTIVE PERCENTAGE	DVBE INCENTIVE POINTS
≥ 5%	5%	50.00 (1,000 x .05)
4% - 4.99%	4%	40.00 (1,000 x .04)
3% - 3.99%	3%	30.00 (1,000 x .03)
2% - 2.99%	2%	20.00 (1,000 x .02)
1% - 1.99%	1%	10.00 (1,000 x .01)
<1%	0%	0.00

6.8.2. SMALL BUSINESS PREFERENCE EVALUATION

The State will verify Small Business/Non-Small Business preference claim and apply the five percent (5%) preference accordingly. Refer to [SECTION 3.3.12.3. SMALL BUSINESS PREFERENCE \(O\)](#) and [SECTION 3.3.12.4. NON-SMALL BUSINESS SUBCONTRACTOR PREFERENCE \(O\)](#) for more information.

In accordance with Government Code §14835 et seq., Bidders who qualify as a small business will be given a five percent (5%) preference for evaluation purposes only. The five percent (5%) preference is calculated on the total number of points awarded to the highest-scoring non-small business that is responsive to the proposal requirements. The rules and regulations of this law, including the definition of a small business for the delivery of goods and services, are contained in the California Code of Regulations, Title 2, § 1896 et seq.

This five percent (5%) small business preference is also available to a non-small business claiming 25% California certified small business subcontractor participation. The five percent (5%) preference is calculated on the total number of points awarded to the highest-scoring non-small business that is responsive to the proposal requirements and that is not subcontracting a minimum of 25% to a small business. Non-small business Bidders claiming the five percent (5%) small business preference must commit to subcontract at least 25% of the net proposal price with one (1) or more California certified small businesses.

Completed certification applications and required support documents must be submitted to the Department of General Services Office of Small Business and DVBE Services (OSDS) no later than 5:00 p.m. on the proposal due date, and the OSDS must be able to approve the application as submitted. Questions regarding certification should be directed to the OSDS at (916) 375-4940.

For an illustration of this process, refer to the example in Table 6.8.2-1, Small Business Preference Points Calculation. Points in this example explain the calculations and have no other significance.

The preference points for Bidders A and B are based on five percent (5%) of the Bidder proposal score of Bidder C, the highest scorer of a non-small business, which is $(1,000.00 \text{ points}) \times (.05) = 50.00 \text{ points}$ (rounded). Bidder C, which is neither a small business nor a non-small business subcontracting a minimum of 25 percent (25%) to a small business, receives no small business preference points.

Table 6.8.2-1: Small Business Preference Points Calculation

BIDDER	BIDDER TOTAL PROPOSAL SCORE	SMALL BUSINESS PREFERENCE CLAIM?	NON-SMALL BUSINESS PREFERENCE CLAIM?	SMALL BUSINESS PREFERENCE POINTS AWARDED
A	440.00 points	Yes	No	50.00 points
B	925.00 points	No	Yes	50.00 points

BIDDER	BIDDER TOTAL PROPOSAL SCORE	SMALL BUSINESS PREFERENCE CLAIM?	NON-SMALL BUSINESS PREFERENCE CLAIM?	SMALL BUSINESS PREFERENCE POINTS AWARDED
C	1,000.00 points	No	No	0.00 points

NOTE: Calculation is based on 5% of the Bidder with the highest “Bidder proposal score” that is a non-small business. In the example Table 6.8.2-1, Bidder C has the highest non-small business score.

6.8.3. TACPA PREFERENCE EVALUATION

The State will give preferences in accordance with the Government Code § 4530-4535.3, for Bidders that are California home-based and qualify for claimed preferences under the Target Area Contract Preference Act (TACPA) by completing and returning the appropriate forms described in the solicitation. Where multiple preferences are claimed, the State will verify eligibility for the preferences and evaluate and apply preferences in accordance with the law.

Available evaluation preferences under TACPA are limited to nine percent (9%), five percent (5%) worksite, and one percent (1%) up to four percent (4%) workforce of the lowest total proposal price or fifty thousand dollars (\$50,000.00), whichever is less. The TACPA preference is a dollar preference, applied against the Bidder’s proposed cost, before cost is evaluated and converted to points.

The State will verify and apply TACPA preference accordingly. The TACPA preference does not apply when the worksite is fixed by the terms of the Contract.

6.9. BIDDER FINAL SCORE CALCULATION

The evaluation team will calculate the Bidder’s final score. Table 6.9-1, Bidder Final Score Calculation, illustrates the Bidder’s final score that incorporates both preference and incentive points:

Table 6.8-1: Bidder Final Score Calculation

BIDDER	BIDDER TOTAL PROPOSAL SCORE	SMALL BUSINESS PREFERENCE POINTS AWARDED	VERIFIED DVBE %	DVBE INCENTIVE POINTS AWARDED	BIDDER FINAL SCORE
A	440.00 points	50.00 points	3%	0.00 points	490.00 points

B	925.00 points	50.00 points	4%	40.00 points	1,015.00 points
C	1,000.00 points	0.00 points	5%	50.00 points	1,050.00 points

NOTE: Bidder's final score calculation in Table 6.9-1 is an example that explains the calculations and has no other significance.

6.10. PROPOSAL RANK DETERMINATION

The State will determine which Bidder has the highest combined score for the proposal requirements and cost, up to the maximum points, plus any preference and/or incentive points. The State will rank all qualified proposals by the Bidder's final score. Table 6.10-1 demonstrates how the final ranking determination is made.

Table 6.10-1: Example of Final Score and Rank Determination

REQUIREMENT	MAX SCORE	BIDDER A	BIDDER B	BIDDER C
Administrative Requirements	Pass/Fail	Pass	Pass	Pass
Qualification Requirements				
Bidder Qualifications	Pass/Fail 5.00 points	Pass/Fail 5.00 points	Pass/Fail 5.00 points	Pass/Fail 5.00 points
Bidder References	Pass/Fail 24.00 points	Pass 24.00	Pass 24.00	Pass 24.00
Engagement Manager	Pass/Fail 20.00 points	Pass 20.00	Pass 20.00	Pass 20.00
Engagement Manager References	Pass/Fail	Pass	Pass	Pass
Project Manager #1	Pass/Fail	Pass	Pass	Pass

REQUIREMENT	MAX SCORE	BIDDER A	BIDDER B	BIDDER C
	15.00 points	15.00	15.00	15.00
Project Manager #1 References	Pass/Fail	Pass	Pass	Pass
Project Manager #2	Pass/Fail 15.00 points	Pass 15.00	Pass 15.00	Pass 15.00
Project Manager #2 References	Pass/Fail	Pass	Pass	Pass
Project Manager #3	Pass/Fail 15.00 points	Pass 15.00	Pass 15.00	Pass 15.00
Project Manager #3 References	Pass/Fail	Pass	Pass	Pass
Technical Lead #1	Pass/Fail 15.00 points	Pass 15.00	Pass 15.00	Pass 15.00
Technical Lead #1 References	Pass/Fail	Pass	Pass	Pass
Technical Lead #2	Pass/Fail 15.00 points	Pass 15.00	Pass 15.00	Pass 15.00
Technical Lead #2 References	Pass/Fail	Pass	Pass	Pass
Technical Lead #3	Pass/Fail 15.00 points	Pass 15.00	Pass 15.00	Pass 15.00
Technical Lead #3 References	Pass/Fail	Pass	Pass	Pass

REQUIREMENT	MAX SCORE	BIDDER A	BIDDER B	BIDDER C
Solution Requirements				
Narrative Responses	411.00 points	279.00	364.00	411.00
Functional & Non-Functional Requirements	Pass/Fail	Pass	Pass	Pass
System Improvement Requirements Backlog	Pass/Fail	Pass	Pass	Pass
Interviews	50.00 points	22.00	42.00	50.00
Total Proposal Requirements (Non-Cost) Score	Pass/Fail 600 points	Pass 440.00	Pass 545.00	Pass 600.00
Cost Requirements				
Total Cost Score	Pass/Fail 400 points	300	Pass 380.00	Pass 400.00
TOTAL PROPOSAL SCORE (BEFORE PREFERENCES AND INCENTIVE)				
Total Proposal Score (Non-Cost score plus Cost score)	1,000.00	740.00	925.00	1,000.00
INITIAL RANKING		3	2	1
Socioeconomic Programs (Preferences and Incentive)				
DVBE Incentive Points	50.00	30.00	40.00	50.00
Small Business	Yes/No	Yes	Yes	No

REQUIREMENT	MAX SCORE	BIDDER A	BIDDER B	BIDDER C
Small Business Preference Points	50.00	50.00	50.00	0.00
Bidder Final Proposal Score	1,100.00	820.00	1,015.00	1,050.00
FINAL RANKING		3	2	1

7. NEGOTIATIONS

This solicitation is being conducted under the authority of CDT pursuant to Public Contract Code (PCC) §6611, which provides the authority to use a competitive negotiation process when the State's business needs or the purpose of a procurement or contract is known, but negotiation is necessary to ensure the State receives the best value or the most cost-efficient goods, services, information technology, and telecommunications technology.

Negotiations allow the State and Bidder an opportunity to discuss items that could, in the State's opinion, enhance the Bidder's proposal and potential for award. Negotiations are not intended to allow a Bidder to completely rewrite its proposal. The negotiations are exchanges between the State and the Bidder, which are undertaken with the intent of allowing the Bidder to revise its proposal only in areas determined by the State during the negotiation process. Negotiations will be conducted either orally or in writing.

The State may discuss any aspect of the Bidder's proposal that could, in the opinion of the State, be altered or explained to enhance the proposal's potential for award. However, the State is not required to discuss every area where the Bidder's proposal could be improved. The scope and extent of negotiation exchanges are the matter of the State's judgment. The State reserves the right to modify or cancel this Solicitation in its entirety or in part at any time.

At the State's discretion, the State will determine the topics for negotiation and reserves the right to revise the scoring criteria for Best and Final Offer evaluation to obtain a value effective solution.

Award of a contract, if made, will be to the Bidder that meets and/or exceeds the State's requirements and provides the best value to the State. All aspects of the Bidder's proposal are confidential until after the issuance of the notification of award.

7.1. PROCEEDING TO NEGOTIATIONS

At the discretion of the State, up to the top three (3) highest scoring, responsive Bidders will be determined eligible to participate in the negotiation process.

NOTE: In the event no responsive bids are received, the State at its discretion may proceed to negotiations with all Bidders that submitted a bid.

The negotiations may or may not result in a Contract award.

7.2. NEGOTIATION INVITATION

Bidder(s) invited to participate in negotiations will receive an Invitation to Negotiate with the following information:

1. The general purpose and scope of the negotiations;
2. The anticipated schedule for the negotiations;
3. The procedures to be followed for negotiations; and
4. Confirmation of negotiation attendance within two (2) working days of invitation.

The Bidder(s) must submit any additional information requested by the State by the due date specified in the Invitation to Negotiate letter.

7.3. BEST AND FINAL OFFER SUBMISSION (BAFO)

At the conclusion of negotiations, the State may request a best and final offer (BAFO) submission. The intent of the BAFO is to clarify and document understandings reached during negotiations. The State will include a date and time for submission of the BAFO. A Bidder's BAFO is an irrevocable offer for one hundred and twenty (120) calendar days following the Contract Award date specified in [SECTION 2.3. KEY ACTION DATES](#). A Bidder may extend the offer in the event of a delay in the Contract Award.

7.4. EVALUATION OF BAFO SUBMISSION

The State will evaluate the BAFO submission based on topics negotiated. BAFOs will be evaluated using the criteria and methodologies described in [SECTION 6. EVALUATION](#) or a BAFO addendum, if issued for purposes of this solicitation's negotiations.

8. CONTRACT AWARD

Contract Award, if made, will be to the Bidder that meets and/or exceeds the State's requirements and provides the best value to the State and will occur pursuant to the Key Action Dates of the solicitation document specified in [SECTION 2.3. KEY ACTION DATES](#). However, the State, at its sole option, may change the Contract Award date.

The State will publish a written Notification of Award to all Bidders that have submitted a proposal in response to this solicitation. See [SECTION 2.3. KEY ACTION DATES](#), for the anticipated date for the Notification of Award.

All aspects of the Bidder's proposal are confidential until after the issuance of the Notification of Award.

9. DEBRIEFING

A debriefing may be held within fifteen (15) days following Contract award at the request of any Bidder for the purpose of receiving specific information concerning the evaluation. The discussion will be based primarily on the qualifications, solution requirements and cost evaluations of the Bidder's proposal. A debriefing is not the forum to challenge the solicitation specifications or requirements. Statements made during the debrief are non-binding on the State and are intended for informational purposes only.

10. PROTESTS

This procurement process does not include any provisions to protest either the process or resulting contract award(s). However, pursuant to PCC § 6611(d), an unsuccessful Bidder may file a petition for a writ of mandate in accordance with Section 1085 of the Code of Civil Procedure. The venue for the petition for a writ of mandate will be Sacramento, California.

ATTACHMENT 1: TEMPLATE FOR QUESTION/REQUEST FOR CHANGE SUBMITTAL

The Bidder is required to use the format listed below when submitting questions and request for changes to the Procurement Officer listed in [SECTION 2.2.1. PROCUREMENT OFFICERS](#). Written questions and request for changes must be submitted in Microsoft Excel or Word version. Instructions are as follows:

Name of Bidder – Provide the name of the bidding firm

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

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

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

Section/Document(s) – Identify the section or document the request pertains to, such as “Request for Proposal, [SECTION 3.1.3. KEY STAFF QUALIFICATIONS \(M\)\(DS\)](#).”

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

Question/Request for Change – Write the question and/or request for change in this column. If the Bidder is requesting a change, the Bidder must apply track changes to ensure the requested change is evident.

Bidder’s Rationale for Change Requests - Provide an explanation for the requested change.

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

QUESTIONS/REQUEST FOR CHANGES FORM				
Name of Bidder:				
Contact Person:				
Contact Email and Phone Number:				
Q #	Section/ Document(s)	Page #	Question/Request for Change	Bidder's Rationale for Change Request
1				
2				
3				
4				

ATTACHMENT 2: INTENT TO BID

The Bidder should complete and submit this form per the instructions in [SECTION 2.2.3. INTENT TO BID](#).

Bidder's Legal Company/Firm Name: _____

INTENT TO BID SELECTION (select one):	
☐	Intends to submit a bid and has no issues with the solicitation requirements.
☐	Intends to submit a bid but has one (1) or more issue(s) with the requirements. (Use ATTACHMENT 1: TEMPLATE FOR QUESTION/REQUEST FOR CHANGE SUBMITTAL and submit by the dates specified in SECTION 2.3. KEY ACTION DATES .)
☐	Does not intend to submit a bid and has one (1) or more issues(s) with the solicitation requirements. (Use ATTACHMENT 1: TEMPLATE FOR QUESTION/REQUEST FOR CHANGE SUBMITTAL and submit by the dates specified in SECTION 2.3. KEY ACTION DATES .)

Provide two (2) contacts who will need access to the State's file sharing site for uploading the proposal (Refer to SECTION 5.3. DELIVERY OF SUBMITTALS):		
INFORMATION	PRIMARY CONTACT	SECONDARY CONTACT
Name:		
Title/Role:		
Phone Number:		
E-Mail:		

The Bidder's Authorized Representative or Corporate Officer:	
Bidder/Firm Name:	
Printed Name of Authorized Representative:	
Title/Role:	
Phone Number:	
Email:	
Signature:	
Date:	

ATTACHMENT 3: FOLLOW-ON CONTRACT DISCLOSURE FORM

1. BACKGROUND INFORMATION

PCC Section 10365.5 generally prohibits a person, firm, or subsidiary thereof that has been awarded a consulting services contract from submitting a bid for and/or being awarded an agreement for, the provision of services, procurement of goods or supplies, or any other related action that is required, suggested, or otherwise deemed appropriate in the end product of a consulting services contract.

PCC Section 10365.5 does not apply to any person, firm, or subsidiary thereof that is awarded a subcontract of a consulting services agreement that totals no more than 10 percent of the total monetary value of the consulting services agreement.

Consultants/employees of a firm that provides consulting advice under an original consulting contract are not prohibited from providing services as employees of another firm on a follow-on contract, unless the persons are named contracting parties or named parties in a subcontract of the original contract.

PCC Section 10365.5 does not distinguish between intentional, negligent, and/or inadvertent violations. A violation could result in disqualification from bidding, a void contract, and/or imposition of criminal penalties.

2. CONTRACT DISCLOSURE

Bidder to select the appropriate box below.

☐	I hereby certify that neither my firm nor any subcontractor that my firm intends to use under the contract resulting from this procurement, is currently providing consulting services to the state under a state contract (or as a subcontractor providing more than 10 percent of dollar value of a consulting service contract with the state) or has provided such services within five (5) years prior to the release of this solicitation that are related in any manner to the services, goods, or supplies being acquired pursuant to this solicitation. Bidder must sign below. This option is likely to apply to bidding firms that do not currently and/or never have provided consultant services to the state.
☐	Attached is a disclosure of current and/or prior consulting services provided by my firm or a proposed subcontractor to the state under a state contract within five (5) years prior to the release of this solicitation that may be related in some manner to the services, goods, or supplies being acquired pursuant to this solicitation. In addition, provide a detailed explanation why your firm is not prohibited from bidding under PCC Section 10365.5. Please also refer to the Department of General Services' Management Memo 07-04 for additional information regarding the follow-on contracting prohibition, which is located at https://www.dgs.ca.gov/Resources/ManagementMemos Bidder must sign below and attach a detailed disclosure.

The Bidder's Authorized Representative or Corporate Officer:	
Bidder/Firm Name:	
Printed Name of Authorized Representative:	
Title/Role:	
Signature:	
Date:	

ATTACHMENT 4: COVER LETTER FORM

The Bidder must complete and submit this form with its proposal.

COVER LETTER REQUIREMENTS	BIDDER AGREES YES/NO
The Bidder agrees this proposal is an irrevocable offer per +SECTION 2.6.12. IRREVOCABLE OFFER.	☐ Yes ☐ No
The Bidder agrees to the terms and conditions of this solicitation and accepts responsibility as the prime contractor if awarded the contract resulting from this solicitation.	☐ Yes ☐ No
The Bidder agrees to having available staff with the appropriate skills to complete the contract for all services as described in this solicitation and SOW.	☐ Yes ☐ No
The Bidder has completed and submitted the eVAQ application and has been deemed approved by OSTP. The Bidder hereby certifies that all information submitted in the eVAQ is true, correct, and complete as of the date of submission, and that such information is incorporated herein by reference and made a part of this bid. Bidder shall provide OSTP approved eVAQ number:	☐ Yes ☐ No
The Bidder 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. Refer to General Provision Section 22 for the GenAI Disclosure Obligations.	☐ Yes ☐ No
This form is signed by an individual who is authorized to bind the bidding firm contractually. The individual's name must also be typed, and include the title or position that the individual holds in the firm. An unsigned bid may be rejected.	☐ Yes ☐ No

Bidder's Information	
Bidding Firm's Legal Name:	
Bidding Firm's Address:	
Printed Name of Authorized Representative:	
Title/Role:	
Address:	
Phone Number:	
Email:	
Signature:	
Date:	

ATTACHMENT 5: RESPONSE TO ADMINISTRATIVE REQUIREMENTS

The Bidder must complete and submit this form by indicating agreement to each of the administrative requirements in the table below as described in [SECTION 3.3. ADMINISTRATIVE REQUIREMENTS](#). By indicating “Yes,” the Bidder affirms that it understands the requirement and agrees to comply with the requirement. Answering “No” to any of the mandatory administrative requirements in the proposal will deem the Bidder non-responsive and may be the basis for rejecting the Bidder’s proposal.

RFP 3475 - SECTION 3.3. ADMINISTRATIVE REQUIREMENTS	Bidder Agrees Yes / No
SECTION 3.2. PREQUALIFICATION REQUIREMENTS	☐ Yes ☐ No
SECTION 3.3.4. ABILITY TO PERFORM	☐ Yes ☐ No
SECTION 3.3.5. PRIMARY BIDDER	☐ Yes ☐ No
SECTION 3.3.6. SUBCONTRACTORS	☐ Yes ☐ No
SECTION 3.3.7. AMENDMENT	☐ Yes ☐ No
SECTION 3.3.8. FINANCIAL RESPONSIBILITY INFORMATION	☐ Yes ☐ No
SECTION 3.3.9. GENERAL PROVISIONS	☐ Yes ☐ No
SECTION 3.3.11. STATEMENT OF WORK	☐ Yes ☐ No
SECTION 3.3.11.2. INSURANCE COVERAGE	☐ Yes ☐ No
SECTION 3.3.12. SOCIOECONOMIC PROGRAMS	☐ Yes ☐ No

ATTACHMENT 6: CONFIDENTIALITY STATEMENT

The Bidder must complete and submit this form with its proposal.

As an authorized representative or corporate officer of the company name below, I have the authority to bind the company contractually, and I agree that all persons employed by this company will adhere to the following policy:

All information belonging to the California Department of Technology (CDT) or its affiliated agencies is considered sensitive and confidential and cannot be disclosed to any person or entity that is not directly approved to participate in the work required to execute this Agreement.

I certify that I will keep all project information including (but not limited to) information concerning the planning, processes, development or procedures of the project, and all communication with CDT or its affiliates related to any procurement process, confidential and secure. I will not copy, give or otherwise disclose such information to any other person unless CDT has on file a Confidentiality Statement signed by the other person(s), and the disclosure is authorized and necessary for the project. I understand that the information to be kept confidential includes, but is not limited to, specifications, administrative requirements, terms and conditions, concepts and discussions, as well as written and electronic materials. I further understand that if I leave this project before it ends, I must still keep all project information confidential. I agree to follow any instructions provided by the project relating to the confidentiality of project information.

I fully understand that any unauthorized disclosure I make may be basis for civil and/or criminal penalties. I agree to advise the Procurement Officer immediately in the event of an unauthorized disclosure, inappropriate access, misuse, theft or loss of data.

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

All materials provided for this Project, except where explicitly stated will be promptly returned or destroyed, as instructed by the Procurement Officer. If the materials are destroyed and not returned, a letter attesting to their complete destruction, which documents the destruction procedures, must be sent to the Procurement Officer before payment can be made for services rendered. In addition, all copies or derivations, including any working or archival backups of the information, will be physically and/or electronically destroyed within five (5) calendar days immediately following either the end of the Contract period or the final payment, as determined by the contracting Agency/state entity.

In addition to all the confidentiality requirements set forth in the General Provisions, upon Contract award, Bidder to submit a signed confidentiality statement from all personnel, agents, and subcontractors

assigned to the awarded Contract.

The Bidder's Authorized Representative or Corporate Officer	
Bidder/Firm Name:	
Printed Name of Authorized Representative:	
Title/Role:	
Phone Number:	
Email:	
Signature:	
Date:	

ATTACHMENT 7: BIDDER DECLARATION GSPD 05-105

In accordance with [SECTION 3.3.6.1. BIDDER DECLARATION FORM \(M\)](#), the Bidder must complete and submit with its proposal the Bidder Declaration GSPD-05-105 form.

The form and its instructions are available as a fill and print PDF at: <https://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd05-105.pdf>

ATTACHMENT 8: BIDDING PREFERENCES AND INCENTIVES

THE BIDDER MUST COMPLETE ALL SECTIONS BELOW AND SUBMIT WITH ITS PROPOSAL.

1. SMALL BUSINESS PREFERENCE:

Bidder must check the appropriate box from the choices below

SMALL BUSINESS PREFERENCE	
☐	I am a DGS certified Small Business and claim the Small Business Preference. My DGS Small Business certification number is:
☐	I have recently filed for DGS Small Business certification. I have not yet been certified, but I am claiming the Small Business Preference.
☐	I am not a DGS certified Small Business, but 25% or more of the net bid price will go to a DGS certified Small Business subcontractor(s) performing a Commercially Useful Function and therefore, I am claiming the Small Business preference. ☐ Bidder must complete and submit ATTACHMENT 7: BIDDER DECLARATION GSPD 05-105 , indicating the percentage of the net bid price that will be received by each DGS certified Small Business subcontractor. The form can be found at the following link: https://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd05-105.pdf
☐	I am not claiming the DGS Small Business Preference.

2. DVBE INCENTIVE:

Bidder must check the appropriate box from the choices below

DVBE INCENTIVE:	
☐	I am a DGS certified DVBE and claim the DVBE Incentive. My DGS DVBE certification number is:
☐	I have recently filed for DGS DVBE certification. I have not yet been certified, but I am claiming the DVBE Incentive.

DVBE INCENTIVE:	
☐	I am not a DGS certified DVBE, but a percentage of the net bid price will go to a DGS certified DVBE subcontractor(s) performing a Commercially Useful Function and therefore, I am claiming the DVBE Incentive. Bidder must complete and submit a ATTACHMENT 7: BIDDER DECLARATION GSPD 05-105, indicating the percentage of the net bid price that will be received by each DGS certified DVBE subcontractor. The Bidder must also complete and submit an ATTACHMENT 9: DVBE DECLARATIONS, for each DVBE subcontractor, signed by the DVBE owner/manager. The forms can be found at the following links: https://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd05-105.pdf https://www.documents.dgs.ca.gov/dgs/fmc/gspd/pd/pd_843.pdf
☐	I am not claiming the DVBE incentive.

3. TARGET AREA CONTRACTOR PREFERENCE ACT (TACPA):
Bidder must check the appropriate box from the choices below.

TACPA PREFERENCE:	
☐	I am not claiming the TACPA preference.
☐	I am claiming the TACPA Preference. Bidder must complete and submit ATTACHMENT 11: TACPA PREFERENCE REQUEST FORMS. The forms can be found at the following link: https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Request-Target-Area-Contract-Preference?search=tacpa

ATTACHMENT 9: DVBE DECLARATIONS

In accordance with [SECTION 3.3.12.2. DISABLED VETERAN BUSINESS ENTERPRISE \(DVBE\) PROGRAM](#), the Bidder must complete and submit with its proposal the STD. 843, Disabled Veteran Business Enterprise Declarations form.

The form and its instructions are available as a fill and print PDF at: https://www.documents.dgs.ca.gov/dgs/fmc/gs/pd/pd_843.pdf

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ATTACHMENT 10: COMMERCIALLY USEFUL FUNCTION (CUF) CERTIFICATION

The Bidder must complete and submit this form with its proposal.

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

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

All certified small business (SB), micro business (MB), and/or DVBE Contractors, subcontractors or suppliers must meet the commercially useful function requirements under Government Code Section 14837 (for SB), Military and Veterans Code Section 999 (for DVBE), and Title II California Code of Regulations, Section 1896.4 and 1896.62.

Answer questions 1-5 below, as they apply to your company for the goods and/or services being acquired in this solicitation. A California certified SB, MB, or DVBE business must be deemed to perform a Commercially Useful Function (CUF) by meeting **ALL** of the following CUF requirements for Contract award consideration.

CUF Requirements			
1.	Is responsible for the execution of a distinct element of the resulting Contract.	Yes ☐	No ☐
2.	Carries out its obligation by actually performing, managing, or supervising the work involved.	Yes ☐	No ☐
3.	Performs work that is normal for its business services and functions.	Yes ☐	No ☐
4.	Is responsible, with respect to products, inventories, materials, and supplies required for the Contract, for negotiating price, determining quality and quantity, ordering, installing, if applicable, and making payment. If this is a SERVICE with NO goods involved, check N/A and go to #5.	Yes ☐	No ☐ or N/A ☐
5.	Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.	Yes ☐	No ☐

If the answer to any of the five (5) questions is "NO" (except for #4 when marked with "N/A"), may result in

your proposal being deemed non-responsive.

