

**STANDARD AGREEMENT AMENDMENT**

TECH 213A (NEW 12/2018)

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 73 PAGES

AGREEMENT NUMBER 19-20-006	AMENDMENT NUMBER 2
REGISTRATION NUMBER	

1. This Agreement is entered into between the Contracting Agency and Contractor named below:

CONTRACTING AGENCY NAME

Department of Housing and Community Development

CONTRACTOR NAME

MB3 Inc.

2. The term of this Agreement is: Start Date: September 24, 2019  
End Date: September 23, 2022

3. The maximum amount of this Agreement after this Amendment is: \$1,500,684.80

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

The Department hereby acknowledges that an assignment and assumption of this Agreement will be made effective as of December 15, 2020 by GCR Inc. to MB3 Inc., a Delaware corporation, which is qualified and registered to do business as a foreign corporation in the State of California under the trade name "MB3 Inc. Which Will Do Business as Matt Blakely Three, Inc."

A. This amendment adds \$556,720.00, increasing the total cost of the contract from \$943,964.80 to \$1,500,684.80.

B. Exhibit C, Statement of Work, dated July 16, 2020, is hereby deleted and replaced with Exhibit C, Statement of Work, dated January 15, 2021.

C. Exhibit D, Deliverables OOR Project Deliverables and Specifications, dated July 16, 2020, is hereby deleted and replaced with Exhibit D, Deliverables Table, dated January 15, 2021

D. Exhibit E, Bidder Requirement Spreadsheet, dated July 16, 2020, is hereby deleted and replaced with Exhibit E, Requirements, dated January 15, 2021.

E. Exhibit F, Cost Workbook, Worksheets 1 through 7 dated September 12, 2019, is hereby deleted and replaced with Exhibit F, Cost Workbook, Worksheets 1 through 7 dated January 15, 2021

F. Exhibit I, CDBG-DR Terms and Conditions, dated January 15, 2021, is hereby attached.

G. Exhibits A, B, G and H are hereby incorporated by reference.

The effective date of this Amendment 2 is upon California Department of Technology (CDT) approval of the Amendment and execution of the Agreement whichever is later.

All other terms and conditions remain the same.

IN WITNESS THEREOF, this Agreement has been executed by the parties hereto.

<b>CONTRACTOR</b>		<b>Department of Technology, Statewide Technology Procurement Use Only</b>
CONTRACTOR NAME (If other than an individual, state whether a corporation, partnership, etc.)  MB3 Inc.		
CONTRACTOR AUTHORIZED SIGNATURE <i>Angele C. Romig</i> <small>Angele C. Romig (Jan 15, 2021 16:10 CST)</small>	DATE SIGNED (Do not type)	<i>B.M. Flores</i> <small>B.M. Flores (Jan 15, 2021 14:32 PST)</small>  <b>01/15/2021 Deputy Director</b>
PRINTED NAME AND TITLE OF PERSON SIGNING  Angele C. Romig, Divisional CEO 3300 West Esplanade Avenue, Suite 400 Metairie, LA 70002		
<b>STATE OF CALIFORNIA</b>		
CONTRACTING AGENCY NAME  Department of Housing and Community Development		
CONTRACTING AGENCY AUTHORIZED SIGNATURE <i>Synthia Rhinehart</i>	DATE SIGNED (Do not type)	Exempt Per:
PRINTED NAME AND TITLE OF PERSON SIGNING  Synthia Rhinehart, Contracts Office Manager		
CONTRACTING AGENCY ADDRESS 2020 West El Camino Avenue, Suite 130, Sacramento, CA 95833		

**NOVATION AGREEMENT  
HCD OOR 19-20-006, Am. 2**

This Novation Agreement ("Agreement") is made as of January 15, 2021, by and among GCR Inc., MB3 Inc., the Department of Housing and Community Development (HCD) and California Department of Technology ("State"), with reference to the following:

1. GCR Holdings, Inc. is the parent company for several consulting and software subsidiaries including MB3 Inc. and GCR Inc. We are in the process of consolidating divisions; therefore, the contract will now be under MB3 Inc. Our registered agent continues as CSC Global.
2. GCR Inc. to MB3 Inc., a Delaware corporation, which is qualified and registered to do business as a foreign corporation in the State of California under the trade name "MB3 Inc. Which Will Do Business as Matt Blakely Three, Inc."
3. MB3 Inc. and HCD are parties to contract 19-20-006 and are bound by the Terms and Conditions pursuant to this Contract.

NOW, THEREFORE, the parties hereto agree as follows:

1. MB3 Inc. is hereby substituted in place of GCR Inc. with respect to the obligations under the Contract upon the Effective Date of this Novation.
2. MB3 Inc. hereby agrees to assume and perform all of the obligations of GCR Inc. under the Contract effective upon the Effective Date of this Novation.
3. HCD and the California Department of Technology hereby releases and discharges GCR Inc. from the obligations under the Contract effective upon the Effective Date of this Novation.

<p><u>HCD</u></p> <p>By Signature: <u><i>Synthia Rhinehart</i></u></p> <p>Title: <u>SSMII</u></p> <p>Printed Name: <u>Synthia Rhinehart</u></p> <p>Date: <u>01/15/2021</u></p>	<p><u>MB3 Inc.</u></p> <p>By Signature: <u><i>Angele C. Romig</i></u> <small>Angele C. Romig (Jan 15, 2021 16:10 CST)</small></p> <p>Title: <u>President</u></p> <p>Printed Name: <u>Angele C. Romig</u></p> <p>Date: <u>01/15/2021</u></p>
<p><u>GCR Inc.</u></p> <p>By signature: <u><i>Angele C. Romig</i></u> <small>Angele C. Romig (Jan 15, 2021 16:10 CST)</small></p> <p>Title: <u>President</u></p> <p>Printed Name: <u>Angele C. Romig</u></p> <p>Date: <u>01/15/2021</u></p>	<p><u>California Department of Technology, Statewide Technology Procurement</u></p> <p>By signature: <u><i>B.M. Flores</i></u> <small>B.M. Flores (Jan 15, 2021 14:32 PST)</small></p> <p>Title: <u>Assistant Deputy Director</u></p> <p>Printed Name: <u>B.M. Flores</u></p> <p>Date: <u>01/15/2021</u></p>

## Exhibit C

### Statement of Work, **Amendment 2**

#### 1.0 PURPOSE AND BACKGROUND

The California Department of Housing and Community Development is developing a new federally funded program named ReCoverCA to be managed through [www.RecoverCA.org](http://www.RecoverCA.org) which will provide federal disaster funds for owner-occupied reconstruction (OOR). The ReCoverCA OOR program will assist homeowners in rebuilding or rehabilitating their personal primary residence after a natural disaster.