The Bidder must provide a written statement below detailing the role, services and goods the subcontractor(s) will provide to meet the commercially useful function requirement. If the Bidder is not claiming a SB or DVBE, indicate "Not claiming a preference" in the box below.

Written Statement or Statement of No Claim

At the State's option prior to award, the Bidder may be required to submit additional written clarifying information.

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

The Bidder's Authorized Representative or Corporate Officer	
Printed Name of Authorized Representative:	
Title/Role:	
Signature:	
Date:	

ATTACHMENT 11: TACPA PREFERENCE REQUEST FORMS

In accordance with [SECTION 3.3.12.6. TARGET AREA CONTRACT PREFERENCE ACT \(TACPA\) \(O\)](#), the Bidder must complete and submit with its proposal the required applications/forms.

The required applications/forms are as follows:

- TACPA (Std. 830)
- Bidder's Summary of Contract Activities and Labor Hours (DGS/PD 525)
- Manufacturer Summary of Contract Activities and Labor Hours (DGS/PD 526).

<https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Request-Target-Area-Contract-Preference?search=tacpa>

ATTACHMENT 12: BIDDER QUALIFICATIONS FORM - INSTRUCTIONS

The Bidder must complete [ATTACHMENT 13: BIDDER QUALIFICATIONS FORM](#) with the qualifying project information being used to meet the mandatory qualifications (and if applicable, desirable qualifications) as required for this project. A separate [ATTACHMENT 13: BIDDER QUALIFICATIONS FORM](#) must be completed for each project used to meet the mandatory qualifications.

[ATTACHMENT 13: BIDDER QUALIFICATIONS FORM](#) will be used by EDD to evaluate Bidder's qualifications. The Bidder must specify the required experience in the pertinent row for each requirement in [ATTACHMENT 13: BIDDER QUALIFICATIONS FORM](#). Use additional forms as needed to complete each response. Any conflicting information may result in the proposal being deemed non-responsive.

For the purposes and context of the Bidder qualifications forms and reference forms only, the term "Project" is defined as an individual effort or contract where the Bidder was the Prime Contractor on the cited contract.

Box 1, Bidder: Provide the company name of the Bidder submitting the proposal.

Box 2, Project Name: Provide the name of the qualifying project used to meet the required experience.

Box 3, Name of Company for whom the project was completed: Identify the company or government agency for whom the project was completed.

Box 4, Contact name and information of the Bidder's reference: Identify the contact information from whom the project was completed. Enter the name, title, e-mail address, and phone number for the reference contact for the project. By submitting a proposal, the Bidder declares that the reference person identified is/was employed by the company identified in Box 3. This reference must be the same person identified in the [ATTACHMENT 14: BIDDER REFERENCE FORM](#). This person must have been:

- From the end user of the development project.
- In a management or supervisory role for the project.
- Not from another contractor or contracting company.
- Not be an employee of the bidding company.
- Not be part of the Employment Development Department evaluation team for this procurement.

Bidders are to contact the Procurement Officers specified in [SECTION 2.2.1. PROCUREMENT OFFICERS](#) to verify.

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

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- All experience must have occurred within the last ten (10) years prior to the solicitation due date, unless stated otherwise.
- For projects that are currently ongoing, experience will be calculated only for the work performed up to the solicitation due date.

Box 7, Project Description: Provide a brief description of the nature of the Bidder's cited project.

Box 8, Bidder was Prime Contractor: Check the appropriate response, "Yes" or "No". If the "No" box is checked, time spent on that project will not count towards Bidder experience.

Box 9, Contract Amount: Provide the dollar amount of the contract value in US dollars.

Box 10, Instructions for documenting the years of experience gained from the project cited.

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

1. A government or commercial sector IT Project of similar scope and size is defined as:

- a. Multi-year,
- b. Contract value greater than \$5M,
- c. A minimum of 200 internal users (staff within the organization using the system/application to conduct their business roles),
- d. A minimum of 350,000 external registered users/customers
- e. Proof of Concepts are not acceptable for this definition.

ATTACHMENT 13: BIDDER QUALIFICATIONS FORM

The Bidder may use multiple projects to meet the total experience required for each mandatory experience and, if applicable, desirable experience. A separate form must be completed for each project cited.

BIDDER QUALIFICATION FORM		
1	Bidder:	
2	Project Name:	
3	Name of Company for whom the Project was completed:	
4	Contact Name and Information of the Bidder's Reference:	
5	Start Date (MM/DD/YYYY):	
6	End Date (MM/DD/YYYY):	
7	Project Description:	
8	Bidder was Prime Contractor	☐ Yes ☐ No
9	Contract Amount:	\$
10	Documenting instructions when a minimum number of years of experience is required. For each mandatory experience listed below, • Check "Yes" if experience gained on this cited Project was met; or • Check "No" if none of the experience was met on this cited project. If "Yes" is checked, the years and/or months of "Experience gained on this cited project" will be calculated using the Start and End Date listed in boxes 5 and 6. Provide a description of the Bidder's role and responsibilities performed on the project. The Bidder must ensure that each description clearly addresses how the project meets each of the qualification components of the Experience Requirement, as defined in each of the requirements.	

Number	Requirement Classification	Experience Qualifications	Total Experience Required	Experience gained on this cited Project
11	Mandatory (M)	Experience in maintaining and supporting at least two (2) of the following three (3) Salesforce solutions in an IT project of similar scope and size: a. Service Cloud, b. Experience Cloud, c. Marketing Cloud.	4 Years	☐ Yes ☐ No
Provide a description of the work performed on this cited project and how it meets this requirement: Mark all that apply (experience must be in at least two of the three): a. Service Cloud ☐ b. Experience Cloud ☐ c. Marketing Cloud ☐ Number of internal users on this project: _____ Number of external registered users/customers on this project: _____				

Number	Requirement Classification	Experience Qualifications	Total Experience Required	Experience gained on this cited Project
12	Mandatory (M)	Experience managing and optimizing Salesforce licenses for a IT project of similar scope and size.	4 Years	☐ Yes ☐ No
Provide a description of the work performed on this cited project and how it meets				

Number	Requirement Classification	Experience Qualifications	Total Experience Required	Experience gained on this cited Project
	this requirement: Number of internal users on this project: _____ Number of external registered users/customers on this project: _____			

Number	Requirement Classification	Experience Qualifications	Total Experience Required	Experience gained on this cited Project
13	Desirable Scored (DS)	Experience with EDD.	2 Years 5 Points	☐ Yes ☐ No
	Provide a description of the work performed on this cited project and how it meets this requirement:			

ATTACHMENT 14: BIDDER REFERENCE FORM

Purpose: Based on the satisfaction ratings received from the Bidder's references, the State will use the ratings to score the Bidders.

Instructions to Bidder: Complete Part A, items 1-8 of this form, attach the corresponding [ATTACHMENT 13: BIDDER QUALIFICATIONS FORM](#) and send to references to complete Part B, items 10-13. Once this form is completed, the Bidder must submit it with its proposal.

The Bidder must complete and submit a Reference Form for each corresponding project cited on [ATTACHMENT 13: BIDDER QUALIFICATIONS FORM](#).

Instructions to the Bidder's Reference: Complete Part B, items 10-13 of this form using the rating scale in "Reference Satisfaction Rating" field (item 9). Rate your satisfaction with the Bidder who performed the services described in item 8, Project Description & Bidder's role on the project, and confirm that the information in Part A is consistent and corresponds with [ATTACHMENT 13: BIDDER QUALIFICATIONS FORM](#) attached. Complete the bottom of this form and return the form to the Bidder.

PART A: TO BE COMPLETED BY BIDDER		
1	Bidder:	
2	Project Name:	
3	Name of Company for whom the Project was completed:	
4	Contact Name and Information of the Bidder's Reference:	
5	The Bidder was the Prime Contractor for this Project:	☐ Yes ☐ No
6	Bidder's Start and End Dates on the Project:	
7	Contract Amount:	\$
8	Project Description & Bidder's role on the project:	

PART B: TO BE COMPLETED BY BIDDER'S REFERENCE					
9	<u>Reference Satisfaction Rating:</u> Using the following scale to rate the Bidder's overall performance on the services provided: 0 = Unsatisfactory, 2 = Marginal, 4 = Satisfactory, 6 = Exceeds Expectations Circle only one number for each question (10-13) below.	Reference Ratings (Total possible rating score=24)			
10	How would you rate the Bidder's overall performance?	0	2	4	6
11	How would you rate the Bidder's effectiveness at communicating (orally and in writing) with project members and stakeholders?	0	2	4	6
12	How would you rate the Bidder's effectiveness in dealing with conflicting priorities?	0	2	4	6
13	How would you rate the Bidder's effectiveness at implementing or maintaining the system?	0	2	4	6

By completing this reference form, I declare the following:

1. I have reviewed the information contained in Part A, items 1-8 above, and [ATTACHMENT 13: BIDDER QUALIFICATIONS FORM](#) and the information is true and correct;
2. I am/was employed by the company for whom the project was completed; and
3. I performed a management or supervisory role on the cited project.

TO BE COMPLETED BY BIDDER'S REFERENCE	
Reference Signature:	
Printed Name:	
Date:	
Reference Title or role on the project:	
Email: (If the e-mail address is not from the company listed in box 3 above, provide reason why)	
Phone:	

ATTACHMENT 15: KEY STAFF QUALIFICATIONS FORM – INSTRUCTIONS

The Bidder must complete and submit a Key Staff Qualification Form for each proposed Key Staff person with the qualifying project information being used to meet the mandatory qualifications and desirable qualifications as required for this project. A separate Key Staff Qualification Form must be completed for each proposed Key Staff and each project used to meet the mandatory qualifications.

[ATTACHMENT 15.1: ENGAGEMENT MANAGER - QUALIFICATIONS FORM](#), [ATTACHMENT 15.3: PROJECT MANAGER - QUALIFICATIONS FORM](#) and [ATTACHMENT 15.5: TECHNICAL LEAD - QUALIFICATIONS FORM](#) are for each of the seven (7) required named roles.

The Key Staff Qualification Form will be used by the State to evaluate Key Staff qualifications. The Bidder must specify the required experience in the pertinent row for each requirement in the Key Staff Qualification Forms. Use additional forms as needed to complete each response. Any conflicting information may result in the proposal being deemed non-responsive.

The Bidder must provide proof of all degrees and certifications as part of their response, where required. If a degree(s) is required, and it is not in English, it must be accompanied by a translation performed by a member of the National Association of Credential Evaluation Services (NACES).

"Project" is defined as an individual effort or contract where the key staff played a role on the cited contract.

Box 1, Bidder: Provide the company name of the Bidder submitting the proposal.

Box 2, Key Staff Name: Provide the name of the Bidder's proposed key staff.

Box 3, Project Name: Provide the name of the qualifying project in which the proposed staff gained experience to meet the requirement(s).

Box 4, Name of Company for whom the Project was completed: Provide the company or government agency for whom the project was completed.

Box 5, Contact Name and Information of the Key Staff's Reference: Provide the contact information from whom the project was completed. Enter the name, title, e-mail address and phone number for the reference contact for the project. By submitting a proposal, the Bidder declares that the reference person identified is/was employed by the company identified in Box 4. The reference must be the same person on both the Key Staff Qualification form and the corresponding Key Staff Reference form. This person must have been:

- From the end user of the development project.
 - In a management or supervisory role for the project.
 - Not from another contractor or contracting company.
 - Not be an employee of the bidding company.
 - Not be part of the Employment Development Department evaluation team for this procurement.
- Bidders are to contact the Procurement Officers specified in [SECTION 2.2.1. PROCUREMENT OFFICERS](#) to verify.

Boxes 6 and 7, Staff Start Date and End Date: Provide the start and end dates the key staff worked on the cited project using MM/DD/YYYY format.

- All experience must have occurred within the last ten (10) years prior to the solicitation due date, unless stated otherwise.
- For projects that are currently ongoing, experience will be calculated only for the work performed up to the solicitation due date.

Box 8, Full-time/Part-time: Check the appropriate box for time proposed staff worked on the cited project. Refer to [SECTION 3.1.3.1. FULL-TIME/PART-TIME MONTH EQUIVALENTS DEFINITION](#) for additional details on calculating experience.

Box 9, Project Description: Provide a brief description of the nature of the proposed staff's cited project.

Box 10, Contract Amount: Provide the dollar amount of the contract value in US dollars.

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

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

The following definitions apply to Key Staff Qualifications:

1. A government or commercial sector IT Project of similar scope and size is defined as:
 - a. Multi-year,
 - b. Contract value greater than \$5M,
 - c. A minimum of 200 internal users (staff within the organization using the system/application to conduct their business roles), and
 - d. A minimum of 350,000 external registered users/customers
 - e. Proof of Concepts are not acceptable for this definition.

ATTACHMENT 15.1: ENGAGEMENT MANAGER - QUALIFICATIONS FORM

The Bidder may use multiple projects to meet the total experience required for each mandatory experience and, if applicable, desirable experience. A separate form must be completed for each project cited.

ENGAGEMENT MANAGER QUALIFICATIONS FORM		
1	Bidder:	
2	Key Staff Name:	
3	Project Name:	
4	Name of Company for whom the Project was completed:	
5	Contact Name and Information of Proposed Staff's Reference:	
6	Staff Start Date (MM/DD/YYYY):	
7	Staff End Date (MM/DD/YYYY):	
8	Key Staff Work Schedule	☐ Full-time ☐ Part-time
9	Project Description:	
10	Contract Amount:	\$
11	Documenting instructions when a minimum number of years of experience is required. For each mandatory experience listed below, • Check "Yes" if the total years of experience was met on this referenced project; or • Check "Partial" if fewer than the total years of experience was met on this referenced project; or • Check "No" if none of the experience was met on this referenced project. If "Partial" or "Yes" is checked, enter the years and/or months of "Experience gained on this referenced project" and describe the Key Staff's role and responsibilities performed on the project in the "Description of services provided" field. The Bidder must ensure that each description clearly addresses how the work performed on the project meets each of the	

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	minimum qualification components of the Mandatory Experience Requirement, as defined in each of the requirements.

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Number	Requirement Classification	Experience Requirements	Total Experience Required	Experience gained on this cited Project
12	Mandatory (M)	Experience serving as a Delivery Manager or Support Manager in a Maintenance and Operations role.	5 Years	☐ Yes Yr. ____ Mo. ____ ☐ Partial Yr. ____ Mo. ____ ☐ No
	Provide a description of the proposed Key Staff's role and responsibilities performed on the cited project and how they meet this requirement: Mark all that apply: a. Delivery Manager ☐ b. Support Manager ☐			

Number	Requirement Classification	Experience Requirements	Total Experience Required	Experience gained on this cited Project
12A	Mandatory (M)	Experience directly managing a team of at least five (5) FTE resources.	3 Years of Box 12	☐ Yes Yr. ____ Mo. ____ ☐ Partial Yr. ____ Mo. ____ ☐ No
	Provide a description of the proposed Key Staff's role and responsibilities performed on the cited project and how they meet this requirement:			

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Number	Requirement Classification	Experience Requirements	Total Experience Required	Experience gained on this cited Project
13	Mandatory (M)	Experience performing schedule management, risk management, SLA management and problem/issue management.	4 Years	☐ Yes Yr. ____ Mo. ____ ☐ Partial Yr. ____ Mo. ____ ☐ No
	Provide a description of the proposed Key Staff's role and responsibilities performed on the cited project and how they meet this requirement:			

Number	Requirement Classification	Experience Requirements	Total Experience Required	Experience gained on this cited Project
14	Mandatory (M)	Experience must be from a Cloud-based Software as a Service (SaaS) development project(s).	1 Year	☐ Yes Yr. ____ Mo. ____ ☐ Partial Yr. ____ Mo. ____ ☐ No
	Provide a description of the proposed Key Staff's role and responsibilities performed on the cited project and how they meet this requirement:			

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Number	Requirement Classification	Experience Requirements	Total Experience Required	Mark which box is being claimed by proposed staff person
15	Mandatory (M)	Bachelor's degree Experience in lieu of a bachelor's degree is acceptable. Mark accordingly to the right and see box 15A if claiming experience in lieu of a bachelor's degree.	Attach a copy	☐ Bachelor's degree ☐ Years of experience substitution (must fill out box 15A)

Number	Requirement Classification	Experience Requirements	Total Experience Required	Experience gained on this cited Project
15A	Mandatory (M)	Experience in lieu of a Bachelor's degree: If staff person does not have a bachelor's degree, four (4) additional years of mandatory experience from requirement #13 above can be submitted in lieu of the bachelor's. A total of 8 years' experience will be required in order to meet requirement #13 and this requirement. Experience cited in lieu of education requirements may have occurred at any time during the staff person's career, but must not overlap with experience cited to meet requirement #13.	Additional 4 years of requirement #13 experience	☐ Yes Yr. ____ Mo. ____ ☐ No

Number	Requirement Classification	Experience Requirements	Total Experience Required	Experience gained on this cited Project
	Provide a description of the proposed Key Staff's role and responsibilities performed on the cited project and how they meet this requirement:			

Number	Requirement Classification	Experience Requirements	Total Experience Required	Is proposed staff person claiming this experience requirement
16	Desirable Scored (DS)	Master's degree Experience in lieu of a master's degree will not be accepted.	Attach a copy 5 Points	☐ Yes ☐ No

Number	Requirement Classification	Experience Requirements	Total Experience Required	Is proposed staff person claiming this experience requirement
17	Desirable Scored (DS)	Information Technology Infrastructure Library (ITIL) certified.	Attach copy of certificate 5 Points	☐ Yes ☐ No

Number	Requirement Classification	Experience Requirements	Total Experience Required	Experience gained on this cited Project
18	Desirable Scored (DS)	Experience working with California EDD systems.	1 Year 5 Points	☐ Yes Yr. ____ Mo. ____ ☐ Partial

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Number	Requirement Classification	Experience Requirements	Total Experience Required	Experience gained on this cited Project
				Yr. ____ Mo. ____ ☐ No
Provide a description of the proposed Key Staff's role and responsibilities performed on the cited project and how they meet this requirement:				

Number	Requirement Classification	Experience Requirements	Total Experience Required	Experience gained on this cited Project
19	Desirable Scored (DS)	Experience working with providing oversight on system maintenance and operations or development activities.	1 Year 5 Points	☐ Yes Yr. ____ Mo. ____ ☐ Partial Yr. ____ Mo. ____ ☐ No
Provide a description of the proposed Key Staff's role and responsibilities performed on the cited project and how they meet this requirement:				

ATTACHMENT 15.2: ENGAGEMENT MANAGER - REFERENCE FORM

Purpose: Based on the satisfaction ratings received from the proposed Key Staff's references, the State will use the ratings to score the Key Staff.

Instructions to Bidder: Complete Part A, items 1-8 of this Key Staff Reference Form, attach the corresponding Key Staff Qualifications Form and send to references to complete Part B, items 10-13. Once the Key Staff Reference Form is completed, the Bidder must submit it with its proposal.

The Bidder must complete and submit a Key Staff Reference Form for each of the projects cited on the corresponding Key Staff Qualification Form.

Instructions to the Key Staff's Reference: Complete Part B, items 10-13 of this form using the rating scale in "Reference Satisfaction Rating" field (item 9). Rate your satisfaction with the Key Staff who performed the services described in item 8, Project Description & Key Staff's role on the project, and confirm that the information in Part A is consistent and corresponds with the corresponding Key Staff Qualification Form attached. Complete the bottom of this Attachment and return the form to the Bidder.

PART A: TO BE COMPLETED BY BIDDER		
1	Bidder:	
2	Key Staff Name:	
3	Project Name:	
4	Name of Company for whom the Project was completed:	
5	Contact Name and Information of the Key Staff's Reference:	
6	Key Staff's Start and End Dates on the Project:	
7	Contract Amount:	\$
8	Project Description & Key Staff's role on the project:	

PART B: TO BE COMPLETED BY KEY STAFF'S REFERENCE					
9	<u>Reference Satisfaction Rating:</u> Using the following scale to rate the Key Staff's overall performance on the services provided: 0 = Unsatisfactory, 3 = Marginal, 5 = Satisfactory, 8 = Exceeds Expectations Circle only one number for each question (10-13) below.	Reference Ratings			
10	How would you rate the individual's overall performance?	0	3	5	8
11	How would you rate the individual's effectiveness at communicating (orally and in writing) with project members and stakeholders?	0	3	5	8
12	How would you rate the individual's effectiveness in dealing with conflicting priorities?	0	3	5	8
13	How would you rate the individual's effectiveness in the role they were in for the cited project?	0	3	5	8

By completing this reference form, I declare the following:

1. I have reviewed the information contained in Part A, items 1-8 above, and the corresponding Key Staff Qualifications Form and the information is true and correct;
2. I am/was employed by the company for whom the project was completed; and
3. I performed a management or supervisory role on the cited project.

TO BE COMPLETED BY PROPOSED KEY STAFF'S REFERENCE	
Reference Signature:	
Printed Name:	
Date:	
Reference Title or role on the project:	
Email: (If the e-mail address is not from the company listed in box 4 above, provide a reason why)	
Phone:	

ATTACHMENT 15.3: PROJECT MANAGER - QUALIFICATIONS FORM

The Bidder may use multiple projects to meet the total experience required for each mandatory experience and, if applicable, desirable experience. A separate form must be completed for each project cited.

PROJECT MANAGER #1 QUALIFICATIONS FORM		
1	Bidder:	
2	Key Staff Name:	
3	Project Name:	
4	Name of Company for whom the Project was completed:	
5	Contact Name and Information of Proposed Staff's Reference:	
6	Staff Start Date (MM/DD/YYYY):	
7	Staff End Date (MM/DD/YYYY):	
8	Key Staff Work Schedule	☐ Full-time ☐ Part-time
9	Project Description:	
10	Contract Amount:	\$
11	Documenting instructions when a minimum number of years of experience is required. For each mandatory experience listed below, • Check "Yes" if the total years of experience was met on this referenced project; or	

PROJECT MANAGER #1 QUALIFICATIONS FORM	
	- Check "Partial" if fewer than the total years of experience was met on this referenced project; or - Check "No" if none of the experience was met on this referenced project. If "Partial" or "Yes" is checked, enter the years and/or months of "Experience gained on this referenced project" and describe the Key Staff's role and responsibilities performed on the project in the "Description of services provided" field. The Bidder must ensure that each description clearly addresses how the work performed on the project meets each of the minimum qualification components of the Mandatory Experience Requirement, as defined in each of the requirements.

Number	Requirement Classification	Experience Requirement	Total Experience Required	Experience gained on this cited Project
12	Mandatory (M)	Experience serving in a Project Manager (PM) or Scrum Master role for software implementation projects.	5 Years	☐ Yes Yr. ____ Mo. ____ ☐ Partial Yr. ____ Mo. ____ ☐ No
	Provide a description of the proposed Key Staff's role and responsibilities performed on the cited project and how they meet this requirement: Mark all that apply: a. Project Manager ☐ b. Scrum Master ☐			

Number	Requirement Classification	Experience Requirement	Total Experience Required	Experience gained on this cited Project
12A	Mandatory (M)	Experience directly managing a team of at least five (5) FTE resources.	3 Years of Box 12	☐ Yes Yr. ____ Mo. ____ ☐ Partial Yr. ____ Mo. ____ ☐ No
	Provide a description of the proposed Key Staff's role and responsibilities performed on the cited project and how they meet this requirement:			

Number	Requirement Classification	Experience Requirement	Total Experience Required	Experience gained on this cited Project
13	Mandatory (M)	Experience with Information Technology (IT) development project(s).	3 Years	☐ Yes Yr. ____ Mo. ____ ☐ Partial Yr. ____ Mo. ____ ☐ No
	Provide a description of the proposed Key Staff's role and responsibilities performed on the cited project and how they meet this requirement:			

Number	Requirement Classification	Experience Requirement	Total Experience Required	Copy of the following certification(s) has been attached
14	Mandatory (M)	Hold at least one of the following active certifications: a. Project Management Professional (PMP) through the Project Management Institute (PMI). b. SAFe Scrum Master or Agile Certified Practitioner through the PMI	Attach copy of Certificate	☐ Project Management Professional (PMP) through the Project Management Institute (PMI). ☐ SAFe Scrum Master through the PMI ☐ Agile Certified Practitioner through the PMI ☐ No

Number	Requirement Classification	Experience Requirement	Total Experience Required	Mark which box is being claimed by proposed staff person
15	Mandatory (M)	Bachelor's degree Experience in lieu of a Bachelor's degree is acceptable. Mark accordingly to the right and see box 15A if claiming experience in lieu of a bachelor's degree.	Attach a copy	☐ Bachelor's degree ☐ Years of experience substitution (must fill out box 15A)

Number	Requirement Classification	Experience Requirement	Total Experience Required	Is experience gained on this cited Project
15A	Mandatory (M)	Experience in lieu of a Bachelor's degree: If staff person does not have a bachelor's degree, four (4) additional years of mandatory experience from requirement #13 above can be submitted in lieu of the bachelor's. A total of 7 years experience will be required in order to meet requirement #13 and this requirement. Experience cited in lieu of education requirements may have occurred at any time during the staff person's career, but must not overlap with experience cited to meet requirement #13.	Additional 4 years of requirement #13 experience	☐ Yes Yr. ____ Mo. ____ ☐ Partial Yr. ____ Mo. ____ ☐ No
		Provide a description of the proposed Key Staff's role and responsibilities performed on the cited project and how they meet this requirement:		

Number	Requirement Classification	Experience Requirement	Total Experience Required	Is proposed staff person claiming this experience requirement
16	Desirable Scored (DS)	Master's Degree Experience in lieu of a master's degree will not be accepted.	Attach a copy 5 Points	☐ Yes ☐ No

Number	Requirement Classification	Experience Requirement	Total Experience Required	Is proposed staff person claiming this experience requirement
17	Desirable Scored (DS)	Information Technology Infrastructure Library (ITIL) certified.	Attach copy of certificate 5 Points	☐ Yes ☐ No

Number	Requirement Classification	Experience Requirement	Total Experience Required	Experience gained on this cited Project
18	Desirable Scored (DS)	Experience working with California EDD systems.	1 Year 5 Points	☐ Yes Yr. ____ Mo. ____ ☐ Partial Yr. ____ Mo. ____ ☐ No
				Provide a description of the proposed Key Staff's role and responsibilities performed on the cited project and how they meet this requirement:

ATTACHMENT 15.4: PROJECT MANAGER - REFERENCE FORM

Purpose: Based on the satisfaction ratings received from the proposed Key Staff's references, the State will use the ratings to score the Key Staff.

Instructions to Bidder: Complete Part A, items 1-8 of this Key Staff Reference Form, attach the corresponding Key Staff Qualifications Form and send to references to complete Part B, items 10-13. Once the Key Staff Reference Form is completed, the Bidder must submit it with its proposal.

The Bidder must complete and submit a Key Staff Reference Form for each of the projects cited on the corresponding Key Staff Qualification Form.