The OOR Program will work directly with disaster impacted homeowners to help determine their eligibility for a Community Development Block Grant – Disaster Recovery (CDBG-DR) grant for gap funding to assist with reconstruction, and then assisting grant recipients through the reconstruction process. The OOR program will consist of program management, construction management, case management, and a financial management feature within the new software system.

~~Interested vendors are invited to describe how their software solution can help HCD carry out and meet the ReCoverCA owner-occupied reconstruction program needs. HCD is interested in a vendor who has a SaaS solution that is robust and user friendly with web-based portal technology. This SaaS solution shall allow HCD personnel and external users (e.g., applicants, project managers) to effectively link, track, manage, analyze, search and report all project information throughout a project's life cycle from initial homeowner's survey to full homeowner grant application through construction and closeout.~~

#### 2.0 CURRENT ENVIRONMENT

Currently, there is not a State run OOR Program in place, however, a Community Development Block Grant- Disaster Recovery (CDBG-DR) unit has been established to design and implement this program. The CDBG-DR unit is familiar with the requirements and future of the OOR program. Being a new program, there will be no data to convert or migrate.

#### 3.0 DESCRIPTION OF PROPOSED NEW SYSTEM

Per the HUD approved Action Plan (<http://www.hcd.ca.gov/community-development/disaster-recovery-programs/cdbq-dr/docs/March-2019-HCD-CDBG-DR-ActionPlan-APPROVED.pdf>) HCD is seeking to procure an already developed, in-use SaaS direct-assist web-based solution for the ReCoverCA OOR program that includes portal technology for grant application submission, management, status and award.

The solution will manage homeowner grants to disaster survivors to rebuild/reconstruct their homes, and potentially, reimburse homeowners for costs previously incurred due to the disaster. The solution will share data with the GMS. For further detail and illustration, Attachment 4 contains a diagram of the proposed OOR program workflow. This solution must have been used by HUD grantees and monitored by HUD with all system related findings having been resolved.

#### 4.0 TERM OF AGREEMENT

The term of this Agreement shall commence on the Agreement Execution Date. The Agreement term will be three (3) years with an option for six (6), one-year (1) extensions. The optional years can be executed in variable increments.

The Contractor shall not be authorized to deliver goods or commence performance of services described in this Agreement prior to the Effective Date which shall be the date the Agreement is approved by CDT, Statewide Technology Procurement. Any delivery of goods or performance of services by the Contractor that is commenced prior to the Effective Date shall be considered gratuitous on the part of the Contractor with no cost to HCD.

#### 5.0 CONTRACTS CONTACT

<b>Contractor – Contract Manager</b>	
Name, Title:	Angele C. Romig, Divisional CEO
Address:	3300 West Esplanade Ave. Metairie, LA 70002
Phone Number:	(504) 304-2500
Fax Number:	(504) 304-2525
E-mail address:	<a href="mailto:aromig@gocivix.com">aromig@gocivix.com</a>

<b>State – Contract Manager</b>	
Name, Title:	Sumi Smith, Chief Information Officer
Address:	2020 West El Camino Avenue, Sacramento, CA 95833
Phone Number:	916-263-6607
Fax Number:	
E-mail address:	Sumi.smith@hcd.ca.gov

#### 6.0 CONTRACTOR NAME CHANGE

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change HCD will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

## 7.0 AMENDMENTS

Consistent with the terms and conditions of the solicitation, at the discretion of the State and upon mutual consent, HCD and the Contractor may execute amendments to this Agreement. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, and agreed upon by both parties and approved, as required. No verbal understanding or agreement not incorporated into the Agreement is binding on any of the parties. Amendments to increase quantities of products/services shall be at the same rates identified in Exhibit R F (Cost Workbook).

## 8.0 SOLUTION REQUIREMENTS

One hundred percent of mandatory requirements shall be met at complete implementation.

The new system is a portal for all users – including both program and project applicants/personnel and HCD staff – to submit, interact with, and manage project data and information. Detailed requirements are found in Exhibit E (Bidder Requirement Spreadsheet), and workflow view and task relationships can be found in Attachment 4.

In addition to the primary eGrants system for Owner Occupied Reconstruction (OOR), MB3 Inc. (MB3) will deliver a 2018 OOR system instance of eGrants for HCD's 2018 CDBG-DR Owner Occupied Rehabilitation and Reconstruction Program. The 2018 OOR system instance will be an exact duplicate of the eGrants system that MB3 delivered to HCD for the management of its original OOR Program.

Costs for the 2018 OOR system instance of eGrants are limited to the effort to configure, test, and deploy the new instance, as well as ongoing maintenance and operations. There are no additional versions of the deliverables in Exhibit D required for the 2018 OOR system instance as it is a replica of the initial eGrants system implementation.

As a high-level overview, the solution provided shall include the following:

- Creation, deployment, receipt and analysis of customizable full grant applications based on survey results.
- 2018 eGrant creation, deployment, receipt and analysis of customizable full grant applications based on survey results to be completed within 60 days of contract execution.
- Homeowner rehabilitation/reconstruction grant application, review, selection, reporting, oversight and data compilation
- Assignable workflow management
- Storage, search, and retrieval of project records and documents
- Calculate, complete and track Duplication of Benefits
- Management and tracking of project communications and grantee relationships
- Analysis of project data and report compilation
- Centralize and link all related program and project information and documents
- Aggregate accomplishments across projects and report on those accomplishments
- Data transfer with the State's new Grant Management System

- Standardize common practices and procedures
- Security functionality for protecting all Personal Identifiable Information (PII)

## 8.1 SYSTEM GENERATED GRANT MANAGEMENT REPORTING

System generated reports must include both formatted standard reports and the custom ad-hoc reports to address specific program reporting and research needs. Both types of reports should be exportable to file layouts such as excel, csv, rtf and pdf. All reporting fields must be exportable to the State's overall grant management system. Reporting fields include, but are not limited to, the following data:

- **Budget** – Summary and detail information for both budget totals and budget line items: encumbrances, balance remaining, pending funds requests, disbursements, disencumbrances, recaptured funds, total spent in Year to date and Inception to Date.
- **Financials** – Financial transaction reporting with summary reports
- **Grantee Data** – Primary and secondary contacts, certifications, total funding encumbered, total spent, total at risk
- **Environmental Review** – Environmental Review Record status (Exempt, Pending, Complete) and whether mitigations are required and, if so, what type – flood, coastal, project design, cultural, fire, noise, air quality, etc.
- **Project Milestones** – Milestones met on time or late, milestones pending and sortable
- **Demographics** – Must be able to be collected by individual, household, and area: race, ethnicity, income, head of household (female and/or senior) household size, multiple families in single household, disability, presumed benefit (senior, homeless, victim of domestic violence, at risk youth)
- **Accomplishments** – Housing units, persons served, urgent need, mitigation, non-mitigation
- **Grant data** – Grant year, funds tracking, expenditure terms, expiration terms
- **Loan data** – Loan year, loan program, amortization and/or regulatory agreement, long term monitoring requirements, audit data

## 9.0 CLOUD PROVISION

The cloud service must be from one of the providers listed on the California State Contract web site such as Microsoft Azure, Amazon Web Services Cloud, or IBM Cloud Services.