Instructions to the Key Staff's Reference: Complete Part B, items 10-13 of this form using the rating scale in "Reference Satisfaction Rating" field (item 9). Rate your satisfaction with the Key Staff who performed the services described in item 8, Project Description & Key Staff's role on the project, and confirm that the information in Part A is consistent and corresponds with the corresponding Key Staff Qualification Form attached. Complete the bottom of this Attachment and return the form to the Bidder.

PART A: TO BE COMPLETED BY BIDDER		
1	Bidder:	
2	Key Staff Name:	
3	Project Name:	
4	Name of Company for whom the Project was completed:	
5	Contact Name and Information of the Key Staff's Reference:	
6	Key Staff's Start and End Dates on the Project:	
7	Contract Amount:	\$
8	Project Description & Key Staff's role on the project:	

PART B: TO BE COMPLETED BY KEY STAFF'S REFERENCE					
9	<u>Reference Satisfaction Rating:</u> Using the following scale to rate the Key Staff's overall performance on the services provided: 0 = Unsatisfactory, 3 = Marginal, 5 = Satisfactory, 8 = Exceeds Expectations Circle only one number for each question (10-13) below.	Reference Ratings			
10	How would you rate the individual's overall performance?	0	3	5	8
11	How would you rate the individual's effectiveness at communicating (orally and in writing) with project members and stakeholders?	0	3	5	8
12	How would you rate the individual's effectiveness in dealing with conflicting priorities?	0	3	5	8
13	How would you rate the individual's effectiveness in the role they were in for the cited project?	0	3	5	8

By completing this reference form, I declare the following:

1. I have reviewed the information contained in Part A, items 1-8 above, and the corresponding Key Staff Qualifications Form and the information is true and correct;
2. I am/was employed by the company for whom the project was completed; and
3. I performed a management or supervisory role on the cited project.

TO BE COMPLETED BY PROPOSED KEY STAFF'S REFERENCE	
Reference Signature:	
Printed Name:	
Date:	
Reference Title or role on the project:	
Email: (If the e-mail address is not from the company listed in box 4 above, provide a reason why)	
Phone:	

ATTACHMENT 15.5: TECHNICAL LEAD - QUALIFICATIONS FORM

The Bidder may use multiple projects to meet the total experience required for each mandatory experience and, if applicable, desirable experience. A separate form must be completed for each project cited.

TECHNICAL LEAD #1 QUALIFICATIONS FORM		
1	Bidder:	
2	Key Staff Name:	
3	Project Name:	
4	Name of Company for whom the Project was completed:	
5	Contact Name and Information of Proposed Staff's Reference:	
6	Staff Start Date (MM/DD/YYYY):	
7	Staff End Date (MM/DD/YYYY):	
8	Key Staff Work Schedule	☐ Full-time ☐ Part-time
9	Project Description:	
10	Contract Amount:	\$
11	Documenting instructions when a minimum number of years of experience is required. For each mandatory experience listed below, • Check "Yes" if the total years of experience was met on this referenced project; or • Check "Partial" if fewer than the total years of experience was met on this referenced project; or	

TECHNICAL LEAD #1 QUALIFICATIONS FORM	
	• Check "No" if none of the experience was met on this referenced project. If "Partial" or "Yes" is checked, enter the years and/or months of "Experience gained on this referenced project" and describe the Key Staff's role and responsibilities performed on the project in the "Description of services provided" field. The Bidder must ensure that each description clearly addresses how the work performed on the project meets each of the minimum qualification components of the Mandatory Experience Requirement, as defined in each of the requirements.

Number	Requirement Classification	Experience Requirement	Total Experience Required	Experience gained on this cited Project
12	Mandatory (M)	Experience in a technical lead or architect role, directly responsible for the design, development, and implementation of integrated IT solutions with a. At least 5,000 users (internal and external users combined) b. At least 5 million data records c. Multi-tier (n-tier) architecture d. High availability environments (e.g., clustering, load balancing)	4 Years	☐ Yes Yr. ____ Mo. ____ ☐ Partial Yr. ____ Mo. ____ ☐ No
Provide a description of the proposed Key Staff's role and responsibilities performed on the cited project and how they meet this requirement: 1. Number of users (internal and external users combined) for this project's solution: _____ 2. Number of data records for this project's solution: _____				

Number	Requirement Classification	Experience Requirement	Total Experience Required	Experience gained on this cited Project
	3. Provide details of the Multi-tier (n-tier) architecture: 4. Provide the high availability environments:			

Number	Requirement Classification	Experience Requirement	Total Experience Required	Experience gained on this cited Project
12A	Mandatory (M)	Experience leading a team of at least five (5) FTE resources.	3 Years of Box 12	☐ Yes Yr. ____ Mo. ____ ☐ Partial Yr. ____ Mo. ____ ☐ No
	Provide a description of the proposed Key Staff's role and responsibilities performed on the cited project and how they meet this requirement:			

Number	Requirement Classification	Experience Requirement	Total Experience Required	Experience gained on this cited Project
13	Mandatory (M)	Experience as a Salesforce application developer implementing solutions, including three (3) or more of the following: a. Apex b. Lightning Web Components	3 Years	☐ Yes Yr. ____ Mo. ____ ☐ Partial Yr. ____ Mo. ____ ☐ No

Number	Requirement Classification	Experience Requirement	Total Experience Required	Experience gained on this cited Project
		c. Salesforce Object Query Language (SOQL) d. Salesforce Object Search Language (SOSL) e. RESTful API development and integration f. Salesforce Service Cloud and Marketing Cloud		
Provide a description of the proposed Key Staff's role and responsibilities performed on the cited project and how they meet this requirement: Check all that apply: ☐ Apex – Describe Apex work performed. ☐ Lightning Web Components – Describe LWC work performed. ☐ SOQL – Describe use of SOQL. ☐ SOSL – Describe use of SOSL. ☐ RESTful API – Describe API development/integration. ☐ Service Cloud / Marketing Cloud – Describe work in these platforms.				

Number	Requirement Classification	Experience Requirement	Total Experience Required	Experience gained on this cited Project
14	Mandatory (M)	Bachelor's degree Experience in lieu of a Bachelor's degree is acceptable. Mark	Attach a copy	☐ Bachelor's degree ☐ Years of

Number	Requirement Classification	Experience Requirement	Total Experience Required	Experience gained on this cited Project
		accordingly to the right and see box 14A if claiming experience in lieu of a bachelor's degree.		experience substitution (must fill out box 14A)

Number	Requirement Classification	Experience Requirement	Total Experience Required	Is experience gained on this cited Project
14A	Mandatory (M)	Experience in lieu of a Bachelor's degree: If staff person does not have a bachelor's degree, four (4) additional years of mandatory experience from requirement #13 above can be submitted in lieu of the bachelor's. A total of 7 years experience will be required in order to meet requirement #13 and this requirement. Experience cited in lieu of education requirements may have occurred at any time during the staff person's career, but must not overlap with experience cited to meet requirement #13.	Additional 4 years of requirement #13 experience	☐ Yes Yr. ____ Mo. ____ ☐ Partial Yr. ____ Mo. ____ ☐ No
		Provide a description of the proposed Key Staff's role and responsibilities performed on the cited project and how they meet this requirement:		

Number	Requirement Classification	Experience Requirement	Total Experience Required	Is proposed staff person claiming this experience requirement
15	Desirable Scored (DS)	Provide a copy of Master's Degree. Experience in lieu of a master's degree will not be accepted.	Attach a copy 5 Points	☐ Yes ☐ No

Number	Requirement Classification	Experience Requirement	Total Experience Required	Is proposed staff person claiming this experience requirement
16	Desirable Scored (DS)	Information Technology Infrastructure Library (ITIL) certified.	Attach copy of certificate 5 Points	☐ Yes ☐ No

Number	Requirement Classification	Experience Requirement	Total Experience Required	Copy of the following certification(s) has been attached
17	Desirable Scored (DS)	Provide a copy of one (1) or more active technical certifications in the following : a. Salesforce Certified Administrator b. Salesforce Service Cloud Consultant c. Salesforce Marketing Cloud Administrator d. Salesforce Data Architect e. Salesforce Platform App Builder f. Salesforce Platform	Attach copy of Certificate(s) 1 point per certification. Up to 5 total points possible.	☐ Salesforce Certified Administrator ☐ Salesforce Service Cloud Consultant ☐ Salesforce Marketing Cloud Administrator ☐ Salesforce Data Architect ☐ Salesforce Platform

Number	Requirement Classification	Experience Requirement	Total Experience Required	Copy of the following certification(s) has been attached
		Developer II g. Salesforce Architect		App Builder ☐ Salesforce Platform Developer II ☐ Salesforce Architect

ATTACHMENT 15.6: TECHNICAL LEAD - REFERENCE FORM

Purpose: Based on the satisfaction ratings received from the proposed Key Staff's references, the State will use the ratings to score the Key Staff.

Instructions to Bidder: Complete Part A, items 1-8 of this Key Staff Reference Form, attach the corresponding Key Staff Qualifications Form and send to references to complete Part B, items 10-13. Once the Key Staff Reference Form is completed, the Bidder must submit it with its proposal.

The Bidder must complete and submit a Key Staff Reference Form for each of the projects cited on the corresponding Key Staff Qualification Form.

Instructions to the Key Staff's Reference: Complete Part B, items 10-13 of this form using the rating scale in "Reference Satisfaction Rating" field (item 9). Rate your satisfaction with the Key Staff who performed the services described in item 8, Project Description & Key Staff's role on the project, and confirm that the information in Part A is consistent and corresponds with the corresponding Key Staff Qualification Form attached. Complete the bottom of this Attachment and return the form to the Bidder.

PART A: TO BE COMPLETED BY BIDDER		
1	Bidder:	
2	Key Staff Name:	
3	Project Name:	
4	Name of Company for whom the Project was completed:	
5	Contact Name and Information of the Key Staff's Reference:	
6	Key Staff's Start and End Dates on the Project:	
7	Contract Amount:	\$
8	Project Description & Key Staff's role on the project:	

PART B: TO BE COMPLETED BY KEY STAFF'S REFERENCE					
9	<u>Reference Satisfaction Rating:</u> Using the following scale to rate the Key Staff's overall performance on the services provided: 0 = Unsatisfactory, 3 = Marginal, 5 = Satisfactory, 8 = Exceeds Expectations Circle only one number for each question (10-13) below.	Reference Ratings			
10	How would you rate the individual's overall performance?	0	3	5	8
11	How would you rate the individual's effectiveness at communicating (orally and in writing) with project members and stakeholders?	0	3	5	8
12	How would you rate the individual's effectiveness in dealing with conflicting priorities?	0	3	5	8
13	How would you rate the individual's effectiveness in the role they were in for the cited project?	0	3	5	8

By completing this reference form, I declare the following:

1. I have reviewed the information contained in Part A, items 1-8 above, and the corresponding Key Staff Qualifications Form and the information is true and correct;
2. I am/was employed by the company for whom the project was completed; and
3. I performed a management or supervisory role on the cited project.

June 2, 2026

TO BE COMPLETED BY PROPOSED KEY STAFF'S REFERENCE	
Reference Signature:	
Printed Name:	
Date:	
Reference Title or role on the project:	
Email: (If the e-mail address is not from the company listed in box 4 above, provide a reason why)	
Phone:	

ATTACHMENT 16: NARRATIVE RESPONSE

The Bidder must provide comprehensive strategies for the ongoing support, maintenance, and operational management of Salesforce Service Cloud, Marketing Cloud, and related applications within the Employment Development Department (EDD) Salesforce Org(s).

In preparing a response to this Narrative, the Bidder must not merely restate or paraphrase the contents of this solicitation or Statement of Work (SOW). The descriptions and explanations must be detailed, specific, and reflective of the Bidder's actual proposed approach for service delivery.

Responses will be evaluated as stated in [SECTION 6. EVALUATION](#). The Bidder's narrative response must not exceed one hundred twenty (120) pages, including appendices and attachments, and must use Century Gothic typeface no smaller than twelve (12) points font, with headers/footers and table/figures no smaller than ten (10) point font with one-inch margins. Any content beyond the 120-page limit will not be evaluated.

The response descriptions and explanations should be straightforward, detailed, and precise. Responses will be evaluated as stated in [SECTION 6. EVALUATION](#).

Each Narrative Response must adhere to the instructions specified in [SECTION 3.1.5.2. NARRATIVE REQUIREMENTS \(MS\)](#), contain the content as shown on this Attachment, and include the following:

1. Table of Contents (not included in page limit)
2. Separate headings to delineate sections (aligned with the Table of Contents)
3. Formatting to ensure greater ease of evaluation, by:
 - a. Use of bold headings and sub-headings to easily locate information
 - b. Use of sub-headings or bullets to address each requirement or element listed for each narrative
 - c. Use of tables for each project described to summarize relevant information
 - d. Use of tables to highlight other relevant content for the narrative sub-sections
 - e. Use of graphics to enhance readability of response
 - f. Avoid use of acronyms
 - g. Provide glossary at the end of each narrative if non-standard terminology is used

#	Description	Maximum Points Available
1	<u>Staff Loading Strategy</u>	46

#	Description	Maximum Points Available
	The Bidder shall provide a detailed staffing strategy to support the full scope of ongoing M&O services across the EDD's Salesforce Org(s). Bidder must include details for the following: a. Key Roles and Responsibilities: Define ongoing M&O roles, including but not limited to such as Engagement Manager, Project Manager, Technical Lead, Support Staff Team. b. Resource Allocation Plan: Identify level-of-effort and allocation across roles for various M&O functions including incident management, platform updates, Security patching and remediation, CI/CD support, Code scanning and versioning. c. Resource Scheduling and Coverage: Provide details on how support coverage (e.g., business hours, after-hours, weekends) will be managed across shifts or time zones. Indicate escalation paths. d. Contingency and Redundancy Planning: Identify risks, develop plans for resource shortfalls, and establish a buffer for critical resources.	
2	<u>Onboarding and M&O Transition Strategy</u> The Bidder shall describe their plan for onboarding and transition-in activities to assume full operational responsibilities within the EDD environment. This plan must include: a. Initial Knowledge Acquisition: Explain how the Bidder will review existing architecture, system documentation, integration points, job schedules, SSO configurations, and business workflows. b. Stakeholder Engagement: Describe how knowledge transfer will occur with current Contractors or state teams, including shadowing, walkthroughs, and Q&A sessions. c. Environment Stabilization: Outline plans for system health checks, performance assessments, and defect triage as part of taking over support responsibilities. d. Documentation Review and Update: Describe your approach to validating and updating runbooks, interface inventories, incident logs, and configuration guides as part of onboarding.	46

#	Description	Maximum Points Available
3	<u>Transition of Operation to New Contractor or to State</u> Bidder shall describe the plan for Transition of Operation to New Contractor or to State. The Bidder must include details for the following: a. Knowledge transfer processes b. Monitoring and performance evaluation methods c. User feedback collection and analysis d. Continuous improvement plan	46
4	<u>Training and Support Readiness Strategy</u> The Bidder shall define their approach to continuous training and knowledge enablement for EDD staff and end users throughout the M&O period. Bidder shall provide a Training and Support Readiness strategy to ensure that both internal support teams and users are equipped to utilize and manage Salesforce applications effectively during the M&O period. The strategy must include: a. Training and Support: Conduct training, provide manuals, set up help desk, establish escalation procedures. b. Documentation and Self-Service Materials: Outline the development and maintenance of user guides, FAQs, release notes, and training documentation. c. End User Awareness and Education: Strategy for educating business users on key changes, new features, or updated functionality (especially related to Service Cloud and Marketing Cloud). d. Metrics and KPIs: Identify how training effectiveness and user readiness will be measured and reported (e.g., adoption, ticket volumes, user satisfaction).	46
5	<u>Operational Support and Service Delivery Strategy</u> The Bidder shall provide a detailed strategy for delivering ongoing maintenance and operations services across all Salesforce applications within the EDD environment. This strategy must include: 1. Service Continuity and SLA Compliance	114

#	Description	Maximum Points Available
	a. Approach to meeting the Service Level Agreements (SLAs) defined in SECTION 30. SERVICE LEVEL AGREEMENTS (SLAS). b. Monitoring and escalation processes to track response and resolution timeframes. c. Use of reporting tools and dashboards to provide real-time SLA visibility. 2. Break-Fix and Incident Management a. Processes for triaging and resolving production incidents. b. Classification of incidents by severity, communication protocols, and defined resolution timelines. c. Ongoing root cause analysis, incident trend reporting, and remediation planning. 3. Upgrades, Patches, and Change Management a. Describe how Salesforce platform upgrades, patch releases, and environmental updates (e.g., APIs, libraries) will be managed. b. Include strategies for performing corrective, adaptive, and perfective changes, with associated testing, regression checks, documentation, and release planning. c. Integration of change control with version management and rollback capabilities. 4. Proactive Maintenance and Technical Debt Management a. Strategy to use periods of lower incident volume for: i. Proactive identification and remediation of technical debt. ii. Preventative maintenance to reduce future incident risks. b. Coordination with EDD product owners and business leads for prioritization. 5. Test Activities and System Validation a. The Bidder shall detail how test activities will be supported during all M&O tasks 6. Release Management and Agile Cadence a. Describe the release planning and execution model, including monthly	

#	Description	Maximum Points Available
	deployments, regression testing, and post-release validation. b. Identify how Agile methodology will be applied to manage changes, sprint cycles, and reporting of completed work (e.g., Agile artifacts such as sprint backlogs, user stories, and burn-down charts). 7. Security and Compliance Support a. Describe how the Contractor will support security best practices, periodic vulnerability scanning, code quality audits, IAM updates, and compliance with internal and industry security standards. 8. API and Integration Management a. Support and lifecycle management of interfaces in SECTION 15. PROJECT (CONTRACTOR) TASKS AND DELIVERABLE REQUIREMENTS b. Ensuring integration compatibility during Salesforce upgrades or endpoint changes. c. Versioning, monitoring, and documentation of API endpoints. 9. Cost Optimization Strategy a. How the Bidder's operational approach reduces avoidable costs through platform familiarity, reduced rework, and minimized incident recurrence. b. Strategies for optimizing Salesforce license utilization, including role rationalization, usage based adjustments, and avoidance of unnecessary license expansion. c. Use of automation and platform native capabilities to reduce manual effort, stabilize operations, and lower the long term cost curve, with preference for solutions built using standard Salesforce functionality rather than custom packages or non-standard components, ensuring maintainability and ease of transition.	
6	<u>System Improvements Strategy</u> 1. Describe your end to end strategy for executing System Improvement Activities across the full delivery lifecycle, including requirements gathering, solution design, development, unit testing, and deployment planning. Your response	113

#	Description	Maximum Points Available
	should clearly address the following: a. Delivery Approach: How you will manage and execute product backlog items, including prioritization, sprint planning, and iterative delivery. b. Requirements & Design: Your approach to stakeholder engagement, requirement elicitation, validation, and translation into scalable solution designs. c. Development & Quality Assurance: Development methodology, coding standards, unit testing practices, and overall quality control measures. d. Deployment & Release Management: Strategy for release planning, environment management, and minimizing risk during deployments. e. Integration Strategy: How you will ensure effective integration with other subsystem modernization efforts, including dependencies and cross-team coordination. f. Staffing Model: Proposed team structure, roles, and how resources will be aligned to support ongoing system improvements and backlog execution. g. Automation & Delivery Efficiency: Describe the tools, frameworks, and approaches you will use to improve delivery efficiency and quality, prioritizing Salesforce native capabilities and standard development practices over proprietary or non-standard solutions. Explain how these approaches will remain maintainable and transparent to EDD, without any proprietary dependencies. 2. An explanation of how the Bidder will ensure continuous performance optimization and reduction of technical debt as part of ongoing improvement efforts. 3. A detailed and structured testing strategy, including system, integration, regression, and user acceptance testing, with emphasis on test automation, coverage, and quality gates used to validate system improvements prior to release. 4. A description of the defect management process, including tools and workflows used to identify, prioritize, track, resolve, and verify defects across the lifecycle. 5. A detailed description of how system improvements will be incorporated into the existing release management process, including version control practices,	

#	Description	Maximum Points Available
	environment strategy, deployment automation, rollback planning, and post-release validation.	

ATTACHMENT 17: GLOSSARY OF TERMS

Definitions, Acronyms, and Abbreviations

Term/Acronym	Definition
Accounting & Compliance Enterprise System/ACES	An integrated tax system used to perform accounting, audit, collection, and data warehouse activities for the employment tax program.
Agency/State entity	Agency: When used in lower case (agency), refers to any office, department, board, bureau, commission or other organizational entity within state government. When capitalized (Agency), refers to one of the state's umbrella Agencies. Umbrella Agencies include the Natural Resources Agency, California Environmental Protection Agency, Government Operations Agency, Business Consumer Services and Housing Agency, California Department of Corrections and Rehabilitation, California State Transportation Agency, Labor Agency and the California Health and Human Services Agency. State Entity: Includes any entity within the executive branch that is under the direct authority of the Governor, including, but not limited to, all agencies, departments, boards, bureaus, commissions, councils, institutions, offices, or other distinct governmental organization not specifically exempted from adherence to the legal and regulatory requirements related to information security and privacy set forth herein.
Agreement	A legally binding obligation or contract by whatever name known or in whatever format used (including purchase orders), between the State and another entity, public or private, for the provision of goods or services.
Application Programming Interface/API	A defined programming interface that allows interactions between applications.
Bidder	1. A supplier who submits, or has identified their intention to submit, a bid to the State in response to a solicitation. 2. An individual, sole proprietorship, firm, partnership, corporation, or any other business venture that responds to a solicitation.

Term/Acronym	Definition
California Department of Technology/CDT	CDT is the guardian of public data, a leader in IT services and solutions, and has broad responsibility and authority over all aspects of technology in California state government, including policy formation, inter-agency coordination, IT project oversight, information security, technology service delivery, and advocacy.
California Unemployment Insurance Appeals Board/CUIAB	The independent administrative court employs Administrative Law Judges (ALJ) to review and render a decision on EDD UI and DI benefit determinations.
Commercial Off-The-Shelf (COTS) Software	A computer hardware or software product that is ready-made for specific uses and available for sale to the general public. COTS products are designed to be installed without requiring custom development. For example, Microsoft Office is a COTS product that is a packaged software solution for businesses and individuals. The set of rules for COTS is defined by the Federal Acquisition Regulation (FAR).
Contract	A legally binding obligation or agreement by whatever name known or in whatever format used (including purchase orders), between the State and another entity, public or private, for the provision of goods or services.
Contractor	The business entity with who the State enters into a contract.
Custom Solution	Typically, computer software developed for a specific customer to accommodate the customer's particular requirements, preferences, and expectations.
Disability Insurance/DI	A component of the Disability Insurance (DI) program that provides partial wage replacement benefits to eligible California workers who are unable to work due to a non-work-related illness, injury, or pregnancy.
Document Locator Number/DLN	A unique identifier for a document in EDD's Document Management System.
Document Management System/DMS	EDD system to scan, image, capture, and purify data from both paper and electronic communications.
Employment Development Department/EDD	A State agency that offers a wide variety of services to millions of Californians under the Job Service, Unemployment Insurance (UI), Disability Insurance (DI), Workforce Investment, and Labor Market

Term/Acronym	Definition
	Information programs. As California’s largest tax collection agency, the EDD also handles the audit and collection of payroll taxes and maintains employment records for California workers.
Functional Requirements	Functional requirements represent the business objectives, needs and outcomes of all stakeholders. They should be organized and presented in context of and with a baseline business process/workflow that they describe. They provide a description of what an enabling solution should provide and specifies essential details of a solution for stakeholders as a means to express and manage expectations. They describe actions and operations that the solution must be able to perform. They can describe services, reactions, and behaviors of the solution. They also describe information the solution will manage. The requirements should be expressed in business terms and should not include any technical references. The requirement should identify “what” is required to meet the business objective, not “how” the requirement will be implemented.
Immaterial Deviation	A deviation can be accepted by the State when it is determined to be of such a minor concern that it carries little or no importance, and by accepting it, it doesn't provide the bidder with any material advantage over other bidders. Example: A bidder referenced the wrong page in their supporting technical literature. The bidder directed the evaluator to page 4 and the correct page should have been page 5.
Material Deviation	A deviation in the bid response that cannot be accepted by the State because it is not in substantial accord with the solicitation requirements, provides an advantage to one bidder over other bidders, or has a potentially significant effect on the delivery, quantity, or quality of items bid, amount paid to the Contractor, or on the cost to the State. Material deviations cannot be waived. Example: The solicitation required a system that would serve 500 users and the bidder only offered a system that would serve 250 users.
Modified Off-The-Shelf	Typically, a COTS product with source code made available to the

Term/Acronym	Definition
(MOTS) Software	purchaser to allow for modifications. The product may be customized by the purchaser, by a vendor, or by another party to meet the requirements of the customer. Since MOTS product specifications are written by external sources, purchasers may not have control of future changes to the product.
Non-Functional Requirements	Non-functional requirements provide criteria to evaluate the operation of an enabling solution and primarily represent qualities of (expectations and characteristics) and constraints on (e.g., governmental regulations) the solution. They capture conditions that do not directly relate to the behavior or functionality of the solution, but rather describe environmental conditions of an effective solution or productive qualities of the solution. Mid-level non-functional requirements also define quality of service requirements, such as those relating to required capacity, speed, security, privacy, availability, response time, throughput, usability, and the information architecture and presentation of the user interfaces.
Open Source Software/ Code	Software that includes distribution terms that comply with the following criteria provided by the Open-Source Initiative. The open source definition used here is from the Open Source Initiative and is licensed under a Creative Commons Attribution 2.5 License (http://creativecommons.org/licenses/by/2.5/) 1. Free Redistribution: The software can be given as part of a package with other applications; 2. Source Code: The code must either be distributed with the software or easily accessible; 3. Derived Works: The code can be altered and distributed by the new author under the same license conditions as the product on which it is based; 4. Integrity of the author's source code: Derived works must not interfere with the original author's intent or work; 5. No discrimination against persons or groups; 6. No discrimination against fields of endeavor: Distributed software cannot be restricted in who can use it based on their intent; 7. Distribution of license: The rights of the program must apply to all to whom the program is re-distributed without need for an additional license;

Term/Acronym	Definition
	8. License must not be specific to a product; Meaning that an operating system product cannot be restricted to be free only if used with another specific product; 9. License must not contaminate other software; and 10. License must be technology-neutral.
Priority Level 1 Incident/ PL1	A Priority Level 1 Incident results in one or more of the following, and there is no workaround or no workaround acceptable to the EDD: • Has a significant business impact, such as high cost or damage potential. • Impacts availability of the system because of a complete system outage and/or is detrimental to the majority of the system performance. • Impacts critical functionality, such as the issuance of payments and/or causes improper payments. • Impacts business processes and the error prevents further execution of the remaining processes in a logical set of business processes impacting the complete processing of a claim, such as performing eligibility determinations. • Compromises system safeguards and protection of confidential information (e.g., Personally Identifying Information, etc.) or integrity of the system.
Priority Level 2 Incident/ PL2	A Priority Level 2 Incident results in one or more of the following, and there is no workaround or no workaround acceptable to the EDD: • Impacts business processes creating partially correct results that would potentially have cost or damage to the State. • Impacts the timely payment of benefits and denials and/or degrades the State's performance ability to meet federal performance measures and/or State level agreements. • Impacts the establishment and/or collection of overpayments. • Causes a loss of data or data integrity.
Project/Transitional	Project/transition requirements describe capabilities that the solution must

Term/Acronym	Definition
Requirements	have in order to facilitate the transition from the current state of the enterprise to a desired future state. Mid-level project/transition requirements are differentiated from other requirement types because they are usually temporary in nature and will not be needed once the transition is complete. They typically cover process requirements imposed through the Contract, such as mandating a particular design method, administrative requirements, data conversion and migration from existing systems, interfaces, skill gaps that must be addressed, and other related changes required to reach the desired future state.
Proposal	An offer made in response to a Request for Proposals (RFP). Also referred to as a Bid and response.
Real time	Real-time data integration involves processing and transferring data as soon as it's collected. The process may take a few seconds.
Responsive Bidder	A bidder whose solicitation response is compliant with the solicitation requirements and indicates performance without material deviation from the terms and conditions of the proposed contract.
Responsible Bidder	A bidder who is fully capable of performing the contract. Considerations include a supplier deemed to satisfactorily demonstrate some or all of the following pertinent to the specific transaction: 1. Adequate financial resources or the ability to obtain the resources required to perform the contract; 2. An adequate cost accounting system; 3. The capability to comply with the required or proposed delivery or performance schedule considering all existing commitments; 4. A satisfactory record of performance; 5. A satisfactory record of integrity; 6. Qualified and eligible to receive an award under all applicable laws and regulations; and/or

Term/Acronym	Definition
	7. Necessary organization, experience, operational controls and technical skills (or the ability to obtain them).

EXHIBIT A: STATEMENT OF WORK



Request For Proposal (RFP)

3475

EXHIBIT A: STATEMENT OF WORK (SOW)

FOR

EDD Salesforce M&O

June 2, 2026

Issued by:

STATE OF CALIFORNIA

Employment Development Department

1416 9th St. Sacramento, CA 95814

Part 1 of the solicitation template contains the Bidder and bidding instructions, proposal form instructions, solution requirements and instructions, and all other instructional/compliance information that the Bidder must meet in order to be considered responsive and responsible to the solicitation.

Part 2 of the solicitation template contains all forms a Bidder must complete and return with its Final Proposal, including administrative forms, qualification forms, requirement responses and all exhibits/attachments discussed in Part 1.

Disclaimer: The original PDF version and any subsequent solicitation addendums released by the

Procurement Officer of this solicitation remain the official version. In the event of any inconsistency between the Bidder's versions, articles, attachments, specifications or provisions (which constitute the Contract), the official State version of the solicitation in its entirety shall take precedence.

1. BACKGROUND AND PURPOSE

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

The EDD's mission is to enhance California's prosperity and economic growth by delivering valuable and innovative services to meet the changing needs of employers, personnel, and those seeking employment. The Information Technology Branch (ITB) supports this mission by engineering and maintaining IT services to support employers, employees, and job seekers in the State of California.

The purpose of this Statement of Work (SOW) is to define the scope of work for the Contractor, which includes delivering ongoing maintenance, operational support, and updates for the Salesforce EDD Orgs. This includes, but is not limited to, the Salesforce CA-EDD Org, Contact Center Org, UI Claims Org. Additionally, the Contractor will be responsible for procuring and managing Salesforce licenses required for these EDD Salesforce Orgs as part of the overall engagement.

1.1. OBJECTIVE

The objective of this Statement of Work (SOW) is to define the Contractor's responsibilities in delivering ongoing maintenance, operational support, and updates for the systems maintained within the Salesforce Org's listed below:

1. CA-EDD Org
2. Contact Center Org
3. EDD UI Claims Org

The details about the applications within the respective Salesforce Orgs are provided in [SECTION 15. PROJECT \(CONTRACTOR\) TASKS AND DELIVERABLE REQUIREMENTS](#). The Contractor will ensure the successful implementation of system updates, provide operational support, optimize system performance, and manage the Software Development Lifecycle (SDLC) to maintain high-quality and efficient service delivery. Additionally, the Contractor will maintain integrations between Salesforce Orgs and external systems, ensuring seamless data flow, and conduct knowledge transfer activities to equip EDD staff with the necessary skills and expertise for continued operational success. The Contractor will also be responsible for the procurement and management of Salesforce licenses for the supported orgs, ensuring alignment with system requirements and user needs.

2. DESCRIPTION OF PROPOSED NEW SYSTEM OR SERVICE

The Contractor will take ownership for the following:

- A. Provide Salesforce licenses as described in the [EXHIBIT C: COST WORKBOOK](#).
- B. Implement updates and provide ongoing maintenance, along with operational support that includes proactive system monitoring, performance tuning, user assistance, incident response within defined SLAs, regular health checks and documentation updates for existing applications and systems within each Salesforce Org.
- C. Implement system updates, including decisive bug fixes and performance optimizations to ensure continuous improvement.
- D. Lead and manage all phases of the Software Development Lifecycle (SDLC), from comprehensive requirements gathering to deployment, rigorous testing, and post-deployment support.
- E. Maintain the integration processes between these Salesforce Orgs and external systems, guaranteeing seamless data flow and system interoperability.
- F. Implement adaptive maintenance and apply security fixes to ensure ongoing compliance with the security standards outlined in [SECTION 19. SECURITY](#).
- G. Ensure that all deliverables consistently meet agreed-upon standards and best practices, thereby optimizing the effectiveness and efficiency of the Salesforce Orgs and their associated applications.
- H. Conduct thorough knowledge transfer activities for EDD staff and its designees, ensuring that all EDD resources are fully trained and equipped with essential knowledge for operational success.

See [SECTION 15. PROJECT \(CONTRACTOR\) TASKS AND DELIVERABLE REQUIREMENTS](#) for more details.

3. TERM OF CONTRACT

Effective upon approval of CDT, Office of Statewide Technology Procurement (OSTP), the base term of the Contract is two (2) years.

The State, at its sole discretion, may exercise its option to execute two (2), one-year extensions to perform for a maximum Contract term of four (4) years.

The Contractor shall not be authorized to deliver goods or commence performance of services described in this Agreement prior to the effective date. Any delivery of goods or performance of services by the Contractor that is commenced prior to the effective date shall be at no cost to the State.

The State is not obligated to use any or all of these options. The Agreement is of no effect unless approved by CDT and no work shall begin before full execution of the Agreement.

4. AMENDMENT

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

Modifications to [EXHIBIT B1: BACKLOG](#) list will be negotiated based upon pricing for small, medium, and large levels of effort as stated in [EXHIBIT C: COST WORKBOOK](#), tab F, System Improvement Activities and incorporated at time of utilization of Optional Years.

5. LOCATION & AVAILABILITY

The Contractor shall provide the services described in this Statement of Work (SOW) during normal State business hours, which are 8AM to 5PM PT, Monday through Friday, excluding State holidays. However, the Contractor may be required to provide support beyond the normal business hours, as required to successfully provide contracted services. State holidays are listed on the [California Department of Human Resources \(Cal HR\) website](#) and are subject to change.

All Contractor work must be performed at the EDD Headquarters, remotely or a combination of these locations. The proposed contractor staff shall be based in the United States. Work locations must be approved by the EDD Contract Manager via written communication.

Remote work is not guaranteed, and, in the event onsite services are required, the EDD Contract Manager will provide five (5) business days advance notice to the Contractor to perform work at these locations below.

Location Name	Location Address
Employment Development Department - Headquarters	1416 9th Street, Sacramento, CA 95814
Employment Development Department - Sacramento Location	9815 Goethe Rd, Sacramento, CA 95827
Employment Development Department – Sacramento Location	9323 Tech Center Dr, Sacramento, CA 95826

6. CONTRACT CONTACTS

The EDD shall designate a sole point of contact (SPOC) who shall give direction to the Contractor concerning the assigned tasks. The SPOC will work collaboratively with the Information Technology

Branch (ITB) Management Team, Program Managers, Functional Managers, and technical staff to ensure that all deliverables are satisfactorily completed. The SPOC shall be the Contract Monitor who shall ensure that all contract activities are conducted in accordance with State law and regulations; oversee processes and procedures; monitor Contractor compliance with the Contract and resolve issues. Changes to points of contact can be made by written notice without amending this Contract.

EDD Contract Monitor:	Contractor Representative:
Name: TBD	Name: TBD
Title: TBD	Title: TBD
Address: TBD	Address: TBD
City, St, Zip: TBD	City, St, Zip: TBD
Email: TBD	Email: TBD
Phone: TBD	Phone: TBD

7. SOLUTION REQUIREMENTS

The solution requirements can be found in [EXHIBIT B: FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS](#). As part of the project, it is the responsibility of the Contractor to validate all the Functional and Non-Functional Requirements as described in [EXHIBIT B: FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS](#).

[EXHIBIT B1: BACKLOG](#) includes system improvement requirements. The Contractor must commit to the current system improvement activities listed in [EXHIBIT B1: BACKLOG](#), along with small, medium, and large efforts for future improvement activities. See [SECTION 15.2. SYSTEM IMPROVEMENT ACTIVITIES](#) and [SECTION 15.2.1. Backlog Efforts](#) for more information.

8. STATE DATA CENTER OR CONTRACTOR HOSTED FACILITY ENVIRONMENT

Applications are hosted in various environments. The hosting details for each of the Org's applications and interfaces are provided in [SECTION 15. PROJECT \(CONTRACTOR\) TASKS AND DELIVERABLE REQUIREMENTS](#). The Contractor will not create a new hosting environment(s) for the applications. The State must follow CDT's Cloud First Policy, Technology Letter (TL) TL 14-04 (revision 08/2014, or latest version) and TL 17-06 (revision 08/2017, or latest version). All required hosting environments are within the Continental United States. The Contractor must deliver ongoing maintenance, operational support, and updates in the current Salesforce cloud environment in compliance with the provisions listed on the TECH 213 Standard Agreement, the State Administrative Manual (SAM) 4983 (revision 08/2017, or latest

version) and SAM 4983.1 as part of the Cloud Computing policy (revision 08/2020, or latest version).

9. STATE'S ROLES AND RESPONSIBILITIES

The State shall:

1. Designate a person to whom all Contractor communication may be addressed, and who has the authority to act on all aspects of the services. This person will review the SOW and associated documents with the Contractor to ensure an understanding of the responsibilities of both parties.
2. Provide all applicable policies and procedures regarding access to, and use of, EDD facilities; provide information as required by the Contractor to perform their responsibilities.
3. Make the EDD personnel available for assistance as required by the Contractor.
4. Arrange access to the EDD services, equipment and environments as needed for technical implementation utilizing state assets and Virtual Private Network (VPN).
5. Provide access to applicable information, including but not limited to technical documentation, program documentation, policy documentation and project work plans.
6. If onsite work is required, the EDD will provide onsite workspace, including desks, chairs, printer access, and Internet connections, as required.
7. Provide access to department staff and management, offices and operation areas, as required, to complete the tasks and activities defined under this Contract.
8. Review all Contractor work submitted to the EDD for completeness, accuracy, and adherence to standards and approve completed deliverables in accordance with the defined Acceptance criteria.

10. CONTRACTOR'S ROLES AND RESPONSIBILITIES

The Contractor shall:

1. Designate a single point of contact to whom all project communications may be addressed and who has the authority to act on all aspects of the services.
2. All Contractor's staff with access to the EDD data assets or personal data (including Personally Identifiable Information (PII)) shall undergo and clear a background investigation prior to that individual commencing any work.
3. Provide a signed [EXHIBIT E1: VENDOR CONTRACTOR CONFIDENTIALITY STATEMENT \(REV 05-23\)](#) prior to commencement of work on this Contract.
4. Ensure their current or future staff listed/working on this contract complete the EDD's online Information Security & Privacy Awareness Training.
5. Complete all project management tasks—including quality management, change control, communication management, risk and issue management, and schedule management.
6. Provide all electronic documents to EDD in a format compatible with EDD's standard applications

(Microsoft Word .docx, Microsoft Excel .xlsx, Microsoft PowerPoint .pptx, Microsoft Visio .vsdx, Adobe Acrobat .pdf, .JPG, .PNG, .csv, Sparx EA .EAP). The EDD Section Chief shall approve in writing any other format to be used by the Contractor.

7. Post electronic documents to an EDD designated electronic repository, i.e., a SharePoint site. The electronic document format and media shall be compatible with EDD storage devices.
8. Return all EDD property, including security badges, if issued, prior to termination of the Contract.
9. Meet with the EDD / ITB Team, at a minimum biweekly or a mutually agreed upon frequency, to discuss required activities and timeline.
10. Cooperate with any third-party contracted by the State to provide additional project support or oversight services.
11. Perform the services required under this Contract in a manner that will not disrupt the operational needs of the State.
12. Ensure staff obtain their own equipment necessary to perform the required services of this Contract if not provided by EDD.
13. Use assigned EDD email account for all communications associated to this Contract.
14. Comply with all requirements applicable in [EXHIBIT D: SPECIAL TERMS AND CONDITIONS \(REV 09-24\)](#) and [EXHIBIT E: PROTECTION OF CONFIDENTIALITY \(REV 08-25\)](#).
15. Comply with fingerprinting and background check of all the consultants per [EXHIBIT F: SAFEGUARDING CONTRACT LANGUAGE ADMINISTRATIVE REQUIREMENTS](#).

11. KEY STAFF QUALIFICATIONS AND SKILLS

The Contractor is fully responsible for all necessary staffing resources to successfully complete maintenance and operations. The Contractor is responsible for supplying Full Time Equivalent (FTE) named roles (as listed below) for the term of the Contract. The Contractor will augment the core team with the needed roles to complete the tasks and deliverables. All staff roles listed in this Contract and any replacement staff must meet and maintain the Staff Mandatory Qualifications for their appropriate role as outlined below throughout the term of the Contract.

The Contractor's proposed team must be scalable based on the required tasks and deliverables. The following project roles are required:

1. Engagement Manager
2. Project Manager
3. Technical Lead
4. Support Staff Team [one (1) or more resources]

The role of PM, Technical Lead and Support Staff Team must have separate assigned staff for each Salesforce Org discussed in [SECTION 15. PROJECT \(CONTRACTOR\) TASKS AND DELIVERABLE REQUIREMENTS](#). Each proposed Key Staff member should only fulfill a single role.

The Contractor is responsible for supplying seven (7) FTE named roles for the term of the Contract. The Contractor will augment the Key Personnel with the needed support staff to complete the tasks and deliverables. All Key Personnel listed in this Contract and any replacement Key Personnel shall meet and maintain the Staff Mandatory Qualifications for their appropriate role as outlined below throughout the term of the Contract.

All changes in staffing (adding, replacing, removing, etc.) require following the instructions outlined in [SECTION 12. KEY PERSONNEL CHANGES](#) of this SOW.

11.1. ENGAGEMENT MANAGER

The Contractor must provide an Engagement Manager whose responsibilities include managing the Contractor's team, managing customer communications, and serving as the primary point of contact for the completion of all tasks and deliverables for the overall Engagement.

Engagement Manager Mandatory Qualifications:

1. Five (5) years' Full-Time Equivalent (FTE) experience serving as a Delivery Manager or Support Manager in a Maintenance and Operations role.
 - a. At least three (3) years of the five (5) years directly managing a team of at least five (5) FTE resources.
2. Four (4) years FTE of experience performing schedule management, risk management, SLA management and problem/issue management.
3. One (1) year FTE experience must be from a Cloud-based Software as a Service (SaaS) development project(s).
4. Provide a copy of Bachelor's degree
 - a. If staff person does not have a bachelor's degree, four (4) additional years of mandatory experience from requirement #2 above can be submitted in lieu of the bachelor's. A total of 8 years experience will be required in order to meet requirement #2 and this requirement.
 - b. Experience cited in lieu of education requirements may have occurred at any time during the staff person's career, but must not overlap with experience cited to meet requirement #2.

Engagement Manager Desirable Qualifications

5. Provide a copy of Master's Degree.
6. Information Technology Infrastructure Library (ITIL) certified.
7. One (1) year of FTE experience working with California EDD systems.
8. One (1) year of FTE experience working with providing oversight on system maintenance and operations or development activities.

11.2. PROJECT MANAGER

The Contractor must provide a Project Manager whose responsibilities include managing the Contractor's project deliverables and serving as the primary point of contact for the task completion at the Salesforce Org Level.

Project Manager Mandatory Qualifications:

1. Five (5) years' FTE experience serving in a Project Manager (PM) or Scrum Master role for software implementation projects.
 - a. At least three (3) years directly managing a team of at least five (5) FTE resources.
2. Three (3) years FTE experience must be from Information Technology (IT) development project(s).
3. Provide a copy of at least one of the following active certifications:
 - a. Project Management Professional (PMP) through the Project Management Institute (PMI).
 - b. SAFe Scrum Master or Agile Certified Practitioner through the PMI
4. Provide a copy of Bachelor's degree
 - a. If staff person does not have a bachelor's degree, four (4) additional years of mandatory experience from requirement #2 above can be submitted in lieu of the bachelor's. A total of 7 years experience will be required in order to meet requirement #2 and this requirement.
 - b. Experience cited in lieu of education requirements may have occurred at any time during the staff person's career, but must not overlap with experience cited to meet requirement #2.

Project Manager Desirable Qualifications:

1. Provide a copy of Master's Degree.
2. Information Technology Infrastructure Library(ITIL) certified.
3. One (1) year of FTE experience working with California EDD systems.

11.3. TECHNICAL LEAD

The Contractor shall provide a Technical Lead who will be responsible for overseeing technical solution design, development leadership, integration strategy, and ensuring alignment with all tasks and deliverables at the Salesforce Org Level.

Technical Lead Mandatory Qualifications:

1. Four (4) years of FTE experience in a technical lead or architect role, directly responsible for the design, development, and implementation of integrated IT solutions with

- a. At least 5,000 users (internal and external users combined)
 - b. At least 5 million data records
 - c. Multi-tier (n-tier) architecture
 - d. High availability environments (e.g., clustering, load balancing)
 - e. At least three (3) years of the four (4) years leading a team of at least five (5) FTE resources.
2. Three (3) years FTE experience as a Salesforce application developer implementing solutions, including three (3) or more of the following:
 - a. Apex
 - b. Lightning Web Components
 - c. Salesforce Object Query Language (SOQL)
 - d. Salesforce Object Search Language (SOSL)
 - e. RESTful API development and integration
 - f. Salesforce Service Cloud and Marketing Cloud
3. Provide a copy of Bachelor's degree
 - a. If staff person does not have a bachelor's degree, four (4) additional years of mandatory experience from requirement #2 above can be submitted in lieu of the bachelor's. A total of 7 years experience will be required in order to meet requirement #2 and this requirement.
 - b. Experience cited in lieu of education requirements may have occurred at any time during the staff person's career, but must not overlap with experience cited to meet requirement #2.

Technical Lead Desirable Qualifications:

1. Provide a copy of Master's Degree.
2. Information Technology Infrastructure Library (ITIL) certified.
3. Provide a copy of one (1) or more active technical certifications in the following :
 - a. Salesforce Certified Administrator
 - b. Salesforce Service Cloud Consultant
 - c. Salesforce Marketing Cloud Administrator
 - d. Salesforce Data Architect
 - e. Salesforce Platform App Builder
 - f. Salesforce Platform Developer II
 - g. Salesforce Architect

11.4. SUPPORT STAFF TEAM

The Contractor is responsible for providing all staff necessary to complete the work under this Contract. The Contractor must provide a minimum of nine (9) support staff with at least one (1) of each in the

following roles:

1. One (1) Business Solution Analyst
2. One (1) Developer
3. One (1) DevOps Engineer
4. One (1) Quality Assurance Engineer

Upon contract award and during the term of this Contract, the Contractor must follow the process described in [SECTION 12. KEY PERSONNEL CHANGES](#).

12. KEY PERSONNEL CHANGES

The Contractor must commit to the continuing availability and participation of the Key Personnel, to the extent of the Contractor's control, for the duration of the contract or for their proposed period of involvement. Except in the case of a leave of absence, sickness, death, termination or resignation of employment or association, or other circumstances outside the reasonable control of the Contractor, the individuals designated to fill any of the Key Personnel roles in the Contractor's solicitation response shall not be removed by the Contractor from performing their assigned tasks without the prior written approval of the State. The EDD recognizes that a resignation or other events may cause team members to be unavailable. The EDD shall approve or deny all of the Contractor's proposed replacement team members designated to fill any one of the Key Personnel roles.

The Contractor must submit, for consideration of any additional or replacement staff, [EXHIBIT A1: ADD, DELETE, OR SUBSTITUTE STAFF REQUEST FORM](#), as well as for Key Personnel, outlined in [SECTION 11. KEY STAFF QUALIFICATIONS AND SKILLS](#) for the role that's being replaced to indicate how the proposed replacement Key Personnel meets or exceeds all of the minimum mandatory qualifications and any of the desirable qualifications that were evaluated as part of the award and the resulting Contract.

The steps to replace Contractor Key Personnel members are as follows:

1. If a Key Personnel notifies the Contractor that they will be leaving the project, the Contractor must notify the EDD Contract Monitor and EDD Section Chief or designee in writing within two (2) State business days after being notified, including the reason and substitutions made between submission of the Final Proposal and the actual start of the project, as well as staffing changes that may occur during the course of this Contract.
2. The Contractor must provide qualified Key Personnel replacement within fifteen (15) State business days from the date of notification to the EDD Contract Monitor and EDD Section Chief or designee.
3. In the event the Contractor is unable to find qualified Key Personnel replacement within the initial fifteen (15) State business days from date of notification to the EDD Contract Monitor and EDD

Section Chief or designee, the Contractor must submit a written request for an extension of another fifteen (15) business days to the EDD Contract Monitor and EDD Section Chief or designee.

- a. This request has to be made before the expiry of the first fifteen (15) State business days window and the EDD Contract Monitor and EDD Section Chief or designee has three (3) business days to respond.
 - b. No additional time will be given to the Contractor besides one extension.
 - c. If the Contractor is unable to replace a key staff, per [SECTION 30. SERVICE LEVEL AGREEMENTS \(SLAS\)](#)- Key Staff Replacement, SLA Liquidated Damages will kick in and an issue will be logged and resolved according to the project Risk and Issue management process.
4. The Contractor will submit [EXHIBIT A1: ADD, DELETE, OR SUBSTITUTE STAFF REQUEST FORM](#) for the proposed Key Personnel replacement along with the applicable Staff Qualification Form and all applicable certifications/degrees to the EDD Contract Monitor and EDD Section Chief or designee. The Contractor must provide a replacement resource who possesses equal or better qualifications and ratings.
 5. The EDD Contract Monitor and EDD Section Chief or designee will review the Key Personnel replacement documentation including Qualification Forms. The State reserves the right to validate the proposed replacement's references prior to approving their participation on the project. The EDD has up to ten (10) State business days to approve or disapprove the replacement. The State agrees to not unreasonably withhold approval for staff changes. Replacement staff shall be subject to fingerprinting and a background check.

12.1. STAFF REPLACEMENT DUE TO PERFORMANCE OR CONDUCT

The State reserves the right at its sole discretion to require the Contractor to replace any assigned staff, key staff or additional staff, at any time for reasons that may include, but are not limited to, poor performance, lack of experience, or unprofessional behavior / harassment in the workplace (subject to compliance with applicable law and departmental policies). The State will notify the Contractor in writing when exercising that right. The Contractor, within thirty (30) state business days of such notification, must provide a replacement candidate that meets or exceeds the requirement as defined in [SECTION 11. KEY STAFF QUALIFICATIONS AND SKILLS](#).

The Contractor must remove any personnel or Subcontractors who, in the opinion of the State or Contractor, have performance issues or have engaged in improper conduct. The steps for removing personnel due to performance or conduct issues are as follows:

1. Once a performance or conduct issue is identified, the identifying party must document the issue or improper conduct and provide in writing to the other party's Contract Manager within two (2)

State business days. Contractor and State will discuss the issue and together they will determine the best approach for resolving the issues.

2. Within five (5) state business days of the discussion, the Contractor will provide the Contract Manager and EDD Section Chief or designee a summary of the discussion between the Contractor and State regarding the improper conduct and/or performance issues and the agreed-upon resolution of each item.
3. The Contractor must provide qualified replacement personnel within thirty (30) State business days from the date of notification to the Contract Manager and EDD Section Chief or designee.
4. In the event the Contractor is unable to find qualified Key Personnel replacement within thirty (30) State business days from date of notification to the Contract Manager and EDD Section Chief or designee, the Contractor must submit a written request for an extension of another thirty (30) business days to the Contract Manager and EDD Section Chief or designee. This request has to be made before the expiry of the first thirty (30) business days window and the Contract Manager and EDD Section Chief or designee has three (3) business days to respond. No additional time will be given to the Contractor besides one extension. If the Contractor is unable to replace a key staff, project SLA's will kick in and an issue will be logged and resolved according to the project Risk and Issue management process.
5. The Contractor will submit [EXHIBIT A1: ADD, DELETE, OR SUBSTITUTE STAFF REQUEST FORM](#) for the proposed replacement staff along with the applicable Staff Qualification Forms and all applicable certifications/degrees to the Contract Manager and EDD Section Chief or designee. If the proposed staff is to replace Key Personnel, they must meet or exceed all of the minimum mandatory qualifications and any of the desirable qualifications that were evaluated as part of the award and the resulting Contract
6. The Contract Manager and EDD Section Chief or designee will review the staff replacement documentation including Qualification Forms. The State reserves the right to validate the proposed replacement staff's references prior to approving their participation on the Contract. EDD has up to ten (10) State business days to approve or disapprove the selected replacement. The State agrees to not unreasonably withhold approval for staff changes.

13. ESCALATION PROCESS

The parties acknowledge and agree that certain technical and/or project-related problems or issues may arise, and that such matters shall be brought to the State's attention. Problems or issues shall normally be reported in regular status reports or meetings. However, there may be instances where the severity of the problem justifies escalated reporting. To this extent, the EDD Section Chief shall determine the severity level, and notify the appropriate State staff, as set forth below. The State staff are notified, and the time period taken to report the problem or issue shall be at a level commensurate with the severity of the problem or issue. The State personnel include, but are not limited to, the following:

1. First level, the EDD Section Chief

2. Second level, the EDD Contract Manager
3. Third level, the EDD Division Chief

14. CHANGE CONTROL PROCEDURES

Change control authorization is required prior to the deployment of any change that affects an EDD production environment system(s). Change approval is obtained from the EDD Release Review Board (RRB) by the EDD Section Chief(s) or a designee(s). The RRB comprises of at least one (1) representative from each IT functional area and appropriate non-IT functional areas, including Subject Matter Experts (SME), to ensure all stakeholders are afforded a chance to review significant changes.

Before a change to the EDD Salesforce environment is presented to the EDD RRB, the Contractor shall follow established EDD change control processes to obtain approval.

Change requests require, at a minimum, the following details:

1. Brief description of the change
2. Schedule of preferred change window, including start and stop dates and times
3. Required EDD support resources (such as network engineering, enterprise database support, etc.)
4. Implementation plan
5. Roll-back plan
6. Testing plan
7. Relevant staff contact information
8. System release notes

Change control requests must be sent to the EDD Section Chief(s) and received by email from the Contractor. The EDD Section Chief(s) or designee(s) will prepare and submit the change control request to the EDD RRB. Submitting change control requests at least two weeks prior is required for non-emergency change requests. Monday close of business is the cutoff for any system change that needs to be deployed Friday through Thursday. Changes will not be deployed until vetted and approved through the EDD RRB process, unless designated an emergency change request.