<https://cdt.ca.gov/services/off-premises-cloud/>

Cloud service may also be vendor-hosted if the provider is listed on the California State Contract web site found here:

<https://cdt.ca.gov/services/calcloud-vendor-hosted-subscription-services-vhss/>

Cloud facility service shall have 99.9% uptime. (MS Azure & Amazon AWS meet this).

The system and cloud service must adhere to the guidelines set forth in the State Administrative Manual (SAM) 4983/4983.1 and Cloud First Policy (TL14-04).

<https://www.dgs.ca.gov/Resources/SAM/SAMTOC>

<https://cdt.ca.gov/wp-content/uploads/2017/03/TL-14-04-Cloud-Computing-Policy.pdf>

The designated Cloud Service Provider will maintain all Hardware for the System.

## 10.0 STATE ROLES AND RESPONSIBILITIES

HCD recognizes that the success of this project will require that HCD coordinate closely with the contractor to resolve potential issues and provide timely feedback and support. HCD commits to a next business day turn-around time for questions and minor decisions. Change requests will be reviewed and either approved or returned to the Contractor for revision within two to four business days of receipt. HCD will provide three points of contact to help respond to issues and promote timely response to issues. The contacts will include the following roles:

- **HCD Project Manager:** The HCD project manager will be the primary lead contact on the project and will be responsible for:
  - Reviewing and responding to project materials and change requests.
  - Reviewing weekly progress reports, and all department update materials, and request changes and prioritization as appropriate
  - Circulating requests and information needing Contract Manager approval
  - Coordinating with HCD program staff and the Contractor to schedule and implement system trainings for internal HCD staff as well as external user training for Applicants.
  - Managing the internal components of the Organizational Change Management process and provide a lead contact for HCD staff impacted by the new system.
- **HCD Assistant Project Manager:** The HCD assistant project manager will provide back-up and project implementation support to the HCD project manager and will act as a secondary contact in the event that the project manager is temporarily unavailable. The HCD assistant project manager will be responsible for coordinating internal meeting schedules and tracking requests for information and other responses required from HCD.
- **Contract Manager (HCD CIO):** The Contract Manager will have signing authority on change requests as well as decision authority over changes that impact the project budget or that substantially alter any of the required functionality in the project. Communication with the Contract Manager will be managed through the HCD Project manager and HCD assistant project manager.



## 11.0 CONTRACTOR ROLES AND RESPONSIBILITIES

Contractor's Project Manager will be the primary point of contact for the State. The Contractor's Project Manager and designated team members shall be responsible for providing progress updates against the in-progress requests during the weekly meeting as well as in the weekly progress report to HCD. Any change orders must be approved in writing by the Contract Manager. Contractor commits to a next business day turn-around time for questions and requests for information. Change requests returned for revision will be reviewed and either disregarded or resubmitted to HCD for approval within two business days of receipt.

The Contractor shall facilitate Department update conference calls and on-site meetings with HCD on a periodic basis, with an agreed upon frequency. The Contractor will prepare a project work plan with a clear weekly progress report component and conduct weekly status meetings. Contractor shall prepare agendas; action item lists and disseminate the meeting minutes as appropriate. Meeting agenda should be circulated twenty-four hours prior to the meeting. This is mandatory for any meeting that includes HCD Executive Leadership. At a minimum, the following agenda shall be covered in the weekly status meetings:

- Status of high-priority items (to be determined in conjunction with the HCD Contract Manager)
- Discussion of open questions or issues
- Discussion of potential risks
- Decision log, change management log, risk registry
- Change Control log (tracking all change requests)

Contractor's Project Manager will document deliverables for Contractor and HCD review and approval, at a minimum, weekly and will include:

- Decision Logs
- Change Control logs (tracking all change requests)
- Project implementation plan and schedule, the plan needs to include a high-level summary with a detailed plan, schedule and proposed changes to the timeline.

The Contractor shall complete a Deliverables Expectation Document (DED for HCD review and approval. The DED form is provided as Attachment 2 to this Statement of Work (SOW). For each deliverable, the parties will agree ahead of time on deliverables specification and acceptance criteria, which the Contract shall document on a DED. The deliverable will address all components required by the Contract.

### Key Contractor Staffing

- Contractor's Project Manager
- OOR Subject Matter Expert

- Executive Sponsor
- Lead Tester
- Lead Developer

## **12.0 ESCALATION PROCESS**

The Escalation Process is designed to ensure that all parties are notified and updated with current status information from the moment a service problem is discovered to resolution. All status updates required through this process shall include at a minimum, issue status, approach being taken to resolve the identified issue, service impact, service impact risk, and estimated time for issue resolution. The following escalation process shall be followed for technical support problem and issue resolution:

The following process is for Severity 1 issues only, as defined in Section 12.1, Severity Definitions.

When the Contractor or HCD discovers a service problem, the Contractor gathers the details of the problem and opens a service request (ticket) for the service problem. HCD shall notify the Contractor when it discovers a service problem, by either email or telephone. The Contractor acknowledges the problem by email sent to HCD with a unique ticket number. All subsequent responses related to this service problem shall contain the Contractor assigned ticket number included in the email. Problems shall be resolved within two (2) hours by the Contractor. If the problem is complex or involves additional troubleshooting, HCD shall be notified, and provided a status update, including any actions taken.

### **A. First Level Escalation**

If after two (2) hours of effort the Contractor has not resolved the problem, the Contractor shall assign the appropriate level of personnel that will resolve the problem within 1 hour. If the issue is still not resolved at the three (3) hour mark, Contractor contacts HCD with a status update.

### **B. Second Level Escalation**

If the problem has not been resolved within three (3) hours, the Contractor shall assign a team leader to evaluate and revise the initial resolution approach to resolve the problem within one (1) hour.

### **C. Third Level Escalation**

If the problem has not been resolved within four (4) hours, the Contractor's team leader shall escalate the ongoing problem to the Contractor's Executive Management.

HCD will notify the assigned Executive Management to discuss the ongoing problems and the potential for HCD invoking its rights and remedies under the Agreement.

For Severity 2 issues as defined in Section 12.1, Severity Definitions, the Contractor shall follow the same escalation process above, except for the notification times which are as follows:

- First Level Escalation: After four (4) hours
- Second Level Escalation: Within (6) hours
- Third Level Escalation: Within eight (8) hours

For Severity 3 issues as defined in Section 12.1, Severity Definitions, the Contractor shall follow the same escalation process above, except for the notification times which are as follows:

- First Level Escalation: After eight (8) hours
- Second Level Escalation: Within twelve (12) hours
- Third Level Escalation: Within twenty-four (24) hours

For Severity 4 issues as defined in Section 12.1, Severity Definitions, the Contractor shall follow the same escalation process above, except for the notification times which are as follows:

- First Level Escalation: After twenty-four (24) hours
- Second Level Escalation: Within three (3) calendar days
- Third Level Escalation: Within seven (7) calendar days

## **12.1 SEVERITY DEFINITIONS**

The service problem reason shall be based on the following severity definitions:

### **a. Severity 1: Service Unavailable**

HCD is experiencing a service-interrupting issue exclusively due to Contractor products or services. Business operations cannot continue, the operation is mission-critical to the business, and the situation is an emergency as determined by HCD.

A Severity 1 service problem has one or more of the following characteristics:

- Services are not accessible to one or more end-user customer, and HCD has determined that it is not an HCD related cause.
- Severe service impacting issues are determined by HCD to be related to the Contractor's services, equipment, cabling or connectivity.

Contractor's Responsibility to Severity 1:

The Contractor shall work 24x7 until the issue is resolved. The Contractor shall be assigned an HCD contact during this period to assist with data gathering, testing, and

applying fixes.

**b. Severity 2: Service Impaired**

HCD is experiencing system impairment or quality issues directly related to Contractor equipment or services. The issue is impacting normal business operations, and there is no workaround.

Contractor's Responsibility to Severity 2:

The Contractor shall work during business hours (at least 8am until 5pm) until the issue is resolved. The Contractor shall be assigned an HCD contact during this period to assist with data gathering, testing, and applying fixes.

**c. Severity 3: Bug or Non-conformity**

HCD is experiencing degradation of performance in the system. There is a workaround, and while it may be an inconvenience, the result does not severely impede the operation of business.

Contractor's Responsibility to Severity 3:

The Contractor shall work during business hours (at least 8am until 5pm) until the issue is resolved. The Contractor shall be assigned an HCD contact during this period to assist with data gathering, testing, and applying fixes.

**d. Severity 4: General Support Request**

HCD has "how-to" questions, configuration changes, or new feature requests. The result does not impede the normal business operation.

Contractor's Responsibility to Severity 4:

Contractor shall follow the escalation process provided in Section 12.0, Escalation Process.

**e. The Contractor shall adhere to the following for a service problem workaround:**

1. A workaround is a temporary fix to either an Equipment or Software deficiency such that core business functionality is restored and there are no significant impacts that prevent the business from operating as intended. All workarounds shall be approved by HCD, in writing, prior to implementation.
2. HCD does not anticipate that suitable workarounds will be available for Severity Level 1 or Severity Level 2 deficiencies. However, HCD is willing to consider workarounds suggested by the Contractor for these Severity Levels on a case-by-

case basis.

3. A workaround for a Severity Level 1, Severity Level 2, or Severity Level 3 deficiency, if approved by HCD, shall result in a reduction of the Severity Level by at least one (1) level. The written approval provided by HCD shall note the reduction of Severity Level(s).
4. All workarounds approved by HCD shall be identified, approved, and implemented within the identified Severity Level. The ultimate resolution or correction of the deficiency shall be implemented within the timeframes of the Escalation Process associated with the Severity Level that is specified at the time of HCD's approval of the workaround.

### **13.0 CHANGE CONTROL PROCEDURES**

The Contractor shall coordinate in advance the scheduling of all HCD software releases. The Contractor shall establish and maintain a software request for change process.

The Contractor shall submit an HCD Request for Change Form, attached to this SOW as Attachment 3 at least 21 days in advance of proposed change implementation for HCD review and approval or rejection. In case of emergency request for change, the Contractor must notify the HCD Contract Manager for additional instructions.

The Contractor shall provide HCD with the request for change document containing finalized scope, estimated hours, and the schedule. The HCD Project Manager will review, prioritize project tasks, and the Contract Manager will approve the request for change document. The Contractor shall be responsible for providing progress updates against the in-progress request for changes during the weekly meetings as well as in the weekly progress report to HCD. All requests for change must have prior approval by the HCD Contract Manager.

### **14.0 TASKS AND DELIVERABLES**

Specific tasks related to the scope include the following:

1. Project kick-off
2. Project Management – Subject to the HCD approved implementation plan, progress meetings will include Contractor prepared detailed agendas and meeting minutes as appropriate. The Contractor shall prepare a progress report and conduct weekly status meetings with the state. The HCD Project Manager and Contractor will work together to define the scope.
3. Analysis and Design – The Contractor shall work with HCD and the State to complete the gap analysis of needs and formulate System configuration and development needs into a final needs-based design plan. The Contractor must document functional and non-functional requirements to be reviewed and approved by HCD.

- a. Data Dictionary – The Contractor shall work with HCD, GMS system, and any other related system to develop a consolidated data dictionary, data mapping, and governance structure. This data dictionary shall be consistently updated for the duration of the contract.
4. Portal Design & Implementation - The end user internet portal for RecoverCa.org will be designed with HCD's Communication team and implemented.

Notwithstanding any provision to the contrary in the Original Agreement, HCD will host the [www.recover.hcd.ca.gov](http://www.recover.hcd.ca.gov) website and portal, which HCD shall continue to fully own. MB3 Inc. will take all actions necessary to transfer control of the [www.recover.hcd.ca.gov](http://www.recover.hcd.ca.gov) website and portal to HCD or to HCD's hosting provider, as directed by HCD, no later than July 17, 2020. HCD will make every reasonable effort to respond in a timely fashion to MB3 to enable MB3 to meet this deadline. If MB3 does not meet the July 17, 2020 deadline due to HCD's failure to timely respond, then the deadline will be extended for a reasonable period not exceeding 14 days. MB3 shall be responsible for its own costs associated with transferring the [www.recover.hcd.ca.gov](http://www.recover.hcd.ca.gov) website and portal from MB3's hosting provider to HCD, or HCD's hosting provider, as applicable, and shall also take all actions necessary to timely effectuate and complete the transfer of all files, applications, security certificates, and related software to HCD's hosting provider necessary for the [www.recover.hcd.ca.gov](http://www.recover.hcd.ca.gov) website and portal to function as defined in the Agreement.