15. PROJECT (CONTRACTOR) TASKS AND DELIVERABLE REQUIREMENTS

The Contractor will be responsible for providing Maintenance and Operations services for all the applications hosted within the Salesforce Orgs. The details about the applications within the respective Salesforce Org are provided below:

#	Salesforce Organization	Application Name	Hosting Location
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	name		
1	CA-EDD Org	Workshare	Salesforce
		Workshare – Nintex	Managed Package (Salesforce)
		Workshare – Scan Queue	EDD On-premise
		Unemployment Insurance (UI) Electronic Determinations (E-Det)	Salesforce
		Unemployment Insurance (UI) Electronic Determinations (E-Det) – Marketing Cloud	Salesforce
2	Contact Center Org	AskEDD	Salesforce
		UI KMS (Unemployment Insurance Knowledge Management System)	Salesforce
		SDI KMS (State Disability Insurance Knowledge Management System)	Salesforce
		Legislative Services Request Tracker (LSRT)	Salesforce
		UI MCPA (Unemployment Insurance Multiple Claims Per Address)	Salesforce
		DI MCPA (Disability Insurance Multiple Claims Per Address)	Salesforce
		UI MEUC (Mixed Earner Unemployment Compensation)	Salesforce
		ES&FL Complaint System (Employment Services & Fair Labor Complaint System)	Salesforce
		H-2A & H-2B Database (H-2A Agricultural Workers and H-2B Temporary Agricultural Workers)	Salesforce
		UI CSU Complaint Management Application	Salesforce
3	EDD UI Claims Org	myEDD Application	Salesforce
		myEDD – Common Interface Service Language (CISL)	EDD On-premise
		myEDD – Marketing Cloud	Salesforce
		Socure ID +	External - Software as a Service (SaaS)

		Precisely	External - SaaS
		myEDD APIs	EDD Open Shift Container Platform - AWS
		Integrated Contact Center Console – Amazon Web Services (AWS) Connect Integration	Salesforce
		Integrated Contact Center Console -AWS Computer Telephony Integration (CTI) Adapter	AWS

15.1. MAINTENANCE AND OPERATIONS ACTIVITIES

The Contractor shall deliver the following comprehensive support services for all applications covered under this contract within the EDD Salesforce Org(s). Completion of the identified tasks/deliverables shall be under the direction of the EDD's Section Chief, in accordance with the EDD policies and procedures. Provide Maintenance and Operations services necessary to ensure the continuing operation of each application in accordance with [SECTION 28. MAINTENANCE AND OPERATIONS \(M&O\)](#) and [SECTION 30. SERVICE LEVEL AGREEMENTS \(SLAS\)](#).

15.1.1. SYSTEM OPERATIONS

1. Be responsible for compliance with Service Level Agreements, as specified in [SECTION 30. SERVICE LEVEL AGREEMENTS \(SLAS\)](#), throughout the term of the Agreement.
2. Provide M&O service reports per [SECTION 18. REPORTING](#)
3. Ensure all the interfaces are operational as described in [SECTION 23. COMPATIBILITY AND INTERFACE](#).
4. The Contractor must perform updates and resolve problems throughout the life of the Agreement.
5. The Contractor shall perform all work which includes defect corrections and refinements to the system. Examples of refinements include but are not limited to:
 - a. Modify format of existing reports
 - b. Usability Improvements such as label edits, screen updates, flow changes.
 - c. Upon saving an edit, return to the same place on Edit Record screen
 - d. Allow modifications of which fields are displayed for a record type
 - e. Add ability to edit the value in a structure drop-down
 - f. Modify Search Results: to change the order of the values in which it is displayed.
6. The Contractor shall be responsible for any negative impact, including service degradation, system outages, or data loss, caused by Contractor-initiated changes, updates, or enhancements. The Contractor shall remediate any such impact at no additional cost to the State and in accordance with the SLA response and resolution times.

7. Support ad-hoc reporting requests at both the Salesforce Org level and application level.
8. Code and Repository Management
 - a. The Contractor shall provide robust code and repository management services across all Salesforce Org applications to ensure secure, efficient, and scalable deployment processes.
 - b. Maintain all application code in an EDD-hosted GitHub repository, ensuring secure access controls, audit logging, and adherence to version control best practices.
 - c. Manage code versioning, branching strategies, merging, and pull request workflows in alignment with EDD's DevOps standards.
 - d. Support and maintain Continuous Integration and Continuous Deployment (CI/CD) pipelines for all environments (development, test, pre-production, UAT and production), enabling automated builds, testing, and deployments.
 - e. Ensure deployment scripts, configuration files, and related artifacts are versioned and maintained alongside application code.
 - f. Provide support for additional code repositories or deployment pipelines as new applications are developed or existing applications are expanded or modernized.
9. Testing and Issue Resolution:
 - a. Provide Operational Support to other system teams for various environments for integration/interface testing types including:
 - i. System Testing
 - ii. Integration Testing
 - iii. Heuristics Testing
 - iv. Application Security Assessment (ASA)
 - v. User Acceptance Testing (UAT)
 - vi. Usability Experience (UX)
 - vii. Customer Experience (CX)
 - viii. Web Content Accessibility Guidelines (WCAG) & Americans with Disabilities Act (ADA) Testing
 - b. Resolve any defects identified as part of the testing activities.
 - c. Investigate and resolve issues, providing solutions and workarounds as necessary.
 - d. Ensure defect management processes are well-documented and address issues in a timely manner.
10. Performance Monitoring:
 - a. Continuously monitor system performance, ensure optimal load times, and provide necessary updates to accommodate user growth and evolving demands.

15.1.2. PLATFORM MAINTENANCE

1. Be responsible for software/application updates and maintain cloud environment updates, such as patches, fixes, rolling releases (if applicable) as required.
2. The Contractor will conduct a comprehensive security risk assessment for the Salesforce environment and implement remediation actions to address identified vulnerabilities. The scope of work includes the following:
 - i. Conduct periodic detailed security risk assessments across the Salesforce environment, identifying potential vulnerabilities and areas for improvement.
 - ii. Assess and mitigate issues related to data loss prevention, data leaks, data classification, data storage, data encryption, and other data security principles.
 - iii. Ensure data protection measures comply with industry best practices and organizational standards.
 - iv. Evaluate and mitigate issues related to access control, identity management, authentication, authorization, and other Identity and Access Management (IAM) principles.
 - v. Review and strengthen the security posture of user roles and permissions across Salesforce environments.
 - vi. Review and improve operational security measures, including compliance, monitoring, logging, and integration, ensuring adherence to security operations best practices.
 - vii. Strengthen security logging and monitoring procedures across all Salesforce applications.
 - viii. Assess and remediate security configurations and data protection mechanisms, with a focus on Identity and Access Management (IAM) solution automation and best practices.
 - ix. Review and mitigate risks associated with the organization's access configurations, security posture, and data accessibility to external users.
 - x. Identify and mitigate gaps in data access rules and permissions, leveraging code scan results and addressing identified risk areas.
 - xi. Conclude each assessment with a comprehensive review of key findings and provide actionable recommendations for mitigating vulnerabilities and enhancing security posture.
 - xii. Collaborate with architects and developers to align on assessment results, documenting accepted risks and understanding security trade-offs.
 - xiii. Deliver a comprehensive report summarizing all findings, recommendations, and prioritized mitigation actions. Ensure that the report is tailored to the EDD's security requirements, including detailed remediation plans for addressing identified risks.
3. User Management:
 - a. Support provisioning and de-provisioning of users based on customer requests.
 - b. Monitor, manage, and report on Salesforce license usage across the Org, including Restricted User Licenses (RUL), and address allocation issues or usage discrepancies in collaboration with EDD stakeholders. Provide monthly license usage analysis to support capacity planning and ensure compliance with licensing terms.

- c. Address login issues, user-related problems, and support troubleshooting for user access requests in Salesforce.
 - d. Ensure that role-based access control and permissions are updated in line with organizational changes or user requirements.
4. Salesforce Upgrades:
 - a. Prepare, plan, facilitate, and update applications as necessary, including regression testing and support for periodic Salesforce upgrades.
 - b. Analyze and implement necessary changes in response to legislative updates within contract constraints, ensuring compliance with any new legal requirements.
5. API Integration and Resource Management:
 - a. Support update to API integrations between Salesforce applications and other EDD systems as stated in [EXHIBIT I: SF INTERFACES](#).
 - b. Support new APIs as needed based on evolving business requirements and integration needs.
 - c. Ensure that all APIs are documented and properly versioned for future compatibility.
6. Restrict access to Salesforce org sandboxes, environments, and applications for its staff solely through EDD's Single Sign-On (SSO) solution.
 - a. Bypassing SSO with individual logins or other methods is strictly forbidden.
 - b. This requirement applies to all access attempts, including direct logins, API interactions, and any other access method.
 - c. The Contractor shall implement appropriate technical and procedural controls to prevent unauthorized access through alternative means.
7. Grant access to EDD's Salesforce production environments, applications, and sandboxes only to authorized Contractor staff with pre-defined and approved roles, determined in collaboration with the EDD and reviewed by the Access Control Committee.
 - a. These roles will limit access to features and data based on each staff member's specific responsibilities and needs.
 - b. Any attempt to access production environments, applications, or sandboxes using unauthorized means or exceeding assigned roles will be considered a security violation.
8. Establish a systematic process for maintaining an audit trail that logs all data access activities by authorized users. This should include capturing detailed event information such as user identities, timestamps, actions performed (e.g., data retrieval, modification, deletion), and outcomes of those actions.
 - a. Conduct audits on a regular basis, at least quarterly, to review access logs and ensure that all entries are accurately recorded. Adjust the frequency of audits based on the sensitivity of the data being accessed; for instance, data containing Personally Identifiable

Information (PII) may require more frequent audits, potentially on a weekly/monthly basis.

9. To ensure data safety, compliance, and disaster preparedness for EDD's Salesforce data, the Contractor will implement a comprehensive backup strategy that minimizes data loss risks and enables swift recovery in case of emergencies.
10. Establish periodic Salesforce organization backup and restore drills to ensure successful data recovery in case of unforeseen events. These drills will test various disaster scenarios, verify predefined success criteria, and ultimately refine the backup and restore processes.
11. Responsible for performing various Salesforce operations to maintain the health, performance, and security of the EDD instance. These operations are categorized by frequency and include, and not limited to:
 - a. Daily:
 - i. Monitoring key metrics: Track critical indicators like API usage, storage capacity, user logins, and application performance to proactively identify potential issues.
 - ii. Data backups: Ensure scheduled backups run successfully and verify data integrity to guarantee data recovery in case of emergencies.
 - iii. Security checks: Run vulnerability scans and apply patch updates to address security threats and maintain a secure environment.
 - iv. Audit log review: Investigate suspicious activity and ensure user compliance with regulations to prevent unauthorized access or data breaches.
 - b. Weekly:
 - i. Performance optimization: Analyze query logs and optimize processes to improve application performance and user experience.
 - ii. Sandbox activity review: Monitor sandbox environments for unexpected changes or testing issues to ensure a smooth development process.
 - iii. Third-party app updates: Apply updates to installed third-party apps and monitor their performance to maintain compatibility and stability.
 - iv. Data backup verification: Test backup recovery procedures to confirm data can be effectively restored in case of data loss.
 - v. Reporting and analysis: Generate reports on user activity, system performance, and data health to provide valuable insights and inform decision-making.
 - c. Monthly:
 - i. User license review: Optimize user licenses based on actual usage and adjust plans as needed to ensure efficient resource allocation.
 - ii. Storage usage review: Analyze storage consumption and consider archiving or purging old data to optimize storage utilization and cost.
 - iii. Data audits: Analyze data quality and accuracy, identify and address inconsistencies, and ensure data integrity.

- iv. Access controls review: Reassess user permissions and access levels to ensure appropriate data security and prevent unauthorized access.
- v. System health checks: Assess overall platform performance and stability to identify potential bottlenecks or areas for improvement.
- vi. Custom object and field review: Analyze custom objects and fields for optimizing data usage and streamlining processes.

d. Yearly:

- i. Data archiving and purging: Implement a data archiving and purging strategy to optimize storage utilization, improve performance, and ensure compliance with data retention policies.
- ii. Third-party app review and renewal: Review and renew third-party apps as needed to maintain compatibility, security, and functionality.
- iii. Org architecture re-evaluation: Analyze and consider changes to the org's configuration to optimize performance, scalability, and efficiency.
- iv. Contingency plan development: Review and update disaster recovery plans to ensure preparedness for unforeseen events and minimize downtime in case of emergencies.

12. Maintain and Manage all the Salesforce Sandbox and SDLC environments for each Salesforce Org.

15.1.3. RELEASE MANAGEMENT

1. Follow all protocols and procedures established and used during Production implementation (i.e., version control processes, testing procedures, issue resolution, etc.)
2. Release Planning and Execution
 - a. Perform release planning and execute code deployment activities across all environments (development, test, pre-production, and production) in coordination with EDD stakeholders.
 - b. Utilize EDD tools for project planning, Software Development Lifecycle (SDLC) activities, release management, configuration management, and document testing activities, including defect tracking and resolution.
 - c. Ensure proper version control for each release and maintain rollback procedures in case of issues during deployment.
 - d. Provide operational support outside business hours as needed.
3. The Contractor must seek the EDD ITB's prior approval for all production changes, especially deployments (requiring release artifacts and configuration updates), partial deployments, application component modifications, and user provisioning in the Salesforce Org. The EDD will actively monitor these activities to ensure compliance.
4. Submit an implementation task plan and release artifacts (including change logs) for production

deployment five (5) - ten (10) business days prior to any changes. Coordinate with the EDD to obtain ITB Release Review Board (RRB) approval before deploying changes.

5. Establish structured approval processes that define clear steps for requesting, reviewing, and approving changes to the Salesforce production environment. This includes identifying stakeholders responsible for each step of the approval, such as project managers, team leads, state staff and relevant subject-matter experts. The process should include criteria for each level of approval, ensuring that changes are rigorously evaluated based on their impact on business operations and compliance requirements.
6. Leverage sandbox environments to thoroughly test (including regression, integration) and validate configurations before deployment, maximizing production stability and user confidence.
7. Deliver the following Salesforce release artifacts five (5) to ten (10) business days prior to any production deployment/change:
 - a. Metadata Deployment Package: Containing all deployable components, including Apex classes, triggers, pages, components, objects with associated metadata (fields, validation rules, layouts, etc.), workflows, flows, profiles, permission sets, custom settings, email templates, and any additional required elements like external objects, custom metadata types, or Experience Cloud assets.
 - b. Detailed Change Logs: Providing a comprehensive description of each change, its rationale, impact, testing results, and potential risks or dependencies.
 - c. Concise Release Notes: Summarizing the key features, updates, bug fixes, known issues, and user training requirements along with documentation for the appropriate user manuals and training materials.
 - d. Comprehensive Testing Documentation: Including test plans, results for unit, integration, user acceptance, and regression testing, documented defect reports with resolutions.
 - e. Deployment and Rollback Plans: Outlining step-by-step procedures for both deployment and rollback in case of unforeseen issues, with contingency plans specified.
 - f. User Training Materials: Delivering user guides, training videos, or other resources to help users adapt to the changes.
 - g. Approval Documentation: Providing evidence of sign-off from the designated EDD stakeholders.
 - h. Version Control Information: Linking to the specific version of the code stored in version control.
 - i. Dependency Information: Listing any external dependencies (managed packages, third-party integrations) and their respective versions.
 - j. Deployment History: Maintaining a record of previous deployments to production, including dates and any encountered issues.

15.1.4. SECURITY

Code Analysis and Security:

- a. Support periodic code analysis using EDD hosted vulnerability scanning software for all applications and remediate detected flaws to conform to EDD security policies.
- b. Integrate with Elastic for operational visualizations, usage trends, business insights, alert creation, and log availability for troubleshooting.
- c. Ensure secure coding practices are followed during development and periodically review code for vulnerabilities.
- d. Conduct code scanning, review security-by-design practices, manage application secrets, and address other application security concerns.
- e. Identify and mitigate potential vulnerabilities within the development lifecycle and deployed applications.
- f. Where applicable, identify opportunities to strengthen the SDLC processes by integrating security into all stages of development and implementing best practices.

15.1.5. DOCUMENTATION AND KNOWLEDGE TRANSFER

1. Create and update system documentation including:
 - a. System Design Documentation
This document details the Functional Design, Technical Design, Requirements Traceability, Data Models and Business rules implemented within the applications.
 - b. System Security Plan (SSP)
This document has a complete listing of all data centers and hosting environments where Federal Tax Information (FTI) will be received, processed, transmitted, or stored. NIST 800-53r4 Security Control implementation details for each applicable control, including showing alignment to the EDD NIST Security Standards.
 - c. System Architecture Document (SAD)
This document provides details about the System architecture, relationships, architectural attributes and principles; Functional Architecture, Technical Architecture, Application Architecture, Data Architecture, Physical Architecture, and Integration Architecture.
 - d. Information Systems Recovery Plan (ISRP)
This document establishes procedures to recover the applications following a disruption.
 - e. Technical Support Protocol (TSP)
This document identifies the tasks and activities that need to occur within the organization to perform the Maintenance and Operation tasks when deploying changes to the production environment. Its focus is on processes, policies, procedures, staffing, task ownership, and schedules rather than the daily operations of the application or system.
 - f. Ensure documentation is up to date prior to each production release and reflects any changes or updates made during the release.
2. Documentation and Deliverables:
 - a. Provide all document deliverables in electronic form using Microsoft Office tools or other

industry-standard formats, as appropriate.

- b. Submit deliverables established by the Work Authorization process along with the related Work Authorization.

3. Knowledge Transfer and On-Demand Support:

- a. Perform Knowledge Management Activities as described in [SECTION 27. KNOWLEDGE TRANSFER AND/OR TRAINING](#)
- b. Knowledge Transfer Documentation: Develop and maintain comprehensive documentation, including user guides, training materials, and system operation manuals. Ensure this documentation is regularly updated and accessible to EDD staff.
- c. Provide training on how to use and update these resources, especially in preparation for each production release.
- d. Knowledge Sharing Sessions: Organize regular knowledge-sharing sessions where Contractor experts and EDD staff can discuss challenges, share insights, and collaborate on solutions related to system use and development.
- e. Implement a feedback mechanism to collect input from EDD staff on training effectiveness and areas for improvement. Use this feedback to refine training programs and ensure they meet staff needs effectively.
- f. On-Demand Support: Offer on-demand support and training resources, such as recorded webinars, FAQs, and troubleshooting guides, to assist EDD staff with ongoing questions or issues they may encounter.

4. Meticulously document all performed IT operations procedures (daily, weekly, monthly, and yearly), including step-by-step instructions, diagrams, configuration details, and relevant screenshots.

- a. This documentation must be submitted to the EDD monthly along with activity reports and operational activities summaries, ensuring it is regularly updated and logically organized for accuracy, user-friendliness, and effective application understanding. Utilize clear headings, tables, and visual aids for easy navigation.

5. Produce comprehensive documentation of application/screen functionality, capturing:

- a. Element-level details: Clear descriptions of individual components (buttons, fields, menus, validations, length, etc.) and their actions.
- b. Business logic: Explanations of underlying rules and decision-making processes governing screen behavior.
- c. Flows and navigation: Visual representations (flowcharts, diagrams) of user interactions, screen transitions, and decision points.
- d. Data relationships: Explanations of how data flows between elements, screens, and backend systems.
- e. Error handling: Descriptions of how the application responds to invalid inputs, exceptions,

- or unexpected events.
- f. Security considerations: Information about authentication, authorization, data encryption, and other security measures implemented within screens.
- g. Audience: Tailor the documentation's language and depth to suit the technical expertise of its intended users.

15.2. SYSTEM IMPROVEMENT ACTIVITIES

1. System Improvements
 - a. Gather requirements, design, execute, unit test, plan for minor system improvements.
 - b. Execute corrective, adaptive, perfective, and update changes.
 - c. Provide test planning, test strategy, entry and acceptance criteria, test data preparation, environment support, test reports, test scenarios, and scripts for UAT.
 - d. Continuously optimize application performance and monitor for potential areas of improvement.
2. Testing and Issue Resolution:
 - a. Perform and/or Support various testing types including:
 - i. System Testing
 - ii. Integration Testing
 - b. Resolve any defects identified as part of the testing activities.
 - c. Investigate and resolve issues, providing solutions and workarounds as necessary.
 - d. Ensure defect management processes are well-documented and address issues in a timely manner.
3. Support EDD with data staging activities from various Salesforce sources into a central repository for migration to Integrated Claims Management System (ICMS).
 - a. In instances where data migration to ICMS does not occur, execute the integration of the Salesforce applications into the ICMS:
 - i. Coordinate with the EDD ICMS development teams to refine existing Salesforce application business processes and identify opportunities for updates.
 - ii. Ensure [SECTION 27. KNOWLEDGE TRANSFER AND/OR TRAINING](#) activities account for this.
 - b. When performing any integration support work, Contractor must work with the appropriate EDD team member(s) to fulfill the tasks. All communication with the other teams will be facilitated through the EDD Section Chief.
4. Follow Release Management steps as defined in [SECTION 15.1.3. RELEASE MANAGEMENT](#) to release the changes into Production environment.

15.2.1. Backlog Efforts

The system improvements have been grouped at the Salesforce Organization Level (Refer [SECTION 15. PROJECT \(CONTRACTOR\) TASKS AND DELIVERABLE REQUIREMENTS](#) for details); classified as Epics and grouped by size.

Epic is a large body of work or a high-level initiative for related, smaller user stories and tasks. The System Improvements have been estimated by EDD to be performed by a small-sized Agile Team (comprising 1 (One) Business Solution Analyst, 2 (Two) Developers and 1 (One) Quality Assurance) for a sprint duration of 3 weeks. The table below provides guidance on sizing estimates.

Size	Number of Sprints
Small	1 - 2 Sprint(s)
Medium	3 - 4 Sprint(s)
Large	5 - 6 Sprint(s)

Future backlog efforts will be priced per [EXHIBIT C: COST WORKBOOK](#), tab F, System Improvement Activities, with these sizes as guidance.

15.3. SALESFORCE MARKETING CLOUD SUPPORT ACTIVITIES

The Contractor shall deliver comprehensive support services for Salesforce Marketing Cloud connected to both UI Claims Org and CA-EDD Org, including but not limited to the following:

1. Account Setup and Configuration and Campaign Management:
 - a. Set up, configure, and support the Marketing Cloud account, including business units, users, and roles.
 - b. Ensure seamless integration between Marketing Cloud and other Salesforce instances (e.g., UI Claims Org, CA-EDD Org), as well as E-Determinations and other relevant EDD functionalities.
2. Campaign Management
 - a. Set up, configure, and support campaigns for mass emails and SMS to constituents.
 - b. Manage SMS campaigns using SMS Studio to deliver targeted messages to users.
 - c. Ensure integration of Marketing Cloud capabilities with existing systems for cohesive campaign execution.

3. Analytics and Reporting

- a. Track and report on analytics for each campaign, monitoring performance, engagement, and effectiveness.
- b. Generate reports on key performance indicators (KPIs) to help measure the success of campaigns and optimize future efforts.
- c. Support for evolving reporting needs as new campaign types or functionalities are introduced.

4. Functionalities and Integrations

- a. Support new Marketing Cloud functionalities and integrations as business requirements evolve.
- b. Lead, execute, and coordinate the implementation of new features as they become available within Salesforce Marketing Cloud to keep up with system upgrades and evolving business needs.

5. Issue Identification and Resolution

- a. Investigate and resolve production issues related to Salesforce Marketing Cloud, ensuring minimal disruption to campaign operations.
- b. Monitor for and address new issue types or challenges as they arise with system updates or business process changes.

6. Proactive Monitoring and Incident Management

- a. Proactively monitor the system for any performance issues or errors and take corrective action as necessary.
- b. Collaborate with relevant teams to resolve complex issues efficiently and provide root cause analysis (RCA) where applicable.

15.4. CA EDD ORG

The following applications are currently within the Salesforce CA EDD Org:

1. Workshare
2. Unemployment Insurance (UI) Electronic Determinations (E-Det)

15.4.1. WORKSHARE

The Work Sharing application consists of separate portals for employers and employees. Employers can register and submit a Work Sharing Plan Application (DE 8686) online, enabling EDD staff to efficiently

review submissions and determine eligibility. Employees access a guest portal by verifying their social security number (SSN) to complete claim certifications. The system supports the Work Sharing Program, which offers employers a temporary alternative to layoffs, preserving jobs and skilled workforces. It features validation rules, automation of clean claims, and significantly reduces manual staff workload.

The Contractor will be responsible for the ongoing maintenance, operational support, and updates of the WORKSHARE application within the Salesforce CA EDD Org. This includes all activities described in [SECTION 15.1. MAINTENANCE AND OPERATIONS ACTIVITIES](#) and [SECTION 15.2. SYSTEM IMPROVEMENT ACTIVITIES](#).

To guide the deliverables for Maintenance and Operations (M&O) support, the following table presents the current monthly average volume of incidents and changes for the Workshare application. These figures represent a baseline that may fluctuate based on business cycles, user behavior, system complexity, or new releases.

Metric	Description	Monthly Average
Number of Incident Tickets	Total reported incidents for 6 months (all severities)	32
Priority 1 Incident Tickets	Critical production issues	1
Priority 2 Incident Tickets	High-severity issues with significant impact	0
Priority 3 Incident Tickets	Moderate-impact issues requiring resolution	20
Priority 4 Incident Tickets	Low-severity or cosmetic issues	0
Number of Updates Implemented	Functionality or configuration changes	5
System Improvement Activities	Corrective, adaptive, or perfective updates	5

The total number of environments currently in use within the Workshare Application is as follows:

SDLC environments - 9

Sandbox / Developer environments - 39

15.4.2. UNEMPLOYMENT INSURANCE (UI) ELECTRONIC DETERMINATIONS (E-DET)

e-Dets is a modern, web-based case management system that streamlines the eligibility determination

process for Unemployment Insurance claims. Integrated with the CUBS platform, e-Dets pulls in identified claim issues, presents guided questionnaires via a Claimant Portal, and allows claimants to respond and upload supporting documents. Staff manage and adjudicate cases via a dedicated Staff Portal, replacing legacy phone-based processes and improving payment timeliness and accuracy.

The Contractor will be responsible for the ongoing maintenance, operational support, and updates of the e-Dets application within the Salesforce CA EDD Org. This includes all activities as described in [SECTION 15.1. MAINTENANCE AND OPERATIONS ACTIVITIES](#) and [SECTION 15.2. SYSTEM IMPROVEMENT ACTIVITIES](#).

To guide the deliverables for Maintenance and Operations (M&O) support, the following table presents the current monthly average volume of incidents and changes for the e-Dets application. These figures represent a baseline that may fluctuate based on business cycles, user behavior, system complexity, or new releases.