5. **Within 60 days of contract execution**, MB3 will ensure the System is branded for California.
6. Quality Management - The Contractor shall be responsible for the professional quality, and timely completion of all activities to be executed under the Agreement and shall maintain quality assurance logs to be submitted weekly to the HCD Project Manager for review and approval. Contractor deliverables shall include the Quality Assurance Plan.
7. Training – The Contractor will provide role-based training for all impacted HCD staff, both business and technical users, and external users carrying out the program management such as case managers, who will assist applicants in using the System. The Contractor will create role-based training plans. All plans, schedules, and documents including training materials, user guides and desk manuals created by the Contractor will be reviewed and approved by HCD.  
All deliverables defined in Exhibit Q **D** Deliverables Table will become property of HCD upon complete system implementation. The Contractor will do all the following:

- a. **Pre-Go-Live:**

Train up to 15 program staff. The Contractor is not responsible for any lack of HCD internal users to train due to delays in hiring by HCD or the procurement of program

vendors by HCD.

Create a Training Plan that includes the following:

**For Am.2, the training plan used for the original OOR system will be used that includes the following:**

- A roadmap with a schedule of training activities;
- A description of the types of training that will be conducted for the End User, System Administrator, Help Desk, Train-the-Trainer, Applicants, etc., the projected number of people to be trained and their job function, and the level of training required for each;
- A description of all training modes such as webinars, hands-on/classroom, regional workshops, online tutorials, help screens, etc. and their technical platforms;
- Develop and provide all training resources, including technical environments, class materials, process flows and procedures, user manuals, quick reference guides, online tutorials, help screens and other training aids;
- All user training materials will be provided prior to Go Live;
- Update training materials and System and support documentation to reflect changes as they occur;
- Develop and implement evaluation and attendance tools; and
- Monitor ongoing training results and make training improvements as needed.

**b. Post-Go-Live:**

Complete two (2) end-to-end System trainings, with unlimited attendees, for HCD internal users and staff from procured contractors, to be scheduled at HCD's discretion;

Additional trainings for internal or external users, beyond the two discussed in the preceding sentence, will be presented as a change order to HCD in accordance with the change order procedures;

For any application changes that are outside the functionality identified in this Agreement, provide training for such changes; the cost of said training will be included in the level of effort estimate associated with the changes to be presented to HCD as a change order. The "level of effort estimate" will encompass the estimated effort required to complete the proposed application changes, provide any training for such changes, and update training materials and System and support documentation accordingly. A "level of effort estimate" will be presented to HCD with any submitted change order for requested work that is outside the scope of the Agreement.

7. Implementation - The Contractor shall be responsible for providing support to HCD during the implementation of any new or enhanced software components developed under the Agreement.
8. Project Closeout - Upon complete system implementation the Contractor shall

comply with the project completion criteria below:

- The Contractor and HCD shall conduct a project closeout meeting, at which time the Contractor shall submit to the HCD Project Manager a concluding status report indicating that all work and deliverables have been successfully completed according to the requirements defined.
9. Support and Maintenance - Support and maintenance of system and any upgrades shall be part of the maintenance duties that are part of this Statement of Work.

## **15.0 DELIVERABLE ACCEPTANCE CRITERIA**

All concluded work shall be submitted for review and acceptance or rejection to the HCD Project Manager through the use of the Deliverable Acceptance Document (DAD). The Contractor shall provide an approved DAD, which will be signed by the HCD Project Manager upon completion of a deliverable as listed in Exhibit Q **D** Deliverables Table. Signed acceptance is required from the HCD Project Manager and Contract Manager before submitting an invoice for payment. Refer to Section 11.0 Contractor Roles and Responsibilities, for identification of the individual required to sign for acceptance of deliverables under this Agreement. Deliverables rejected by the Contract Manager will be governed by the Corrective Action Plan.

## **16.0 UNANTICIPATED TASKS**

The Agreement amount includes a limited budget for unanticipated tasks within the scope of the Agreement. The limited budget is fixed and not to exceed ten percent (10%) of the base contract amount. These funds may be used at HCD's discretion. Unanticipated tasks will be contracted on an as-needed basis and shall be optional throughout the base term of the Agreement. Work for unanticipated tasks will be assigned and agreed to in writing by the Contractor and HCD via a Work Order Authorization (WOA) before the work can commence. The WOA form is provided in Attachment 5, Work Authorization Form. The rates for unanticipated tasks shall not exceed the original bid rates listed in Cost Workbook Exhibit R **F** – Unanticipated Tasks Budget.

### **16.1 WORK ORDER AUTHORIZATION**

During the course of the Agreement, HCD may specify additional Statement of Work to be completed by the Contractor.

- a. All work identified in the Statement of Work shall be initiated using Work Order Authorization (WOA). Each WOA shall include a description of the task and deliverable and the number of estimated hours, by person, to complete the work.
- b. The additional statement of work may include but not limited to additional services, value-add feature, new technology product, enhanced service offering, and expansion of capabilities.
- c. The Contractor will not begin work on a deliverable until HCD and the Contractor's



Dated: January 15, 2021

Project Manager have approved the WOA's deliverables. The start of work will occur

upon the start date of the WOA or upon approval by the Contract Manager whichever occurs later.

- d. All work performed pursuant to a WOA shall be subject to the terms, conditions, and requirements of this Agreement.

## **17.0 DATA HANDLING AND OWNERSHIP**

Data will be secured and protected using standards and best practices. Please see the attached ITN Resource Links document.

HCD owns the data stored within the System.

Any data changes made within the system will be reflected in the system in real-time.

The Systems covered by this Invitation to Negotiate (ITN) contain information that HCD considers confidential. Accordingly, information contained within the System may not be disseminated, sold or disclosed.

HCD may require that the Contractor, as well as any authorized subcontractor(s), execute an HCD approved confidentiality agreement (Exhibit I).

## **18.0 SECURITY**

It will be a violation of the provisions of the Agreement for the Contractor or Contractor's employee(s), or any Subcontractor or employee thereof, to remove or alter any record or copy for any purpose other than a backup of on-line data as provided herein.

Should it be determined that any equipment or software used by the Contractor under the terms of this Agreement is damaged, it shall be the Contractor's responsibility to repair or replace the software or equipment, without cost to HCD.