Metric	Description	Monthly Average
Number of Incident Tickets	Total reported incidents for 6 months (all severities)	10
Priority 1 Incident Tickets	Critical production issues	0
Priority 2 Incident Tickets	High-severity issues with significant impact	2
Priority 3 Incident Tickets	Moderate-impact issues requiring resolution	4
Priority 4 Incident Tickets	Low-severity or cosmetic issues	19
Number of Updates Implemented	Functionality or configuration changes	5
System Improvement Activities	Corrective, adaptive, or perfective updates	5

The total number of environments currently in use within the E-Dets Application are as follows:

SDLC environments - 9

Sandbox / Developer environments - 22

15.5. CONTACT CENTER ORG

The Contractor shall deliver services described in [SECTION 15. PROJECT \(CONTRACTOR\) TASKS AND DELIVERABLE REQUIREMENTS](#) for the applications currently within the Salesforce Contact Center

Org:

1. **AskEDD** - Ask EDD is a public-facing case management interface that enables customers to access knowledge articles and submit inquiries or reports (e.g., fraud, general assistance). Migrated from a legacy system, the application now adheres to EDD UI/UX standards within Salesforce, allowing for streamlined case creation, routing, and response by EDD staff. It reduces call center volume and provides a centralized, cloud-based system for customer communication.
2. **UI KMS** (Unemployment Insurance Knowledge Management System) - The UI KMS centralizes and manages knowledge articles for Unemployment Insurance. It ensures up-to-date, accurate information is available to both internal users and the public, supporting consistent responses to inquiries.
3. **SDI KMS** (State Disability Insurance Knowledge Management System) - Similar to the UI KMS, the SDI KMS maintains and disseminates information related to State Disability Insurance, helping staff and customers navigate program rules and procedures.
4. **Legislative Services Request Tracker** (LSRT) - LSRT facilitates the intake and management of legislative inquiries related to benefit claims. It provides a secure portal for legislative staff to submit requests, track updates, and receive responses. The application adheres to EDD UI design standards and allows internal staff to efficiently manage and escalate legislative communications and casework.
5. **UI MCPA** (Unemployment Insurance Multiple Claims Per Address) - This application detects and processes potential fraud cases involving multiple claims filed from the same address. Claimants are prompted via the portal to submit supporting documents within 10 days. Staff review documentation and determine claim eligibility, supporting fraud prevention and accurate benefit distribution.
6. **DI MCPA** (Disability Insurance Multiple Claims Per Address) - Similar to UI MCPA, this system handles flagged DI claims where multiple submissions originate from a single address. It manages secure claimant communications, document collection, and staff adjudication workflows.
7. **UI MEUC** (Unemployment Insurance Mixed Earner Unemployment Compensation) - This application supports the processing of MEUC benefits—an additional \$100 per week provided to eligible claimants with significant self-employment income. The system notifies claimants, collects required documentation, and routes responses for staff verification and processing.
8. **ES&FL Complaint System** (Employment Services & Fair Labor Complaint System) - The ES&FL

Complaint System allows AJCC field office users to intake, manage, and refer employment-related complaints. It supports role-based access, referral tracking, workflow automation, and robust reporting. The system replaces manual processes and enhances compliance monitoring and case resolution across Employment Services operations.

9. **H-2A & H-2B Database** (H-2A Agricultural Workers and H-2B Temporary Agricultural Workers) - This application replaces manual and SharePoint-based processes for managing H-2A (agricultural) and H-2B (temporary labor) foreign worker programs. It supports application intake, compliance tracking, inter-agency communication, and provides real-time visibility into application statuses. Multi-factor authentication enhances security, and the system is scalable to accommodate policy or volume changes.
10. **UI CSU Complaint Management Application** (Unemployment Insurance Customer Support Unit Complaint Management Application) - The UI CSU Complaint Management Application is a Salesforce-based solution designed to support CSU staff in efficiently managing and responding to public complaints. The application will enable users to track individual complaints, maintain communication records, and send responses to external customers who have contacted the Employment Development Department (EDD) outside of the AskEDD platform. Enables CSU users to initiate and send email responses to individuals who did not submit inquiries through AskEDD, using only the email address provided by the customer. Allows users to draft, save, and manage both unfinished (in-progress) and completed emails, ensuring communication can be reviewed, resumed, or audited as needed. Provides a centralized interface for complaint tracking and correspondence management, ensuring all interactions are stored in Salesforce and accessible to authorized users for follow-up and reporting. This application is intended to serve as a foundational complaint handling system for the CSU, with a scalable design that can support additional program areas in the future.

The Contractor will be responsible for the ongoing maintenance, operational support, and updates of the application(s) within the Salesforce Contact Center Org. This includes all activities as described in [SECTION 15.1. MAINTENANCE AND OPERATIONS ACTIVITIES](#) and [SECTION 15.2. SYSTEM IMPROVEMENT ACTIVITIES](#).

To guide the deliverables for Maintenance and Operations (M&O) support, the following table presents the current monthly average volume of incidents and changes for the application(s). These figures represent a baseline that may fluctuate based on business cycles, user behavior, system complexity, or new releases.

Metric	Description	Monthly Average
Number of Incident Tickets	Total reported incidents for 6	30

Metric	Description	Monthly Average
	months (all severities)	
Priority 1 Incident Tickets	Critical production issues	1
Priority 2 Incident Tickets	High-severity issues with significant impact	22
Priority 3 Incident Tickets	Moderate-impact issues requiring resolution	46
Priority 4 Incident Tickets	Low-severity or cosmetic issues	17
Number of Updates Implemented	Functionality or configuration changes	5
System Improvement Activities	Corrective, adaptive, or perfective updates	25

The total number of environments currently in use within the Contact Center Org are as follows:

SDLC environments - 6

Sandbox / Developer environments - 21

15.6. EDD UI CLAIMS ORG

The Contractor shall deliver services as described in [SECTION 15. PROJECT \(CONTRACTOR\) TASKS AND DELIVERABLE REQUIREMENTS](#) for the applications currently within the Salesforce UI Claims Org:

1. **myEDD Portal** - myEDD is a centralized, secure, single sign-on (SSO) portal that connects users to EDD services including Unemployment Insurance, Disability Insurance, Paid Family Leave, and overpayment/tax systems. It provides claimants with real-time access to application status, certifications, payment history, and personalized service notifications.
2. **Integrated Contact Center Console** - The ICC console integrates Amazon Connect IVR and Salesforce to deliver a unified communication platform for customer support. It provides agents with a 360-degree view of customer interactions, enhances the caller experience, and improves service response efficiency through streamlined case handling, intelligent routing, and real-time dashboards.

The Contractor will be responsible for the ongoing maintenance, operational support, and updates of the

application(s) within the Salesforce UI Claims Org. This includes all activities as described in [SECTION 15.1. MAINTENANCE AND OPERATIONS ACTIVITIES](#) and [SECTION 15.2. SYSTEM IMPROVEMENT ACTIVITIES](#).

To guide the deliverables for Maintenance and Operations (M&O) support, the following table presents the current monthly average volume of incidents and changes for the application(s). These figures represent a baseline that may fluctuate based on business cycles, user behavior, system complexity, or new releases.

Metric	Description	Monthly Average
Number of Incident Tickets	Total reported incidents for 6 months (all severities)	30
Priority 1 Incident Tickets	Critical production issues	1
Priority 2 Incident Tickets	High-severity issues with significant impact	22
Priority 3 Incident Tickets	Moderate-impact issues requiring resolution	46
Priority 4 Incident Tickets	Low-severity or cosmetic issues	17
Number of Updates Implemented	Functionality or configuration changes	5
System Improvement Activities	Corrective, adaptive, or perfective updates	25

The total number of environments currently in use within the EDD UI Claims Org are as follows:

SDLC environments - 14

Sandbox / Developer environments - 23

16. DELIVERABLE ACCEPTANCE/REJECTION PROCESS

It shall be EDD's sole determination as to whether tasks/deliverables identified in this Contract have been successfully completed and acceptable to the EDD. The following process must be followed for reviews and approvals of DEDs and DADs.

16.1. DELIVERABLE EXPECTATION DOCUMENT (DED)

Prior to starting tasks/deliverables found in [SECTION 15. PROJECT \(CONTRACTOR\) TASKS AND DELIVERABLE REQUIREMENTS](#), the Contractor shall complete the Deliverable Expectation Document (DED) shown in [EXHIBIT A2: DELIVERABLE EXPECTATION DOCUMENT](#), is the form to be used for this contract. All DED's must be agreed upon and must be signed by the Contractor and Contract Manager prior to starting work. The Contractor will submit the DED to the EDD Contract Manager and EDD Section Chief for review and approval to perform work. This review and approval process can be found in [SECTION 16.3. DELIVERABLE ACCEPTANCE OR REJECTION](#)

For all the deliverables detailed in [SECTION 15.1. MAINTENANCE AND OPERATIONS ACTIVITIES](#), [SECTION 15.2. SYSTEM IMPROVEMENT ACTIVITIES](#), [SECTION 15.3. SALESFORCE MARKETING CLOUD SUPPORT ACTIVITIES](#),

- A. The Contractor will work with EDD stakeholders as part of a quarterly release planning process to refine the backlog and other Maintenance and Operations Support Activities. The Contractor must complete a DED in the State-approved Project Schedule/Work Plan before starting any work as part of the contract.
- B. All DEDs must be in writing and signed by the EDD Contract Manager and Contractor prior to starting work. Upon acceptance by the EDD Contract Manager, each DED must be incorporated into and become a part of the Contract and the terms and conditions of the Contract must apply to all such DEDs.
- C. The duration of the DED cannot exceed ninety (90) calendar days and is due for review fifteen (15) State business days before the Deliverable Start Date unless the State has granted written approval through the DED to deviate from the schedule.
- D. It is understood and agreed by both parties to this Agreement that all terms and conditions of this Agreement must remain in force with the inclusion of any such DED. Such DED must in no way constitute a Contract other than as provided pursuant to this Agreement nor in any way amend or supersede any of the other provisions of this Agreement.
 - Tasks/deliverables not specified either in the Agreement, or via an approved DED, may not be invoiced under the Contract and are completed at the Contractor's own expense.

For all the tasks and deliverables related to [SECTION 15.2. SYSTEM IMPROVEMENT ACTIVITIES](#),

- A. The initial backlog identified for the System Improvements is provided in [EXHIBIT B1: BACKLOG](#). This is subject to change per [SECTION 4. AMENDMENT](#).
- B. The following is a list of required information for the DED. This list is not all-inclusive. Any additional information deemed relevant to the work identified in the DED must be included.
 - Title of Task/Deliverable
 - Task/Deliverable description, which must include the purpose, objective, or goals to be

undertaken by the Contractor

- Acceptance criteria for the work to be performed
- Name or identification of the Contractor personnel to be assigned
- Contractor's estimated work hours required to accomplish the purpose, objective or goals
- Contractor's Cost which must be in accordance with the cost identified in [EXHIBIT C: COST WORKBOOK](#) Contractor's total cost for the DED.

- C. The DED establishes that the State and Contractor have a common understanding of the scope, schedule, format, content (depth and breadth), estimated hours per task/deliverable by staff member and acceptance criteria of services required prior to the Contractor beginning work. The State and Contractor will define and develop acceptance criteria and these tasks/deliverables must be assigned to the Contractor in each Weekly Meeting, including specific, measurable success factors, to be set forth in the DED.
- D. If, in the performance of the work, the Contractor determines that the work approved through the DED cannot be accomplished within the estimated work hours, the Contractor will immediately notify the EDD Contract Manager in writing of the Contractor's estimate of the additional time to complete the work in full. Upon receipt of such notification, the State may:
- a. Alter the scope of the DED in order to define tasks that can be accomplished within the remaining estimated work hours by issuance of an approved DED amendment (tasks would carry-over to the next Sprint), or
 - b. Terminate the DED.
- E. DEDs will not be used to add funding or resource classifications not identified in the original contract.

16.2. DELIVERABLE ACCEPTANCE DOCUMENT (DAD)

The Deliverable Acceptance Document (DAD) shown in [EXHIBIT A3: DELIVERABLE ACCEPTANCE DOCUMENT](#) (DAD), is the form to be used for this contract. For all the deliverables detailed in Section 15.1, 15.2, 15.3, the Contractor must complete a DAD form and submit the following to EDD Contract Manager for review, approval and acceptance of the deliverable:

- Completed DAD.
- Approved DED associated to this DAD.
- Completed deliverable per the approved DED.

16.3. DELIVERABLE ACCEPTANCE OR REJECTION

It must be EDD's sole determination whether project tasks/deliverables identified in this Contract have been successfully completed and are acceptable to the EDD. The following process must be followed for reviews and approvals of DEDs and DADs:

1. The Contractor will develop and submit a DED/DAD to EDD Contract Manager and EDD Section Chief for review and approval.
2. The EDD Contract Manager and EDD Section Chief will facilitate the complete review of the DED/DAD within twenty (20) State business days upon receipt from the Contractor.
3. The EDD Contract Manager and EDD Section Chief will notify the Contractor that the DED/DAD is approved or, if unacceptable, a request for changes or corrections.
4. If the DED/DAD is unacceptable, the Contractor will, within five (5) State business days after initial problem notification, provide a revised and updated DED/DAD.
5. Upon Contractor submission to EDD Contract Manager and EDD Section Chief of revised/corrected DED/DAD, EDD Contract Manager and EDD Section Chief will facilitate the complete review within ten (10) State business days and provide approval.
6. If the DED/DAD remains unacceptable, the EDD Contract Manager will follow the Problem Escalation Process in [SECTION 13. ESCALATION PROCESS](#)
7. Timeframes within this process may be modified by mutual agreement between EDD and the Contractor.

17. DATA HANDLING AND OWNERSHIP

The information and data to be provided by EDD under this Contract shall remain the exclusive property of EDD. This information and data is not open to the public and requires special precautions to protect from loss and unauthorized use, disclosure, modification, or destruction. This information and data shall not be shared without written permission from EDD.

The Contractor shall have a non-exclusive right to use and process the information for the purposes stated in this Contract. This right shall be revoked immediately upon termination of the Contract. Disclosure of the data to the Contractor in the performance of the Contract shall not transfer ownership of information to the Contractor or its employees or agents.

Refer to State Administrative Manual (SAM) section 5300 for more information: <https://www.dgs.ca.gov/Resources/SAM/TOC/5300>

18. REPORTING

For each month of M&O activities, the Contractor must provide a report on M&O services performed per [SECTION 28. MAINTENANCE AND OPERATIONS \(M&O\)](#).

The Contractor shall submit Monthly written status reports in MS Word format to the State. The reports shall be detailed regarding current status and future activities. Status reports are not considered deliverables under the terms of this Contract. These reports shall include, but not be limited to:

1. Monthly SLA Report - Provide monthly metrics reports to EDD summarizing:

- a. Incident volume, categorized by priority
- b. Status of ongoing incident investigations
- c. Resolution timelines for all incidents
- d. Number and types of updates or operational changes implemented under M&O, including details on testing, deployment, and associated release notes

2. Monthly Activity Report

- a. Maintenance and Operations:
Summary of Tasks and Deliverables completed during the reporting period as part of [SECTION 15.1. MAINTENANCE AND OPERATIONS ACTIVITIES](#) and [SECTION 15.3. SALESFORCE MARKETING CLOUD SUPPORT ACTIVITIES](#)
- b. Integration Support:
Summary of Tasks and Deliverables completed during the reporting period as part of [SECTION 15.2. SYSTEM IMPROVEMENT ACTIVITIES](#)
- c. System Improvements:
 - i. Summary of Tasks and Deliverables completed during the reporting period as part of [SECTION 15.2. SYSTEM IMPROVEMENT ACTIVITIES](#)
 - ii. Effort spent to support tasks and deliverables as part of [SECTION 15.2. SYSTEM IMPROVEMENT ACTIVITIES](#)
- d. Risks and Issues:
Highlight tasks and deliverables that are behind schedule and adopted remediation plans, and overall impact on the engagement.
- e. Planned Activities for next month

3. The Contractor must submit an initial Root Cause Analysis (RCA) document for every Severity Level 1 and Severity Level 2 deficiency within twenty-four (24) hours of identification.
 - a. The initial RCA document must provide, as it is understood at the time of submission, the deficiency identification time and date, an estimate of solution and user impacts, an estimate of the duration, actions taken and planned, and a timeline for submission of a completed RCA.
4. Ad hoc reporting as required.
5. If requested, the Contractor shall participate in periodic briefings for stakeholders, as deemed appropriate by the State.
6. Deliver monthly reports and analysis of Salesforce license and Restricted Use License (RUL) usage for the entire application, categorized by:
 - a. Application: Break down usage by the specific applications accessed within the Org (e.g., Marketing Cloud, Service Cloud, etc.).
 - b. User Access and Role: Analyze user-based access, including which features and data

- each user can access based on their assigned roles.
- c. Contractor Accounts: Detail Contractor accounts within the Org, along with their assigned roles and access levels.
 - d. System Accounts: Identify and list all system accounts and their current usage.
 - e. Orphan Accounts: Report on inactive accounts without assigned users or owners.
 - f. Inactivity: Analyze user login data, identifying accounts not logged in for over 90- 120-180 days.
 - g. The EDD Business Area: Provide a separate breakdown of license and RUL usage specific to each EDD business area (if applicable).
 - h. Metrics and Visualizations: Include key metrics like license utilization rates, feature access trends, and inactive user ratios with charts or graphs for visual clarity.
 - i. Actionable Insights: Highlight any opportunities for license optimization, access control adjustments, or user account cleanup based on the analysis.
 - j. Security Recommendations: suggest security improvements based on identified access or inactivity patterns.

19. SECURITY

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

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

The EDD must ensure agreements with state and non-state entities include provisions which protect and minimize risk to the state when engaging in the development, use, or maintenance of information systems, products, solutions, or services. In order to comply with the State Administrative Manual (SAM) Section 5300, Contractor must comply with [EXHIBIT H: SECURITY AND DATA PROTECTION](#).

Contractor must also comply with Safeguarding Contract Language for Technology Services as in [EXHIBIT G: SAFEGUARDING CONTRACT LANGUAGE FOR TECHNOLOGY SERVICES](#).

20. DISASTER RECOVERY

The Contractor shall review and update the ISRP annually as described in [SECTION 15.1.5](#).

DOCUMENTATION AND KNOWLEDGE TRANSFER. The plan documents the approach, task, documentation, and activities that need to be carried out to recover the applications in case of an incident or disaster.

The Contractor shall work with EDD staff to ensure processes and systems are in place to ensure that data, application software, and configurations are backed up and can be restored in the event of a failure. The Contractor shall ensure these processes and systems are operating correctly by:

- Verifying logs and backup outputs to detect deficiencies in the backup and restore processes to ensure that deficiency conditions are corrected.
- Verifying backup and recovery processes are complete and correct following software or configuration changes.
- Backup and restore in the event of a failure shall be conducted by the State with assistance as needed from the Contractor in the event of a disaster, with regular updates on its status, including contingencies.

21. DELIVERY (SOFTWARE)

The system will use a cloud-based infrastructure, cloud-based version control software, and software subscriptions. There will not be any physical delivery requirements.

22. SOFTWARE NEEDS

The Contractor is responsible for all Salesforce software licenses and will assign them to EDD during the initial purchase/designation of the licenses. The EDD requires a subscription-based licensing model per **EXHIBIT C: COST WORKBOOK.**

23. COMPATIBILITY AND INTERFACE

Interfaces that support the Salesforce applications across various Orgs and environments. Interfaces enable data exchange and process integration with internal and external systems and are key to ongoing business operations.

The Contractor will be responsible for monitoring, supporting, and maintaining these integrations. This includes responding to interface-related incidents, resolving failures or data discrepancies, managing version changes, and supporting minor configuration updates or adaptive adjustments required to keep integrations aligned with evolving operational needs.

The Contractor is expected to maintain up-to-date documentation for each interface, support issue resolution processes, and coordinate with relevant stakeholders to ensure interface functionality and performance are preserved throughout the engagement.

The list of interfaces are detailed in [EXHIBIT I: SF INTERFACES](#).

24. TECHNOLOGY REFRESH

The Contractor must ensure Salesforce software refresh efforts are performed as described in [SECTION 15.1.2. PLATFORM MAINTENANCE](#). The Contractor will test and validate the EDD Salesforce applications for any impacts resulting from EDD or partner software and hardware refresh efforts that may impact the EDD Salesforce application.

25. TESTING ACTIVITIES

The Contractor will collaborate with EDD staff to carry out the testing activities while performing the activities as described in [SECTION 15. PROJECT \(CONTRACTOR\) TASKS AND DELIVERABLE REQUIREMENTS](#):

1. The Contractor shall test application and updates to ensure there is no unacceptable degradation in performance introduced by the system changes by measuring the new system performance against baseline performance metrics.
2. The Contractor shall support any Performance Testing by with the following tasks:
 - a. Pre-Production build
 - b. Data Setup
 - c. Co-ordinate with Salesforce Product for conducting Performance tests
 - d. System resource utilization on the SaaS and dependent applicable systems.
 - e. Length of time each function spends in each component of the system client, rate limits, etc.
3. The Contractor shall use EDD-approved tools or EDD-provided tools for all testing activities, including automation testing, ensuring compatibility with existing systems and workflows.
4. The Contractor will communicate the status of any defects, deficiencies and their resolution timelines via email or written communication to designated stakeholders.
5. Salesforce Test Environments and Data Management:
 - a. The Contractor shall maintain and support all Salesforce test environments, ensuring that they are properly configured and up-to-date to simulate the production environment as closely as possible.
 - b. The Contractor shall ensure the availability of accurate and sufficient test data for both Salesforce and other integrations, ensuring that the data used in testing scenarios mirrors real-world production data as closely as possible, without violating any privacy or security policies.
 - c. The Contractor is responsible for developing test scripts, test plans, test data and acceptance test procedures, in close coordination with EDD staff.

- d. The Contractor shall ensure that the test scripts and test plan follow industry standards, are thorough, and cover all relevant test areas, including functionality, integration, performance, security, and usability.

6. Contractor Support for Test Environments:

- a. The Contractor is responsible for supporting the test environments, ensuring their stability, scalability, and accuracy.
- b. The Contractor shall also assist in test data preparation, ensuring that test data is realistic and relevant for all the test scenarios defined in the plan.

26. TRANSITION OF OPERATION TO NEW CONTRACTOR OR TO STATE

The Contractor will continue to provide maintenance and operations support for the system throughout the Contract's life. The Contractor shall work collaboratively with the EDD to ensure a smooth transition of services as required within the final six (6) months of the Contract term or extension period.

1. The Contractor shall provide support as described in [SECTION 15.1.5. DOCUMENTATION AND KNOWLEDGE TRANSFER](#) as requested by the State pertaining to the delivery of all services specified in the contract.
2. The Contractor shall collaborate with the State to ensure the State can validate that all systems are operational at the time of transition.
3. The Contractor shall ensure and verify that all State-owned data is deleted from all Contractor systems or instances no later than the last day of the contract, including but not limited to user, provider, recipient and other data.

27. KNOWLEDGE TRANSFER AND/OR TRAINING

Knowledge management activities ensure effective knowledge transfer of EDD system architecture, EDD system M&O technical processes and procedures, program knowledge specific to the EDD applications, and EDD workplace policies and procedures to all resources providing M&O services. Contractor resources shall participate in knowledge management activities, both at the beginning of the contract (transition-in), and as resources are added, reduced, or replaced throughout the contract period. During the transition-in period, Contractor resources will be responsible to receive and assimilate system information from current EDD staff or its designees and satisfactorily complete an initial Operations Readiness Assessment. The Contractor shall make its resource available to begin transition-in activities in the classifications specified by the State and, in line with the Contractor's plan to transition-in their resources.

The Contractor will perform the Knowledge Transfer activities as detailed in [SECTION 15.1.5. DOCUMENTATION AND KNOWLEDGE TRANSFER](#).

28. MAINTENANCE AND OPERATIONS (M&O)

This Contractor will work with the incumbent to transition M&O services to this contract. [SECTION 27. KNOWLEDGE TRANSFER AND/OR TRAINING](#) must be followed for these transition services. Upon completion of transition of services, M&O will begin.

During M&O, the Contractor must perform updates, resolve problems, and make changes to improve efficiencies throughout the life of the Agreement. Deficiency resolution will be performed at the Contractor's own expense as part of M&O.

The system updates/software releases must follow EDD's change management and release procedures as described in [SECTION 15.1.3. RELEASE MANAGEMENT](#).

1. The Contractor must: provide M&O services necessary to ensure the continuing operation of each Release into Production according to [SECTION 15.1. MAINTENANCE AND OPERATIONS ACTIVITIES](#).
2. All metrics reports must be submitted in a format acceptable to EDD and be available for audit upon request.
3. Utilize historical trends in incident and update volumes to identify opportunities for improving support efficiency within the boundaries of M&O. This includes refining monitoring capabilities, enhancing automation of routine operational tasks, and strengthening system stability.
4. The Contractor shall focus on performing adaptive, perfective, and corrective changes; addressing technical debt; implementing preventative maintenance activities; and assisting with backlog refinement, in close collaboration with EDD stakeholders. These efforts may include applying updates and operational changes that support continued system stability, efficiency, and maintainability as described in [SECTION 15.2. SYSTEM IMPROVEMENT ACTIVITIES](#).
5. EDD reserves the right to review and audit the Contractor's tasks and deliverables at any time during the Agreement period.

29. INSURANCE REQUIREMENTS

1. General Provisions Applying to All Policies

- A. **Coverage Term** – Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least thirty (30) days prior to the expiration of this insurance. Any new insurance must still comply with the original terms of the contract.
- B. **Policy Cancellation or Termination & Notice of Non-Renewal** – Contractor is responsible to notify the State within five (5) business days of any cancellation, non-renewal or material change that affects required insurance coverage. New certificates of insurance are subject to the approval of the Department of General Services and the Contractor agrees no work or services will be

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

- C. **Premiums, Assessments, and Deductibles** – Contractor is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within their insurance program.
- D. **Primary Clause** – Any required insurance contained in this contract shall be primary, and not excess or contributory, to any other insurance carried by the State.
- E. **Insurance Carrier Required Rating** – All insurance companies must carry an AM Best rating of at least “A–” with a financial category rating of no lower than VII. If the Contractor and/or Permittee is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
- F. **Endorsements** – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- G. **Inadequate Insurance** – Inadequate or lack of insurance does not negate the contractor and/or Permittee’s obligations under the contract.
- H. **Satisfying an SIR** - All policies with an SIR shall be endorsed to allow the State to satisfy the SIR or Deductible at the State’s discretion. The State may deduct from any amounts otherwise due to Contractor to fund the SIR/deductible. Policies shall not contain any provision that limits the satisfaction of the SIR / deductible to the Named Insured. The contractor’s insurer may also eliminate the SIR / deductible in favor of the State’s interests.
- I. **Available Coverages/Limits** - All coverage and limits available to the contractor shall also be available and applicable to the State.
- J. **Subcontractors** - In the case of Contractor’s utilization of subcontractors to complete the contracted scope of work, Contractor shall include all subcontractors as insured’s under Contractor’s insurance or supply evidence of insurance to The State equal to policies, coverages and limits required of Contractor.
- K. **Required Insurance** - By requiring the insurance herein, the Department does not represent that the insurance coverage and limits will necessarily be adequate to protect the Contractor and such coverage and limits shall not be deemed as a limitation on the Contractor’s liability under the indemnities granted to the Department in this Contract.
- L. **Insurance Certificate** - Contractor shall provide an insurance certificate evidencing the required insurance coverage before work commences under this Agreement.