The System shall adhere to the security guidelines and policies stated in the following attached documents:

SAM – INFORMATION SECURITY (Office of Information Security) 5300 -  
<https://www.dgs.ca.gov/Resources/SAM/SAMTOC>

NIST Special Publication 800-53, Security and Privacy Controls for Federal Information Systems and Organizations -  
<https://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-53r4.pdf>

FIPS PUB 199, FEDERAL INFORMATION PROCESSING STANDARDS

PUBLICATION – <https://nvlpubs.nist.gov/nistpubs/FIPS/NIST.FIPS.199.pdf>

## 19.0 DISASTER RECOVERY

The Bidder's disaster recovery plan must be implementable and must include:

- Contractor shall provide Backups Daily (Based on a Pacific Time Zone)
- For disaster recovery purposes, there shall be multiple backups (2 or more) in different physical geographical locations within the continental U.S.
- The backups and restores shall be tested on a regular basis.
- Business Continuity - In case of a disaster business must resume within 24 hours.
- Bidder's processes and procedures for the disaster recovery of the system
- Coordination with HCD Communication with HCD stakeholders

## 20.0 COMPATIBILITY AND INTERFACE

The system shall interface with existing financial and grant management applications. Interface properties will be determined based on application capabilities.

An onsite gateway server should not be required to interface with the System provided by the Contractor.

### 20.1 API (Application Program Integration)

The OOR developer must request the API's from HCD's GMS application to successfully integrate the OOR application with the GMS application. The OOR developer must provide its own API's to integrate with HCD's GMS application. The API's shall be used to integrate the two software systems to optimize efficiency between the OOR and GMS applications. The OOR developer must use the GMS API's to extend their web applications to push and pull data into and from the GMS application. The data sync process shall be automated. Multiple web browsers such as Internet Explorer and Google Chrome must be supported in the OOR and GMS production environment. All data traffic between the OOR and GMS applications must be secured and, if possible, encrypted. API testing must be completed before integrating the production OOR and GMS applications. Integration between eGrants and the GMS application will occur via flat file transfer. This will apply to deliverables 2.3.1 and 2.3.2. **For Amendment #2, the previously implemented integration for the original OOR will be used.**

## 20.2 Reporting

Solution(s) system data should be extractable by third party reporting tools like Power BI, Crystal reports or Oracle reports. Though COTS systems provide out of the box reporting capabilities, some reports may require access to multiple systems. The data should be in a readable format and not encrypted.

## 21.0 SYSTEM IMPLEMENTATION GUIDANCE AND APPROACH

The Contractor will work with HCD to identify and understand its processes and procedures in order to provide advice on the best ways to integrate those processes and procedures with the proposed software solutions. This includes advising on System best practices, providing guidance on enhancing and automating processes and procedures based on software capabilities, and consulting on how to overcome identified challenges of current practices and procedures by utilizing the software capabilities. See the Bidder Requirements Spreadsheet, Exhibit ~~P~~ E for details.

The Contractor will prepare an implementation plan for review and approval by HCD.

**For Amendment #2, the Contractor will use the original OOR implementation plan, for review and approval by HCD.** The implementation approach shall result in minimal impact to existing HCD operations – staff outside of key project management and support staff should not be adversely impacted by the design and implementation of the System with the exception of staff training and system testing. The Contractor will include offsite and onsite Contractor staffing expectations in the implementation plan.

## 22.0 TECHNOLOGY REFRESH

The Contractor will coordinate all software updates and upgrades with HCD. All software updates and upgrades shall be scheduled in advance so as to eliminate or minimize disruption to HCD and any other users of the system.

Change notes/documentation shall be provided to HCD prior to implementation.

Training will be administered by the Contractor. Training shall be included for any major update that will change workflow processes or navigation in the System.

Technology refresh shall include updated technology requirements from HUD, including, but not limited to:

- a. Updates regarding the handling of personally identifying information (PII) data
- b. Updated reporting requirements, such as new national objectives, new area benefit data, and update fund management requirements
- c. Updated standard HUD forms (if formatted forms are available)
- d. Updates to the federal program reporting systems and interfaces

Contractor is responsible for remaining current on technological changes in federal program management requirements. The contractor and HCD will negotiate implementation of technology refreshes through the work order authorization process.

### **23.0 SYSTEM TESTING AND ACCEPTANCE PROCEDURES**

The Contractor shall produce a Quality Assurance Plan to include a test strategy, test plan, test scripts, and acceptance test procedures that will be reviewed and approved by HCD.

For Amendment #2, the Contractor shall use the original deliverable OOR Quality Assurance Plan will include a test strategy, test plan, test scripts, and acceptance test procedures that will be reviewed and approved by HCD.

The System must include a test environment. The user acceptance testing environment shall be refreshed with production data as requested by HCD.

The Contractor and HCD will work together to develop test cases and test scripts (including User Acceptance Testing), which will be reviewed and approved by the HCD Project Manager. The Contractor shall submit the test/performance results in a readable report. The Contractor will ensure that each test cycle is completed with no blocker, critical, or major defects before moving to the next testing phase.

The Contractor must trace test scripts and testing results to the requirements.

#### **23.1 ACCEPTANCE TESTING**

The Contractor must conduct user acceptance testing sessions ~~on-site~~ remotely. The Contractor shall be required to facilitate user acceptance testing on any new or enhanced software components developed under this Agreement as approved by the HCD Contract Manager.

Acceptance testing is intended to ensure that the services acquired under this Agreement result in successful and continued satisfactory levels of performance throughout the term of this Agreement. The products and services acquired shall conform to HCD's requirements in this Agreement, while meeting performance standards and warranties. Acceptance testing will be conducted separately for both separate system instances of eGrants, for the original OOR and for the 2018 OOR.

The Contractor will ensure that each test cycle is completed with no blocker, critical, or major defects before moving to the full system acceptance phase.

## 23.2 FULL SYSTEM ACCEPTANCE

'Full system acceptance' is defined as **acceptance of all required deliverables per Exhibit D – Deliverables Table** and receipt by MB3 of written confirmation from HCD of error-free processing of the System following complete system implementation.

~~Complete system implementation will occur no later than July 17, 2020.~~

"Error-free processing" means the installed System is operating in a manner meeting all of the technical requirements of this Agreement, with no work-around or manual intervention required, and free of errors deemed by HCD to be of Severity levels 1, 2, and 3, as defined in Section 12.1, Severity Definitions. Severity level 4 errors will not impede full System acceptance.