2. Insurance Requirements

A. Commercial General Liability

Contractor shall obtain, at Contractor’s expense, and keep in effect during the term of this Contract,

Commercial General Liability Insurance covering bodily injury, and property damage in a form and with coverages that are satisfactory to the State. This insurance shall include personal and advertising injury liability, products, completed operations, and contractual liability coverage for the indemnity provided under this contract. Coverage shall be written on an occurrence basis in an amount not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000. **The State of California, its officers, agents, and employees are to be covered as additional insureds with respect to liability arising out of work or operations.**

B. Automobile Liability

Contractor shall maintain motor vehicle liability with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles. **The policy must name The State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the contract.** If contractor will not have any commercially owned vehicles used during the life of this Agreement, by signing this Agreement, the Contractor certifies that the Contractor and any employees, subcontractors or servants possess valid automobile coverage in accordance with California Vehicle Code Sections 16450 to 16457, inclusive. The State reserves the right to request proof at any time.

C. Workers' Compensation and Employer's Liability

Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Contract. In addition, employer's liability limits of \$1,000,000 are required. By signing this contract, Contractor acknowledges compliance with these regulations. **A Waiver of Subrogation or Right to Recover endorsement in favor of the State of California must be attached to certificate.**

D. Professional Liability

Contractor shall maintain Professional Liability covering any damages caused by a negligent error, act or omission with limits not less than \$2,000,000. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work.** If coverage is canceled or non-renewed, and not replaced **with another claims-made policy form with a Retroactive Date prior to** the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of **Five (5)** years after completion of work.

E. Cyber Liability insurance

Contractor shall maintain Cyber Liability Insurance, with limits not less than **\$2,000,000**. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this

agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines, and penalties as well as credit monitoring expenses.

In the event any other section of the SOW specifies higher liability limits than the limits specified in this section, the higher liability limits shall take precedence.

30. SERVICE LEVEL AGREEMENTS (SLAS)

This section includes performance specifications that are applicable to the Salesforce Orgs, applications and service elements. It contains an SLA table with SLA names and descriptions that provide the State's framework, requirements relating to service level commitments, and the implications of meeting versus failing to meet the requirements and objectives, as applicable.

The mechanism set out herein will be implemented to manage the Contractor's performance against each Service Level and to monitor the overall performance of the Contractor in maintaining and operating the Salesforce Org applications.

The Contractor is required to comply with the performance management and reporting mechanisms within the scope of this Agreement.

The State will not hold the Contractor responsible for incidents outside the Contractor's control. Completion of root cause analysis will determine, on a case by case basis, if an SLA violation has occurred.

1. Solution Availability: Production Environment

TITLE	DESCRIPTION
Name	Solution Availability: Production Environment
SLA	The Solution is available 99.90% of the time, calculated on a monthly basis, and measured, 24 hours per day, 7 days a week.
Measurement Process	The Contractor shall be responsible for meeting the Solution's Availability SLA. The Solution's Availability SLA shall be calculated as follows:

TITLE	DESCRIPTION
	• $(100 * \text{Data Element A}) / (\text{Data Element B})$ • <u>Definitions:</u> 1. Data Element A = (Month Minutes) – (Contractor-Scheduled Downtime Minutes) – (Downtime Minutes Not Attributable to the Contractor) – (Unscheduled Downtime Minutes Attributable to the Contractor) 2. Data Element B = (Month Minutes) – (Contractor-Scheduled Scheduled Downtime Minutes) – (Downtime Minutes Not Attributable to the Contractor) 3. Month Minutes: The number of minutes within the reporting period. 4. Contractor-Scheduled Downtime Minutes = The number of minutes of Contractor-scheduled, <u>State-approved</u> downtime during the reporting period. All planned maintenance requiring downtime and requests for Salesforce solution downtime shall be made to the State in advance and approved by the State. 5. "Downtime Minutes Not Attributable to the Contractor" are the minutes of downtime during the reporting period that are not attributable to or caused by the Contractor (e.g., State-directed downtime, interruption of services for other solution providers, and Salesforce platform-level issues as documented by Salesforce Trust Status). 6. Unscheduled Downtime Minutes Attributable to the Contractor = The number of minutes of unscheduled, non-State directed downtime as defined by the duration of all PL1 and PL2 Incidents that are caused by the Contractor that impact the Salesforce solution during the reporting period.

TITLE	DESCRIPTION
Liquidated Damages	Each month the Contractor's performance fails to meet the SLA, the State may assess liquidated damages in the amount provided below based on the System Availability for the reporting period: For every full sixty (60) aggregate minutes of unavailability attributable to the Contractor beyond the SLA threshold, the Contractor's monthly invoice may be reduced by \$25,000.
Measurement Period	Monthly.
Reporting	Any Unscheduled Downtime Minutes Attributable to the Contractor must be documented and explained in writing to the State within twenty-four (24) hours of the start of the downtime. The Contractor must report all occurrences and duration of each downtime, as described in the Maintenance and Operations Plan. This information must be provided as part of the Monthly Activity Report.

2. Solution Response Time: Production Environment

TITLE	DESCRIPTION
Name	Solution Response Time: Production Environment
SLA	80% of the forms must respond in less than four (4) seconds 90% of the forms must respond in less than six (6) seconds 98% of the forms must respond in less than 10 seconds Where response time is defined as the time from which

TITLE	DESCRIPTION
	the page or form is submitted, to the time that the last byte has been received by the browser.
Measurement Process	Page performance will be monitored using a commercially available third-party performance monitoring tool or Salesforce-native monitoring utilities (e.g., Event Monitoring, Salesforce Optimizer) as approved by the State.
Liquidated Damages	System Response Time SLA: Each month the Contractor's performance fails to meet the SLA, the State may assess liquidated damages in the amount of \$25,000.00.
Measurement Period	Monthly.
Reporting	The Contractor shall provide a monthly report of System Response Time performance including: 1. System page load response times for pages failing the threshold and root causes if attributable to custom code or configuration 2. Process used for measurement 3. Top pages by access volume 4. Response time distribution for the top pages The EDD may require the Contractor to provide an RCA for slow response times at their discretion.

3. PL1 and PL2 Incident Resolution Time

TITLE	DESCRIPTION
Name	PL1 and PL2 Incident Resolution Time
SLAs	1. PL1 Incidents must be require logging notification, work around, and plan for resolution within two (2) hours of Contractor notification, as recorded in the EDD's service management tool. 2. PL2 Incidents must be require logging notification, work around, and plan for resolution within four (4) hours of Contractor notification, as recorded in the EDD's service management tool.

TITLE	DESCRIPTION
	<u>Definitions:</u> 1. PL1 Incident definition is included in SECTION 34. GLOSSARY OF TERMS 2. PL2 Incident definition is included in SECTION 34. GLOSSARY OF TERMS 3. Resolution = Incident remediation released to Production, with State approval, and the incident has not re-occurred.
Measurement Process	If a production system incident resolution time is greater than the SLA for the incident priority, the SLA for that incident is not met.
Liquidated Damages	For each incident the Contractor's performance falls below the SLA, the State may assess liquidated damages in the amount of \$1,000 per Incident per day for PL1 incident(s) and \$500 per incident per day for PL2 Incident(s) that did not meet the SLA.
Measurement Period	Per PL1 and PL2 incidents, Monthly.
Reporting	The State shall generate a report from EDD's service management tool based on Incident Priority Level, Open Date, and Resolved Date, Description of Issue, Description of Resolution. This information must be provided as part of the Monthly Activity Report as and when they occur.

4. Technology Recovery

TITLE	DESCRIPTION
Name	Technology Recovery
SLA	The Contractor shall restore System operations per the requirements of the Salesforce application(s) Information Systems Recovery Plan within 24 hours of the State's declaration of the disaster (in accordance with the disaster declaration process defined in the Information Systems Recovery Plan).
Measurement Process	The recovery time of a disaster shall be measured from the time of the declaration of the disaster until restoration of the Salesforce solution per the requirements of the Information Systems Recovery Plan.
Liquidated Damages	For each instance that the recovery takes: 1. More than 24 hours but less than 36 hours, the State may assess liquidated damages in the amount of \$25,000.00. 2. More than 36 hours but less than 48 hours, the State may assess liquidated damages in the amount of \$50,000.00. 3. More than 48 hours but less than 72 hours, the State may assess liquidated damages in the amount of \$100,000.00.
Measurement Period	Per declared disaster
Reporting	The Contractor shall provide a detailed report of the Technology Recovery process, as specified in the Information Systems Recovery Plan, within thirty (30) calendar days of the declared disaster. The Contractor shall report all disaster events within the Monthly Activity Report. The Contractor will provide a Root Cause Analysis (RCA) for each occurrence. The RCA must include but is not limited to: 1. Date of Incident 2. Time of incident 3. Duration of incident

TITLE	DESCRIPTION
	4. Cause 5. Impact 6. Associated Ticket Number(s) 7. Resolution 8. Remediation

5. SOLUTION DEFICIENCY CORRECTION

Title	Description
Performance Standards	The Contractor must maintain the Solution Deficiencies (including Warranty) by

Title	Description
	Severity below the thresholds identified in the Expected Service Level Agreements. Solely for the purposes of this Solution Deficiency Correction SLA, the term “Solution Deficiencies” means deficiencies in the solution (identified in either the production environment, solution test or another higher environment) that are identified by the State as an Incident (during the M&O periods) under the Agreement. The Contractor and the State must mutually prioritize and schedule Solution Deficiencies. Deficiency Severity Levels are defined as: Severity Level 1 Solution Deficiency: • Renders the solution totally inoperable, or there is a critical solution outage, or • Degrades performance such that the solution is effectively unavailable. Examples include but are not limited to the user cannot log into the solution, or the Tester is unable to access the test environment. Severity Level 2 Solution Deficiency: • Results in critical functions, components, or features being down or unusable or • Prevents the accomplishment of a critical function where there is no alternate procedure by which the function can be performed. Examples include but are not limited to: solution errors preventing users from completing critical functions and Deficiencies, and/or causing data corruption. Critical functions are limited to the following where at least fifty percent (50%) of the solution total users and/or associated transactions are unable to process to successful completion. Severity Level 3 Solution Deficiency: • A component, application or procedure is difficult to use causing some operational impact but where an alternate procedure acceptable to the State in its reasonable judgment is available to avoid operational impacts on the users. Examples include but are not limited to a page within the solution is not working but avenues are available to complete the business process,

Title	Description
	albeit less conveniently; a functional component or service outage with an alternative workaround where the workaround degrades the operation of the solution from the user perspective; preferred method for completing business process is blocked but alternate method is available; test script can be executed and completed with workaround. Severity Level 4 Solution Deficiency: Any disruption in service that has a minor business or job impact affecting multiple users or customers where those people affected are still able to perform their functions. A service component or procedure, which is not critical, is unusable but where an alternate procedure acceptable to the State is available. Examples include, but are not limited to, a degradation in solution performance, data element is mislabeled, or data element is misplaced on the page, test script can be completed without having to alter the page flow. The State and Contractor will jointly review and agree on severity classification and prioritization.
Measurement Process	On the last day of every month, the Contractor must measure all Solution Deficiencies by Severity that have not reached the Passed Test, Passed User Acceptance Testing (UAT), or Rejected state. If the Production Warranty Deficiencies in any of the Severity categories are above the Expected threshold, the SLA as a whole must be defined as not meeting the Expected Performance Standard. Further, if Solution Deficiencies in any Severity category is above the Minimum threshold, the SLA as a whole must be defined as not meeting the Minimum Performance Standard.
Liquidated Damages	For each month the Contractor's performance falls below the Expected Service Level Agreement, the Contractor's invoice payment amount must be reduced two thousand five hundred dollars (\$2,500) per Severity Level 1 and Severity Level 2 Deficiency and reduced one thousand dollars (\$1,000) per Severity Level 3 Deficiency. Monthly Liquidated Damages Cap (this SLA) \$25,000.
Expected Service Level Agreement	Severity Level 1 Solution Deficiencies: Deployed to Production within twenty-four (24) hours of classification as Severity Level 1.

Title	Description
	Severity Level 2 Solution Deficiencies: Deployed to Production within forty-eight (48) hours of classification as Severity Level 2 Severity Level 3 Solution Deficiencies: None more than sixty (60) calendar days old Severity Level 4 Solution Deficiencies: None more than one hundred and twenty (120) calendar days old
Measurement Period	Monthly
Exceptions	None, except as documented in the Measurement Process
Reporting	The Contractor must include this SLA Metric in the Monthly Activity Report.

6. SECURITY INCIDENT NOTIFICATION

Title	Description
Performance Standards	The Contractor must notify the EDD Chief Information Security Officer or designee within four (4) hours following the identification of any suspected Minor or Major Security Incidents related to the solution.
Measurement Process	Incidents of the Contractor not notifying the State about the security incident upon discovery.
SLA Definitions	For purposes of this SLA, the following capitalized terms must have the respective meanings set forth below: Major Incident: Must mean: i) incidents involving the unauthorized logical or physical access to the solution; ii) denial of service attacks which prevent or impair the authorized use of the solution; iii) successful malicious coding attacks, including those involving the use of a virus, worm, or Trojan horse code-based attack upon the solution; iv) unblocked scans, probes or attempts by unauthorized persons to access the solution; or v) incidents involving PII as such terms are defined below. Personally Identifiable Information (PII): must mean any information about an individual including education, financial transactions, and criminal or employment history, and information which can be used to distinguish or trace an individual's identity, such as their name, social security number, date and place of birth, mother's maiden name, biometric records, etc., that is linked or linkable to an individual.

Title	Description
	Minor Incident: Must mean any improper usage of the solution, including the unacceptable use of any network or violation of State computer or information security policy related to the solution.
Liquidated Damages	For each Incident that Contractor fails to notify the State upon discovery, must invoke the following Service Level Agreement set forth above. The Contractor's invoice payment amount must be reduced by twenty-five thousand dollars (\$25,000) for every four (4) consecutive hour period of non-delivery.
Reporting	The Contractor must report performance within the Monthly Activity Report. For Security Incidents the Contractor must also submit a summary of the incident in the Security Incident/RCA Report.

7. SECURITY INCIDENT MITIGATION PLAN

Title	Description
Performance Standards	The Contractor must provide the EDD Chief Information Security Officer or designee with a mitigation plan with any corrective actions needed to mitigate the Security Incident within: • Four (4) hours of notifying the State of any potential or actual Major Incident; and • Eight (8) hours of notifying the State of any potential or actual Minor Incident, as defined within the SLA Definitions below.
Measurement Process	The Security Incident Mitigation Plan SLA must be calculated as: • $(100 * \text{Data Element A}) / (\text{Data Element B})$ • Data Element A: Number of Mitigation Plans delivered on time within the reporting period. • Data Element B: Number of Mitigation Plans due within the reporting period.
SLA Definitions	For purposes of this SLA, the following capitalized terms must have the respective meanings set forth below: Major Incident: Must mean: i) incidents involving the unauthorized logical or physical access to the solution; ii) denial of service attacks which prevent or impair the

Title	Description
	authorized use of the solution; iii) successful malicious coding attacks, including those involving the use of a virus, worm, or Trojan horse code-based attack upon the solution; iv) unblocked scans, probes or attempts by unauthorized persons to access the solution; or v) incidents involving PII as such terms are defined below. Minor Incident: Must mean any improper usage of the solution, including the unacceptable use of any network or violation of State computer or information security policy related to the solution. Personally Identifiable Information (PII): must mean any information about an individual including education, financial transactions, and criminal or employment history, and information which can be used to distinguish or trace an individual's identity, such as their name, social security number, date and place of birth, mother's maiden name, biometric records, etc., that is linked or linkable to an individual.
Liquidated Damages	If the Contractor's performance falls below the Minimum Service Level Agreement set forth above, the Contractor's invoice payment amount must be reduced by ten thousand dollars (\$10,000) per violation, with a monthly SLA-specific cap of fifty thousand dollars (\$50,000). The criteria and damage assessment must be determined by the EDD Chief Information Security Officer or designee, appointed State and federal legal authorities, and Contractor representatives.
Expected Service Level Agreement	One hundred percent (100%)
Measurement Period	Monthly

8. SECURITY INCIDENT MANAGEMENT REPORT

Title	Description
Performance Standards	The Contractor must provide an initial written report and assessment to the EDD Chief Information Security Officer or designee within thirty-six (36) hours of any Major or Minor Incident regarding any and all actions taken concerning the Major or Minor incident, the current status, and any potential impact(s) the Major or Minor Incident may have upon the solution. A full written report and assessment must be provided by the

Title	Description
	Contractor within ten (10) days.
Measurement Process	The Security Incident Management Report SLA must be calculated as follows: • $(100 * \text{Data Element A}) / (\text{Data Element B})$ • Data Element A: Number of Management Reports delivered on time within the reporting period. • Data Element B: Number of Management Reports due within the reporting period.
Liquidated Damages	For each month the Contractor's performance falls below the Expected Service Level Agreement set forth above, the Contractor's invoice payment amount must be reduced by ten thousand dollars (\$10,000) for the month in which the performance standard specified in the SLA was not met.
Expected Service Level Agreement	One hundred percent (100%)
Measurement Period	Monthly
Exceptions	None
Reporting	The Contractor must report performance within the Monthly Activity Report. For Security Incidents, the Contractor must also submit a summary of the incident in the Security Incident/RCA Report.

9. DATA BREACH

Title	Description
Definition	"Data Breach" means the unauthorized access that results in the use, disclosure, destruction, modification, loss or theft of the State's unencrypted Personal Data or Non-Public Data.
Performance Standards	The Contractor must provide notification in writing of any actual or suspected Data Breach (whether confirmed or suspected) or related security event to the State Project Director immediately (no later than within one (1) hour of the actual or suspected

Title	Description
	security event. The Contractor must provide in writing its preliminary report of the security event within three (3) working days, and a full detailed written report within ten (10) working days of the security event.
Measurement Process	The reporting time of the Data Breach must be measured from the time of the identification by either party of the Data Breach until the delivery of the full detailed report has been delivered and confirmed as received by the EDD Chief Information Security Officer.
Liquidated Damages	A Data Breach may result in damages up to one hundred percent (100%) of the Contract value. The criteria and damage assessment must be determined by EDD, appointed State and federal legal authorities, and Contractor representatives. The State will have the sole authority to make the final determination of the amount of damages to be assessed.
Expected Service Level Agreement	One hundred percent (100%)
Measurement Period	Per declared Data Breach
Reporting	The Contractor must report full details of data breach within the Monthly Activity Report. For Security Incidents, the Contractor must also submit a summary of the incident in the Security Incident/RCA Report.

10. Key Staff Replacement

TITLE	DESCRIPTION
SLA	Key staff must be replaced within the timeframe and the process in accordance with SECTION 12. KEY PERSONNEL CHANGES .
Measurement Process	The start date of the measurement begins on the date the Contractor provides notification of any proposed changes, or on the date the State requests the Contractor to replace key staff plus the number of days as defined in SECTION 12. KEY PERSONNEL CHANGES .

TITLE	DESCRIPTION
	Key staff positions must not be filled with State employees to fulfill the roles and responsibilities of the position in a temporary capacity and/or maintain responsibility for a Contractor's key staff position.
Liquidated Damages	For each State business day, over the number of days required to replace key staff, as defined in SECTION 12. KEY PERSONNEL CHANGES , the State may assess liquidated damages in the amount of the key staff hourly rate defined in EXHIBIT C: COST WORKBOOK multiplied by eight (8) hours per business day until an approved key staff replacement starts.
Measurement Period	Daily, for each Key Staff position that has not been filled within the number of days required.
Reporting	The State must report delays to key staff fulfillment to the Contractor's Contract Manager.

31. LIQUIDATED DAMAGES

Liquidated Damages are intended to encourage timely completion of critical project milestones and the provision of reliable and responsive services from the Contractor. The purpose of this Liquidated Damages provision is to ensure adherence to the requirements of the Agreement and to set an amount in advance of contractual non-compliance to compensate the EDD for damages that are impractical or extremely difficult to estimate, but which would be sustained by the EDD in the event the Contractor fails to perform services as agreed. The Liquidated Damages are intended to be a reasonable estimate of the damages and costs the EDD would sustain as a result of non-compliance to the terms of the Contract. These amounts are not punitive. The EDD and Contractor, therefore, agree that in the event the Contractor fails to perform certain agreed upon services in a timely manner as specified in [SECTION 30. SERVICE LEVEL AGREEMENTS \(SLAS\)](#), the EDD may assess the Contractor such amounts as Liquidated Damages, and not as a penalty.

The Liquidated Damages will not exceed ten percent (10%) of the Agreement Amount (excluding the cost of the licenses).

The EDD may deduct Liquidated Damages from Contractor's fees as earned or may assess such Liquidated Damage fees by a separate invoice at any time during the Agreement or within thirty (30) days after the Agreement ends.

The State will notify the Contractor Representative in writing of any claim for Liquidated Damages pursuant to this Section on or before the date the State deducts such sums from money payable to the

Contractor.

If the EDD imposes Liquidated Damages, upon notification by the EDD, the Contractor shall show the Liquidated Damages as a subtracted item from its invoice(s) to the EDD.

Imposition of Liquidated Damages does not constitute a waiver of the State's right to issue a Stop Work Order, as provided in Provision 45 Stop Work of the GSPD-401IT or to terminate the Agreement pursuant to Provision 23 Termination for Default of the GSPD-401IT. In the event of such a termination, the State shall be entitled at its discretion to recover actual damages caused by the Contractor's failure to perform its obligations under this Agreement.

The EDD may deduct Liquidated Damages from Contractor's fees as earned or may assess such Liquidated Damage fees at any time during the Agreement or within thirty (30) days after the Agreement ends, in accordance with the following steps:

1. The State will notify the Contractor Representative in writing of any claim for Liquidated Damages pursuant to this Section on or before the date the State deducts such sums from money payable to the Contractor.
2. If the EDD imposes Liquidated Damages, upon notification by the EDD, the Contractor shall show the Liquidated Damages as a subtracted item from its invoice(s) to the EDD.

32. BUDGET DETAIL AND PAYMENT PROVISIONS

In consideration of services performed, EDD agrees to compensate the Contractor for services performed in accordance with the rates specified in [EXHIBIT C: COST WORKBOOK](#), which is attached hereto and made a part of this Contract.

32.1. INVOICING AND PAYMENT

Invoices for licenses and completed deliverables shall not be submitted more frequently than monthly in arrears. Invoices shall be submitted on Contractor's letterhead and include the following:

- a. The Contractor name, address and phone number
- b. The Contract #Mxxxxx
- c. The Contractor's invoice number
- d. The invoice date
- e. Dates of services performed and/or deliverables completed
- f. Approved DED and DAD for completed work
- g. Personnel name, classification, rate per hour and hours worked
- h. Title or description of licenses and amount of licenses being charged per line item

Each invoice must include a certification statement signed by a company official, attesting to the accuracy

of the invoice data. Costs may not exceed the rates specified in [EXHIBIT C: COST WORKBOOK](#).

Invoices shall be submitted to:

E-mail: ITBConsultingInvoices@edd.ca.gov

32.2. 10% WITHHOLD

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

32.3. PAYMENT WITHHOLD

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

32.4. BUDGET CONTINGENCY

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

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

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

32.5. AVAILABILITY OF FUNDS

If the term of this Contract covers more than the current fiscal year, continuation of the Contract is subject to the appropriation of funds by the Legislature. If funds to continue payment are not appropriated, the Contractor agrees to terminate any service supplied to the EDD under this Contract and relieve the EDD

of any further obligation. The EDD has the option to invalidate the Contract under the 30-day cancellation clause or to amend the Contract to reflect any reduction of funds.

33. GENAI TECHNOLOGY USE & REPORTING

Contractor 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” as used in this section shall have the same meaning set forth in the [State Administrative Manual \(SAM\) § 4986.2 Definitions for GenAI](#).

34. GLOSSARY OF TERMS

Term/Acronym	Definition
Accounting & Compliance Enterprise System/ACES	An integrated tax system used to perform accounting, audit, collection, and data warehouse activities for the employment tax program.
Agency/State entity	Agency: When used lower case (agency), refers to any office, department, board, bureau, commission or other organizational entity within state government. When capitalized (Agency), the term refers to one of the state’s super agencies such as the State and Consumer Services Agency or the Health and Human Services Agency. State Entity: Any entity within the executive branch that is under the direct authority of the Governor, including, but not limited to, all agencies, departments, boards, bureaus, commissions, councils, institutions, offices, or other distinct governmental organization not specifically exempted from adherence to the legal and regulatory requirements related to information security and privacy set forth herein.
Agreement	A legally binding obligation or contract by whatever name known or in whatever format used (including purchase orders), between the State and another entity, public or private, for the provision of goods or services.
Application Programming Interface/API	A defined programming interface that allows interactions between applications.
California Department of	CDT is the guardian of public data, a leader in IT services and solutions,

Term/Acronym	Definition
Technology/CDT	and has broad responsibility and authority over all aspects of technology in California state government, including policy formation, inter-agency coordination, IT project oversight, information security, technology service delivery, and advocacy.
California Unemployment Insurance Appeals Board/CUIAB	The independent administrative court employs Administrative Law Judges (ALJ) to review and render a decision on EDD UI and DI benefit determinations.
Commercial Off-The-Shelf (COTS) Software	A computer hardware or software product that is ready-made for specific uses and available for sale to the general public. COTS products are designed to be installed without requiring custom development. For example, Microsoft Office is a COTS product that is a packaged software solution for businesses and individuals. The set of rules for COTS is defined by the Federal Acquisition Regulation (FAR).
Contract	A legally binding obligation or agreement by whatever name known or in whatever format used (including purchase orders), between the State and another entity, public or private, for the provision of goods or services.
Contractor	The business entity with who the State enters into a contract.
Custom Solution	Typically, computer software developed for a specific customer to accommodate the customer's particular requirements, preferences, and expectations.
Disability Insurance/DI	A component of the Disability Insurance (DI) program that provides partial wage replacement benefits to eligible California workers who are unable to work due to a non-work-related illness, injury, or pregnancy.
Document Locator Number/DLN	A unique identifier for a document in EDD's Document Management System.
Document Management System/DMS	EDD system to scan, image, capture, and purify data from both paper and electronic communications.
Employment Development Department/EDD	A State agency that offers a wide variety of services to millions of Californians under the Job Service, Unemployment Insurance (UI), Disability Insurance (DI), Workforce Investment, and Labor Market Information programs. As California's largest tax collection agency, the

Term/Acronym	Definition
	EDD also handles the audit and collection of payroll taxes and maintains employment records for California workers.
Functional Requirements	Functional requirements represent the business objectives, needs and outcomes of all stakeholders. They should be organized and presented in context of and with a baseline business process/workflow that they describe. They provide a description of what an enabling solution should provide and specifies essential details of a solution for stakeholders as a means to express and manage expectations. They describe actions and operations that the solution must be able to perform. They can describe services, reactions, and behaviors of the solution. They also describe information the solution will manage. The requirements should be expressed in business terms and should not include any technical references. The requirement should identify “what” is required to meet the business objective, not “how” the requirement will be implemented.
Modified Off-The-Shelf (MOTS) Software	Typically, a COTS product with source code made available to the purchaser to allow for modifications. The product may be customized by the purchaser, by a vendor, or by another party to meet the requirements of the customer. Since MOTS product specifications are written by external sources, purchasers may not have control of future changes to the product.
Non-Functional Requirements	Non-functional requirements provide criteria to evaluate the operation of an enabling solution and primarily represent qualities of (expectations and characteristics) and constraints on (e.g., governmental regulations) the solution. They capture conditions that do not directly relate to the behavior or functionality of the solution, but rather describe environmental conditions of an effective solution or productive qualities of the solution. Mid-level non-functional requirements also define quality of service requirements, such as those relating to required capacity, speed, security, privacy, availability, response time, throughput, usability, and the information architecture and presentation of the user interfaces.
Open Source Software/ Code	Software that includes distribution terms that comply with the following criteria provided by the Open-Source Initiative. The open source definition used here is from the Open Source Initiative and is licensed under a Creative Commons Attribution 2.5 License (http://creativecommons.org/

Term/Acronym	Definition
	licenses/by/2.5/) 1. Free Redistribution: The software can be given as part of a package with other applications; 2. Source Code: The code must either be distributed with the software or easily accessible; 3. Derived Works: The code can be altered and distributed by the new author under the same license conditions as the product on which it is based; 4. Integrity of the author's source code: Derived works must not interfere with the original author's intent or work; 5. No discrimination against persons or groups; 6. No discrimination against fields of endeavor: Distributed software cannot be restricted in who can use it based on their intent; 7. Distribution of license: The rights of the program must apply to all to whom the program is re-distributed without need for an additional license; 8. License must not be specific to a product; Meaning that an operating system product cannot be restricted to be free only if used with another specific product; 9. License must not contaminate other software; and 10. License must be technology-neutral.
Priority Level 1 Incident/ PL1	A Priority Level 1 Incident results in one or more of the following, and there is no workaround or no workaround acceptable to the EDD: • Has a significant business impact, such as high cost or damage potential. • Impacts availability of the system because of a complete system outage and/or is detrimental to the majority of the system performance. • Impacts critical functionality, such as the issuance of payments and/or causes improper payments. • Impacts business processes and the error prevents further execution of the remaining processes in a logical set of business processes impacting the complete processing of a claim, such as

Term/Acronym	Definition
	performing eligibility determinations. Compromises system safeguards and protection of confidential information (e.g., Personally Identifying Information, etc.) or integrity of the system.
Priority Level 2 Incident/ PL2	A Priority Level 2 Incident results in one or more of the following, and there is no workaround or no workaround acceptable to the EDD: - Impacts business processes creating partially correct results that would potentially have cost or damage to the State. - Impacts the timely payment of benefits and denials and/or degrades the State's performance ability to meet federal performance measures and/or State level agreements. - Impacts the establishment and/or collection of overpayments. - Causes a loss of data or data integrity.
Project/Transitional Requirements	Project/transition requirements describe capabilities that the solution must have in order to facilitate the transition from the current state of the enterprise to a desired future state. Mid-level project/transition requirements are differentiated from other requirement types because they are usually temporary in nature and will not be needed once the transition is complete. They typically cover process requirements imposed through the Contract, such as mandating a particular design method, administrative requirements, data conversion and migration from existing systems, interfaces, skill gaps that must be addressed, and other related changes required to reach the desired future state.
Real time	Real-time data integration involves processing and transferring data as soon as it's collected. The process may take a few seconds.