At such time as MB3 has received HCD's unconditional written confirmation of error-free processing as described in this section, MB3 may commence invoicing for the maintenance and operations charges in the month following such full system acceptance. **Full system acceptance will be provided by HCD for each separate system instance of eGrants.**

## 24.0 CORRECTIVE ACTION PLAN

HCD will be the sole judge of the acceptability of all work performed, all work products produced, and services provided by the Contractor. Should the work performed, or products or services produced by the Contractor fail to meet the Agreement requirements, the following initial process will be employed, except as provided otherwise in the Agreement:

1. HCD will notify the Contractor in writing within ten (10) business days after discovery of any acceptance problems by identifying the specific inadequacies and/or failures in the services performed and/or the products produced by the Contractor.
2. The Contractor will, within five (5) business days after initial problem notification, respond to HCD by submitting a written detailed explanation describing precisely how the identified services and/or products adhere to and satisfy all applicable requirements, and/or a proposed corrective action plan to address the specific inadequacies and/or failures in the identified services and/or products.
3. HCD will, within five (5) business days after receipt of the Contractor detailed explanation and/or proposed corrective action plan, notify the Contractor in writing whether it accepts or rejects the explanation and/or plan. If HCD rejects the explanation and/or plan, the Contractor will submit a revised corrective action plan within three (3) business days of notification of rejection.
4. HCD will, within three (3) business days of receipt of the revised corrective action plan, notify the Contractor in writing whether it accepts or rejects the revised corrective action plan proposed by the Contractor.
5. If a Contractor project component or deliverable is rejected three (3) times by HCD, the Cure Notice process will follow.

## **25.0 CURE NOTICES**

HCD will issue a written cure notice to inform the Contractor in the event the Contractor fails to meet an Agreement requirement or performance requirement. The cure notice will give the Contractor ten (10) calendar days to remedy the identified condition or deficiency. If the condition or deficiency is not corrected to HCD's satisfaction within this period, the Contractor may be declared in material default by HCD and HCD may exercise its various rights and remedies under the Agreement, up to and including terminating the Agreement.

### **25.1 TRIGGERS FOR A CURE NOTICE**

Cure notices may be triggered by the any of the following conditions, or other conditions that arise in Contractor's performance of the Agreement:

1. The Contractor continues to miss agreed-upon deadlines or fails to follow the Escalation and/or Corrective Action Plan processes;
2. Demonstrable evidence exists that the work is not being accomplished in accordance with the terms hereby;
3. Quality of deliverables does not meet HCD's standards;
4. The Contractor is non-responsive to HCD requests;
5. The system suffers consistent and severe deficiencies such that the system is not, in the HCD's subjective opinion, meeting HCD's needs or satisfying the Contractor's requirements under the Agreement.

### **26.0 TRAINING**

The System will have a variety of different users with different roles and permissions. This includes internal HCD users, such as system administrators, super users, grant managers, and reviewers, and external users, such as, project managers, and reviewers. The Contractor must provide a training environment that is separate and apart from the user acceptance environment and production environment. The Contractor must train and provide support for System administrators on the full scope of the System and also train and provide support for HCD staff users on how to utilize the System and facilitate HCD's workflow as applicable to their roles. Additionally, the Contractor must be able to provide instructional documentation for the System that can be customized, as needed, for the other user types and their more limited roles and permissions.

The methods of training, support, and the forms of documentation will be detailed in the Training Plan, discussed in Section 14 of this Exhibit, and be mutually agreed upon by HCD and the Contractor.

Pre-Go-Live training is to be provided to the following. The Contractor is not responsible for any lack of HCD internal users to train due to delays in hiring by HCD or the procurement of program vendors by HCD.

1. HCD external users - at least two (2) webinars for external user training to be posted to HCD's website and linked to the System portal.
2. Approximately 15 HCD internal end users. Scheduling of these training sessions to be reviewed and approved by HCD and will be scheduled at HCD's discretion.
3. Up to five (5) system super users. Duties may include, but not be limited to:
  - a. HCD's first line of support for System issues for both our internal and external users.
  - b. Liaise with the Contractor to maintain the reporting and dashboard infrastructure for the organization
  - c. Interact with users and evaluate System issues
4. Three (3) HCD product administrators. The duties of these product administrators may include but not be limited to:
  - a. Set up administrator and user accounts
  - b. Provide advice and training to end-users
  - c. This is a hands-on, senior technical position with Subject Matter Expertise (SME) on the implemented System
  - d. Liaise with the Contractor to plan and coordinate testing changes, upgrades, and new services, ensuring the System will operate correctly in current and future environments
  - e. Liaise with the Contractor for problem management activities such as issue resolution and root cause analysis

## **27.0 MAINTENANCE, OPERATIONS, PERFORMANCE**

The Contractor shall be responsible for System stability during the term of the Agreement. Within the Maintenance & Operations (M&O) Plan, service level and performance level requirements shall establish clear relationships between HCD and the Contractor, set service goals, and provide a framework for continuous analysis and improvement. The service level and performance level requirements also establish key performance indicators that shall be used to demonstrate the effectiveness of a service.

By tying performance to measurable metrics, HCD and the Contractor shall find it easier to identify service performance problems.

The System should not suffer degradation of service during system backup or maintenance functions.

A copy of the most current HCD production data must be transferred or backed-up to an HCD designated network location or locations on an agreed schedule to be approved by HCD's Project Manager. All HCD data, whether residing in the cloud, on Contractor's equipment, or on HCD's designated backup network location, is and shall be at all times remain the sole property of HCD.

## **27.1 MAINTENANCE & OPERATIONS SERVICES**

The Contractor shall perform M&O Services within the contractually agreed upon service and performance levels for the period of performance during the Agreement term identified in SOW Section 4.0 Term of Agreement. The Contractor shall perform operational activities which include installing, configuring, managing and monitoring the services, System, equipment, and software that comprise the OOR solution. The Contractor shall perform preventive maintenance such as repair and testing of application defects, application tuning, component upgrades, and database reorganizations. The Contractor shall test Acceptance procedures, and the Contractor's Quality Assurance changes to the environment as described in SOW Section 23.0, System Testing and Acceptance Procedures. The Contractor shall actively monitor, manage and operate the system availability, performance, and capacity.

The Contractor shall be transparent with the operations of the System by reporting system status verbally, in writing, and through automated tools to the State. The Contractor shall be responsible for updating the Data Dictionary with any changes that are made Post-Go-Live.

## **28.0 HELP DESK**

Contractor shall provide System support via phone, email, and online to be available during standard business hours – Monday through Friday 7 am to 6 pm Pacific Time, excluding federal holidays.

The Contractor will provide Help Desk support for System related issues and queries while HCD staff manage program related issues and queries.