EXHIBIT A1: ADD, DELETE, OR SUBSTITUTE STAFF REQUEST FORM

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The changes as indicated in this request are being made at no additional cost to the STATE.	
STATE Acceptance	Contractor Acceptance
Division/Project 	Contractor (If other than an individual, state whether a corporation, partnership, etc.) 
By (Authorized Signature)	By (Authorized Signature)
Printed Name of Person Signing 	Printed Name of Person Signing 
Title 	Title 

EXHIBIT A2: DELIVERABLE EXPECTATION DOCUMENT

Deliverable Expectation Document (DED)

Contractor Name:	
EDD Contract Number:	
DED Number:	
Deliverables Title:	
Deliverables Start Date:	
Deliverables End Date:	
Contractor Personnel/Classification Assigned to Deliverable:	
Estimated Hours for Completion:	
Total Cost of Deliverables:	\$

DESCRIPTION OF TASKS AND DELIVERABLES:
DESCRIPTION OF ACCEPTANCE CRITERIA:

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

AUTHORIZED AND APPROVED:	

AUTHORIZED AND APPROVED:	
Contractor Project Manager (print name)	EDD Contract Monitor (print name)
Contractor Project Manager Signature / Date	EDD Contract Monitor Signature / Date

EXHIBIT A3: DELIVERABLE ACCEPTANCE DOCUMENT

Deliverable Acceptance Document (DAD)

Contractor Name:	
EDD Contract Number:	
DAD Number:	
Deliverable Title:	
Deliverable Completion Date:	
Total Cost of Approved Deliverables:	\$

DESCRIPTION OF TASKS AND DELIVERABLE: <i>Should summarize Deliverable as appropriate</i>
STATE ACCEPTANCE / REJECTION STATEMENT: <i>For deficiencies that are not material, indicate conditions of acceptance, as applicable</i>

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

AUTHORIZED AND APPROVED:	
Contractor Project Manager (print name)	EDD Contract Monitor (print name)

June 2, 2026

AUTHORIZED AND APPROVED:	
Contractor Project Manager Signature / Date	EDD Contract Monitor Signature / Date

Note: All invoices must be accompanied by an EDD approved DAD and deliverable. If an invoice is submitted without an approved DAD, EDD's Contract Monitor shall take no action until said document is received.

EXHIBIT B: FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS

See attached file: EXHIBIT B: FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS.xlsx

EXHIBIT B1: BACKLOG

See attached file: EXHIBIT B1: BACKLOG.xlsx

EXHIBIT C: COST WORKBOOK

See attached file: EXHIBIT C: COST WORKBOOK.xlsx

EXHIBIT D: SPECIAL TERMS AND CONDITIONS (REV 09-24)

1. CONTRACT APPROVAL

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

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

2. LOBBYING RESTRICTIONS

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

3. CERTIFICATION REGARDING DEBARMENT

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

4. WORKFORCE INNOVATION AND OPPORTUNITY ACT

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

5. PUBLIC CONTRACT CODE

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

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

[http://leginfo.legislature.ca.gov/faces/
codes_displaySection.xhtml?lawCode=PCC§ionNum=10410](http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=PCC§ionNum=10410)

6. NOTICES

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

7. AVOIDANCE OF CONFLICTS OF INTEREST BY CONTRACTOR

- A. Consultants are advised that that Political Reform Act prohibits public officials, which include consultants, from making, participating in making, or in any way attempting to use his official position to influence a governmental decision in which he knows or has reason to know he has a financial interest. (Government Code § 87100; see Government Code § 81000 and Government Code § 1090 et seq.). For purposes of this Contract, consultants are defined as any individual performing work under this Contract.
- B. The Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, agents, employees, consultants or members of its governing body.
- C. The Contractor shall prevent its officers, agents, employees, consultants or members of its governing body from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others such as those with whom they have family, business, or other ties.
- D. During the performance of this Contract, should the Contractor become aware of a financial conflict of interest that may foreseeably allow an individual or organization involved in this Contract to materially benefit from the State's adoption of an action(s) recommended as a result of this Contract, the Contractor must inform the State in writing within 10 working days.
- E. The EDD may request additional information regarding a consultant's economic interests. If the additional information is not provided to the satisfaction of the EDD, then the Contractor must provide a substitute consultant with similar credentials to resolve the potential conflict as provided in paragraph D.
- F. Consultants are advised that the Fair Political Practices Commission has jurisdiction to enforce the Political Reform Act and may seek civil and criminal prosecution for violations of the act, including failure to disclose financial interests. Other penalties for violating the Political Reform Act could include fines, conviction of a misdemeanor, disqualification from serving in public office or as a

lobbyist, and being responsible for the costs of the litigation, including attorney's fees.

- G. All consultants providing work under this Contract shall include a completed Statement of Economic Interests, Form 700 (<http://www.fppc.ca.gov/Form700.html>) at the time of award. In addition, consultants shall file a Form 700 annually by April 1, thereafter during the life of the Contract. Each new and/or substitute consultant shall file a Form 700 prior to performing any work on the contract.
- H. Consultants are advised that they may amend their Form 700 at any time and that amending an incorrect or incomplete report may be considered evidence of good faith by the Fair Political Practices Commission.

8. DISPUTES

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

9. SUBCONTRACTOR LANGUAGE

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

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

10. BACKGROUND INVESTIGATION

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

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

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

11. EVALUATION OF CONTRACT/CONTRACTOR

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

<https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std971.pdf>

12. CONTRACTOR STAFF CHANGES

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

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

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

13. OWNERSHIP RIGHTS

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

14. TERMINATION

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

15. GENERATIVE ARTIFICIAL INTELLIGENCE (GENAI) REQUIREMENTS

During the term of the contract, the Contractor must notify the State in writing if their services or any work under this contract includes, or makes available, any previously unreported GenAI technology, including

GenAI from third parties or subcontractors. The Contractor shall immediately complete the GenAI Reporting and Factsheet (STD 1000) to notify the State of any new or previously unreported GenAI technology. At the direction of the State, the Contractor shall discontinue the use of any new or previously undisclosed GenAI technology that materially impacts functionality, risk or contract performance, until use of such GenAI technology has been approved by the State.

Failure to disclose GenAI use to the State and submit the GenAI Reporting and Factsheet (STD 1000) may be considered a breach of the contract by the State at its sole discretion and the State may consider such failure to disclose GenAI and/or failure to submit the GenAI Reporting and Factsheet (STD 1000) as grounds for the immediate termination of the contract. The State is entitled to seek any and all relief to which it may be entitled to as a result of such non-disclosure.

The State reserves the right to amend the contract, without additional cost, to incorporate GenAI Special Provisions into the contract at its sole discretion and/or terminate any contract that presents an unacceptable level of risk to the State.

EXHIBIT E: PROTECTION OF CONFIDENTIALITY (REV 08-25)

1. PROTECTION OF CONFIDENTIALITY

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

The EDD Data Recipient must therefore, agree to the following security and confidentiality requirements:

1.1. ADMINISTRATIVE SAFEGUARDS

- a. Adopt policies and procedures to ensure use of the EDD's confidential information solely for purposes specifically authorized under this Agreement that meet the requirements of section §603.10, Title 20 of the Code of Federal Regulations.
- b. Warrant by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee. In the event of a breach or violation of this warranty, the EDD shall have the right to annul this Agreement without liability, in addition to other remedies provided by law.
- c. Warrant and certify that in the performance of this Agreement, the EDD Data Recipient will comply with all applicable statutes, rules and/or regulations, and Agreement information security requirements, including but not limited to the following:
 - California Unemployment Insurance Code §1094 (Disclosure Prohibitions)
 - California Unemployment Insurance Code §§ 2111 and 2122
 - Title 20, Code of Federal Regulations §603.9 and §603.10 (Federal Unemployment Compensation Safeguards and Security Requirements)
 - California Civil Code §1798, et seq. (Information Practices Act)
 - California Penal Code §502 (Computer Fraud Act)
 - Title 5, U.S. Code §552a (Federal Privacy Act Disclosure Restrictions)
 - Title 42, U.S. Code §503 (Social Security Act)
 - Title 18, U.S. Code §1905 (Disclosure of Confidential Information)
- d. Pursuant to section 5305.8 of the State Administrative Manual, the EDD Data Recipient shall be responsible for all costs incurred by the EDD due to security incident resulting from the EDD Data Recipient's failure to perform or negligent acts of its personnel, and resulting in an unauthorized disclosure, release, access, review, or destruction, or loss, theft, or misuse of an information asset. If the EDD Data Recipient experiences a loss or breach of data, the EDD Data Recipient

shall immediately report the loss or breach to the EDD. If the EDD determines that notice to the individuals whose data has been lost or breached is appropriate, the EDD Data Recipient will bear any, and all costs associated with the notice, or any mitigation selected by the EDD. These costs include, but are not limited to, staff time, material costs, postage, media announcements, and other identifiable costs associated with the breach or loss of data.

- e. Protect the EDD's information against unauthorized access, at all times, in all forms of media. Access and use the information obtained under this Agreement only to the extent necessary to assist in the valid administrative needs of the program receiving such information, and only for the purposes defined in this Agreement.
- f. Keep all the EDD's confidential information completely confidential. Make this information available to authorized personnel on a "need-to-know" basis, and only for the purposes authorized under this Agreement. "Need-to-know" refers to those authorized personnel who need information to perform their official duties in connection with the use of the information authorized by this Agreement.
- g. Immediately upon discovery, notify the EDD Cybersecurity Division at InformationSecurityOffice@edd.ca.gov and the EDD Contract Monitor at (insert contract monitor's team inbox), that there may have been a breach in security which has or may have resulted in the disclosure of confidential information. For purposes of this section, immediately is defined within 24 hours of discovery of the breach.

The notification must include a detailed description of the incident (such as time, date, location, and circumstances) and identify the EDD Data Recipient personnel responsible (name, title and contact information) for handling breach disclosures. Please do not include any confidential information in the notification.

- h. The EDD shall maintain the right to participate in the investigation of a security incident involving its data or conduct its own independent investigation. The EDD Data Recipient shall cooperate fully in such investigations.

1.2. MANAGEMENT SAFEGUARDS

- a. Acknowledge that the confidential information obtained by the EDD Data Recipient under this Agreement remains the property of the EDD.
- b. Instruct all personnel assigned to work with the information provided under this Agreement regarding the following:
 - Confidential nature of the EDD information.
 - Requirements of this Agreement.
 - Sanctions specified in federal and state unemployment compensation laws and any other relevant statutes against unauthorized disclosure of confidential information provided by the EDD.

- c. Require that all personnel assigned to work with the information provided by the EDD complete the [EXHIBIT E1: VENDOR CONTRACTOR CONFIDENTIALITY STATEMENT \(REV 05-23\)](#).
- d. Permit the EDD to make on-site inspections to ensure that the terms of this Agreement are being met. Make available to the EDD staff, on request and during on-site reviews, copies of the [EXHIBIT E1: VENDOR CONTRACTOR CONFIDENTIALITY STATEMENT \(REV 05-23\)](#) completed by personnel assigned to work with the EDD's confidential information, and hereby made a part of this Agreement.
- e. Maintain a system of records sufficient to allow an audit of compliance with the requirements under subsection (e) of this part. Permit the EDD to make on-site inspections to ensure that the requirements of federal and state privacy, confidentiality and unemployment compensation statutes and regulations are being met including but not limited to [§1137\(a\)\(5\)\(B\) of the Social Security Act](#).

1.3. USAGE, DUPLICATION, AND REDISCLOSURE SAFEGUARDS

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

1.4. PHYSICAL SAFEGUARDS

- a. Take precautions to ensure that only authorized personnel are given access to physical, electronic and on-line files. Store electronic and hard copy information in a place physically secure from access by unauthorized persons. Process and store information in electronic format, such as magnetic tapes or discs, in such a way that unauthorized persons cannot retrieve the information by means of computer, remote terminal, or other means.
- b. Secure and maintain any computer systems (network, hardware, and software applications) that

will be used in the performance of this Agreement. This includes ensuring that all security patches, upgrades, and anti-virus updates are applied as appropriate to secure data that may be used, transmitted, or stored on such systems in the performance of this Agreement.

- c. Store all the EDD's confidential documents in a physically secure manner at all times to prevent unauthorized access.
- d. Store the EDD's confidential electronic records in a secure central computer facility. Where in-use on a shared computer system or any shared data storage system, ensure appropriate information security protections are in place. The EDD Data Recipient shall ensure that appropriate security access controls, storage protections and use restrictions are in place to keep the confidential information in the strictest confidence and shall make the information available to its own personnel on a "need-to-know" basis only.
- e. Store the EDD's confidential information in encrypted format when recorded on removable electronic storage media, or on mobile computing devices such as a laptop computer.
- f. Maintain an audit trail and record data access of authorized users and authorization level of access granted to the EDD's data, based on job function.
- g. Direct all personnel permitted to use the EDD's data to avoid leaving the data displayed on their computer screens where unauthorized users may view it. Personnel should retrieve computer printouts as soon as they are generated so that the EDD's data is not left unattended in printers where unauthorized personnel may access them.
- h. Dispose of confidential information obtained from the EDD, and any copies thereof made by the EDD Data Recipient, after the purpose for which the confidential information is disclosed is served. Disposal means return of the confidential information to the EDD or destruction of the information utilizing an approved method of confidential destruction, which includes electronic deletion (following Department of Defense specifications) shredding, burning, or certified or witnessed destruction.
- i. Certify the disposal of the EDD confidential information on the [EXHIBIT E2: DATA DESTRUCTION CERTIFICATION FORM \(REV 05-24\)](#) . The Data Destruction Certification shall be submitted to the EDD Contract Monitor annually, beginning one year from the start date of the agreement. The EDD Data Recipient shall destroy the information in accordance with the retention schedule listed in the [EXHIBIT A: STATEMENT OF WORK](#).

2. INDEMNITY AGREEMENT

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

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

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

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

3. INFORMATION SECURITY STATEMENT OF RESPONSIBILITY

By EDD Data Recipient's signature on the TECH 213, EDD Data Recipient attests that it has in place the safeguards and security requirements stated in this Agreement that meet the requirements of sections 13400 - 13407 of the California Government Code and sections 603.9 and 603.10 of Title 20 of the Code of Federal Regulations. The EDD Data Recipient therefore accepts responsibility for ensuring compliance with these requirements, as set forth in [EXHIBIT E: PROTECTION OF CONFIDENTIALITY \(REV 08-25\)](#) of the **EDD Contract No. 0000000000**.

EXHIBIT E-1: VENDOR/CONTRACTOR CONFIDENTIALITY STATEMENT

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

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

hereby acknowledge that the confidential and/or sensitive records of the Employment Development Department are subject to strict confidentiality requirements imposed by state and federal law including, but not limited to, Unemployment Insurance Code (UIC) §§ 1094, 2111 and 2714; California Civil Code (CC) § 1798 et seq.; California Penal Code (PC) § 502; 5 United States Code (U.S.C.) § 552a; 18 U.S.C. § 1905; and 20 Code of Federal Regulations (C.F.R.) § 603 et seq.

- I acknowledge that the Contract's Confidentiality and Data Security Monitor reviewed with me the confidentiality and security requirements, policies, and administrative processes of my organization and that of the EDD.
- I acknowledge responsibility for knowing the classification of the EDD information I work with and agree to refer questions about the classification of the EDD information (public, sensitive, confidential, Federal Tax Information) to the Contract's Data Security Monitor.
- I acknowledge privacy, confidentiality, and data security laws apply to the EDD information I have been granted access to by my employer, including, but not limited to, UIC §§ 1094, 2111, and 2714; Government Code § 15619; CC § 1798.53; and PC § 502.
- I acknowledge that wrongful access, inspection, use, modification, or disclosure of confidential information may be punishable as a crime and/or result in civil action taken against me, and/or fines and penalties resulting from criminal prosecution or civil lawsuits, and/or termination of contract.
- I acknowledge that wrongful access, inspection, use, modification, or disclosure of confidential information for personal gain, curiosity, or any non-business related reason is a crime under state and federal laws.
- I acknowledge that wrongful access, inspection, use, modification, or disclosure of confidential information is grounds for immediate termination of my employer's Contract

with the EDD.

- I acknowledge that I understand the penalty provisions of Internal Revenue Code (26 U.S.C. §§ 7431, 7213, and 7213A).
- I acknowledge that upon discovering a possible improper inspection or disclosure of Federal Tax Information (FTI), including breaches and security incidents, I must follow the proper incident reporting requirements issued by the EDD. If I think there is a mishandling of information I will contact my EDD contract monitor and contact the EDD Information Security Office to ensure the Office of Safeguards and the Treasury Inspector General for Tax Administration are notified of a possible issue involving FTI.
- I hereby agree to protect the EDD's information on either paper or electronic form in the following ways:
 - Access, inspect, use, disclose, modify, remove or destroy information only for the purpose of performing official duties
 - Never access, inspect, use, disclose, modify, remove, or destroy information for curiosity, personal gain, or any non-EDD and/or my organization's business related reason
 - Never post the EDD and/or other agency/entity confidential and proprietary information to social media, networking or other public websites
 - Secure confidential information in approved locations and destroy confidential information by approved methods
 - Never use personal devices, including but not limited to, laptops, cameras, video recorders, portable electronic devices containing cameras such as, iPads, tablets and mobile smartphones, in the workplace to capture or record confidential information, including that which appears in the background in work areas
 - Only use authorized state business devices to capture or record confidential information when there is a business need and meets the EDD's guidelines
 - Never remove personal, sensitive, or confidential information from my work site without authorization
 - Follow encryption requirements for all personal, sensitive, or confidential information in any portable device or media

CERTIFICATION

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

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

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

Vendor/Contractor Confidentiality Statement

Completion Instructions

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

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

Additional information is available upon request. Please see:

- "Vendor/Contractor Fact Sheet"

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EXHIBIT E2: DATA DESTRUCTION CERTIFICATION FORM (REV 05-24)

Agency Contact Information
Agency Name:
Address:
Data Sharing Agreement Number:

This certification attests to the destruction of all EDD data covered by the Data Sharing Agreement (DSA) listed above. Data destruction must encompass any and all original files, all copies made of the files, any derivatives or subsets of the files and any manipulated files ever under the control of individuals allowed by the contracting organization to have access to the data. All files in all media containing any personally identifying information from the EDD files listed below have been destroyed, and no person associated with the contracting organization, has retained such information in any form.

Add records below as they are destroyed and submit this form to the EDD Contract Monitor on a yearly basis, beginning one year from the start date of the agreement. If you used a third-party service for the destruction of the information, include copies of the destruction certificate(s) provided by that entity.

☐ I certify that no files were due to be destroyed from: _____ to _____.

☐ I certify that the following files received under the DSA listed above and, as applicable, all copies, derivatives, subsets and manipulations of those files, whether in electronic or paper form, held by the EDD Data Recipient and/or any individual who had access to those files, have been destroyed in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-88.

RECORDS DESTROYED				
Record Title	Record Start Date (MM/YY)	Record End Date (MM/YY)	Destruction Method	Destruction Date

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EDD DATA RECIPIENT/CONTRACTOR NAME (PRINT) 	EDD DATA RECIPIENT/CONTRACTOR TITLE (PRINT) 
EDD DATA RECIPIENT/CONTRACTOR SIGNATURE	DATE 

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EXHIBIT F: SAFEGUARDING CONTRACT LANGUAGE ADMINISTRATIVE REQUIREMENTS

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

a. Background Investigation

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

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

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

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background investigation pursuant to the EDD's criteria prior to the EDD issuing a badge or access to the EDD's data.

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

b. Annual Information Security Awareness and Privacy Training

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

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EXHIBIT G: SAFEGUARDING CONTRACT LANGUAGE FOR TECHNOLOGY SERVICES

1. PERFORMANCE

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

1. All work will be done under the supervision of the Contractor or the Contractor's employees.
2. The Contractor and the Contractor's employees, Contractors, agents, volunteers, vendors, or subcontractors must meet the background check requirements provided in [EXHIBIT A1: ADD, DELETE, OR SUBSTITUTE STAFF REQUEST FORM](#) of this Contract.
3. Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this Contract. Disclosure to anyone other than an officer or employee of the Contractor will be prohibited.
4. All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
5. The Contractor certifies that the data processed during the performance of this Contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the Contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the Contractor certifies that any Internal Revenue Service (IRS) data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
6. Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the Contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
7. All computer systems receiving, processing, storing or transmitting federal tax information (FTI) must meet the requirements defined in IRS Publication 1075. To meet functional and assurance

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requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to FTI.

8. No work involving FTI furnished under this Contract will be subcontracted without prior written approval of the IRS.
9. The Contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office. (See Section 10.0, Reporting Improper Inspections or Disclosures of the IRS Publication 1075.) The agency will have the right to void the Contract if the Contractor fails to provide the safeguards described above.

2. CRIMINAL/CIVIL SANCTIONS

1. Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth in 26 C.F.R. § 301.6103(n)-1.
2. Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the Contract. Inspection by or disclosure to anyone without an official need-to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of

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gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC 7213A and 7431 and set forth in 26 C.F.R. § 301.6103(n)-1.

3. Additionally, it is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. § 552(a). Specifically, 5 U.S.C. § 552(a)(i)(1), which is made applicable to Contractors by 5 U.S.C. § 552(a)(m)(1), provides that any officer or employee of a Contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.
4. Granting a Contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, Contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A. (See Exhibit 4, Sanctions for Unauthorized Disclosure, and Exhibit 5, Civil Damages for Unauthorized Disclosure of the IRS Publication 1075.) The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10.0, Reporting Improper Inspections or Disclosures of the IRS Publication 1075.) For both the initial certification and the annual certification, the Contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

3. INSPECTION

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

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

EXHIBIT H: SECURITY AND DATA PROTECTION

Contractor shall certify to the State compliance with applicable industry standards and guidelines, including but not limited to relevant security provisions of the California State Administrative Manual (SAM), California Statewide Information Management Manual (SIMM), The National Institute of Standards and Technology (NIST) 800-53 v5 and Federal Information Processing Standard (FIPS) Publication 199 which protect and minimize risk to the State. At a minimum, provision shall cover the following:

1. The Contractor assumes responsibility of the confidentiality, integrity and availability of the data under its control. The Contractor shall implement and maintain all appropriate administrative, physical, technical, and procedural safeguards at all times during the term of the Agreement to secure such data from data breach or loss, protect the data and information assets from breaches, introduction of viruses, disabling of devices, malware and other forms of malicious or inadvertent acts that can disrupt the State's access to its data or affects the integrity of that data.
2. Confidential, sensitive or personal information shall be encrypted in accordance with SAM 5350.1 and SIMM 5305-A.
3. The Contractor shall comply with statewide policies and laws regarding the use and protection of information assets and data. Unauthorized use of data by Contractor or third parties is prohibited.
4. Signed Security and Confidentiality Statement for all personnel assigned during the term of the Agreement.
5. Apply security patches and upgrades and keep virus protection software up- to-date on all information asset on which data may be stored, processed, or transmitted.
6. The Contractor shall notify the State data owner immediately if a security incident involving the information asset occurs.
7. The State data owner shall have the right to participate in the investigation of a security incident involving its data or conduct its own independent investigation. The Contractor shall allow the State reasonable access to security logs, latency statistics, and other related security data that affects this Agreement and the State's data, at no cost to the State.
8. The Contractor shall be responsible for all costs incurred by the State due to security incident resulting from the Contractor's failure to perform or negligent acts of its personnel, and resulting in an unauthorized disclosure, release, access, review, destruction; loss, theft or misuse of an information asset. If the contractor experiences a loss or breach of data, the contractor shall immediately report the loss or breach to the State. If the State data owner determines that notice to the individuals whose data has been lost or breached is appropriate, the contractor will bear any and all costs associated with the notice or any mitigation selected by the data owner. These costs include, but are not limited to, staff time, material costs, postage, media announcements, and other identifiable costs associated with the breach or loss of data.
9. The Contractor shall immediately notify and work cooperatively with the State data owner to respond timely and correctly to public records act requests.

10. The Contractor will dispose of records of State data as instructed by the State during the term of this agreement. No data shall be copied, modified, destroyed or deleted by the Contractor other than for normal operation or maintenance during the Agreement period without prior written notice to and written approval by the State.
11. Remote access to data from outside the territorial United States, including remote access to data by authorized support staff in identified support centers, is prohibited unless approved in advance by the State.
12. The physical location of Contractor's data center where the Data is stored shall be within the territorial United States.

EXHIBIT I: SF INTERFACES

See attached file: EXHIBIT I: SF INTERFACES.xlsx