## **29.0 SERVICE LEVEL AGREEMENTS (SLAS)**

Contractor must ensure 99.9% uptime of the system at all times.

Contractor must provide written description of any major outages (including description of root-cause and fix) resulting in greater than 1-hour of unscheduled downtime per incident



within a month. For additional information regarding SLAs, please see Appendix B Legal Provisions and Other Requirements.

### **30.0 PROJECT PAYMENT TERMS**

In accordance with Public Contract Code, §12112, the State will withhold, from each invoiced payment amount to the Contractor, an amount equal to ten percent (10%) of the payment per the SOW.

The payment schedule for the OOR system implementation is deliverables-based except for Maintenance and Operations and Help Desk services which are paid monthly in arrears at the rates indicated in Cost Worksheet #7

### **31.0 SELECT LEGAL PROVISIONS AND OTHER REQUIREMENTS**

Select legal provisions and other contractual requirements that will be incorporated into the Agreement are set forth in Exhibit C (~~Bidder Declaration~~) Legal Provisions and Other Requirements hereto and incorporated herein. This is not an exhaustive list of all provisions that will be contained in the Agreement to be signed by all parties.

### **32.0 ATTACHMENTS TO THE STATEMENT OF WORK**

- Attachment 1- Deliverable Acceptance Document
- Attachment 2- Deliverable Expectations Document
- Attachment 3- Change Request Form
- Attachment 4- OOR Process Flow
- Attachment 5- Work Authorization Form

**ATTACHMENT 1: DELIVERABLE ACCEPTANCE DOCUMENT**

<b>Contractor Name:</b>	
<b>Agreement Number:</b>	
<b>Deliverable/Product Name:</b>	
<b>Completion Date:</b>	
<b>Cost:</b>	

1. Deliverable Submitted for Approval
2. Statement of Formal Acceptance

*This DAD acknowledges formal acceptance of the Deliverable per the Deliverable Expectations Document acceptance criteria. The undersigned formally accepts as complete the above-identified deliverable and do hereby state that this deliverable meets or exceeds agreed-upon acceptance criteria.*

HCD	Vendor Name
Name	Name
Signature	Signature
Date	Date

## Attachment 2: Deliverable Expectation Document

<b>Deliverable Name:</b>	
<b>Deliverable Completion Date:</b>	
<b>Deliverable Owners:</b>	

1. Deliverable Overview
2. Roles and Responsibilities

<b>Role</b>	<b>Responsibility</b>
Project Director	•
Project Manager	•
Project Team	•
Contractor Project Executive	•
Contractor Project Lead	•
Business Owners	•
Subject Matter Experts	•

3. Deliverable Entrance Criteria  
The following tasks should be completed prior to starting work on Deliverable:
4. Deliverable Acceptance Criteria  
The following criteria is used to determine acceptability of the deliverable:

**ATTACHMENT 2: DELIVERABLE EXPECTATION DOCUMENT,  
 CONTINUED**

5. Deliverable Schedule

SharePoint Schedule ID	Task Name	Start Date	End Date	Resource Name(s)

6. Signatures

**This DED was completed according to contract requirements of XX-XXXX.**

Approved by (State signature)	Position Title	Date
Approval Acknowledged by (Contractor signature)	Position Title	Date



### ATTACHMENT 3: CHANGE REQUEST FORM, continued

Change Impact: (What areas are affected by this change)

#### Back Out Procedures

Is there a back out procedure for this change?

If yes, then answer the following questions below:

What is the Back Out Procedure?

Time required to back out changes

(HH:MM)

Target date/time for initiating back out (Fail Safe)

Date (M/D/YY)

Time (HH:MM)

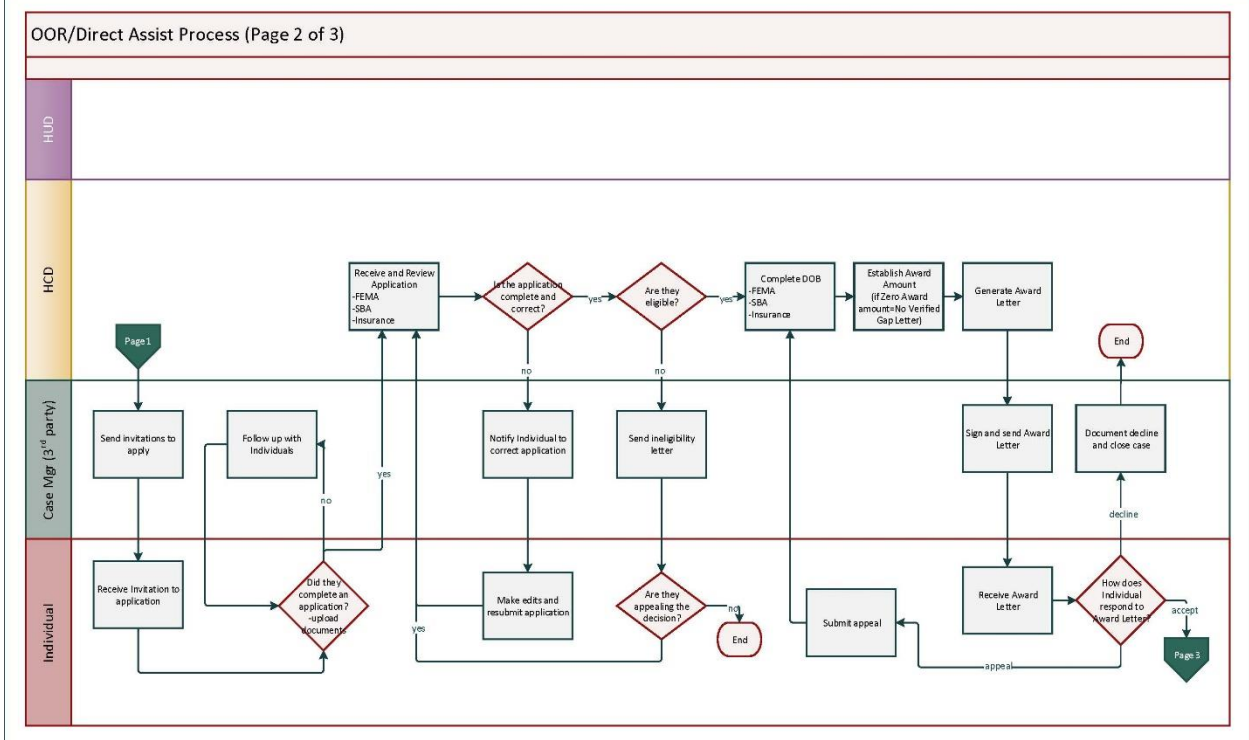
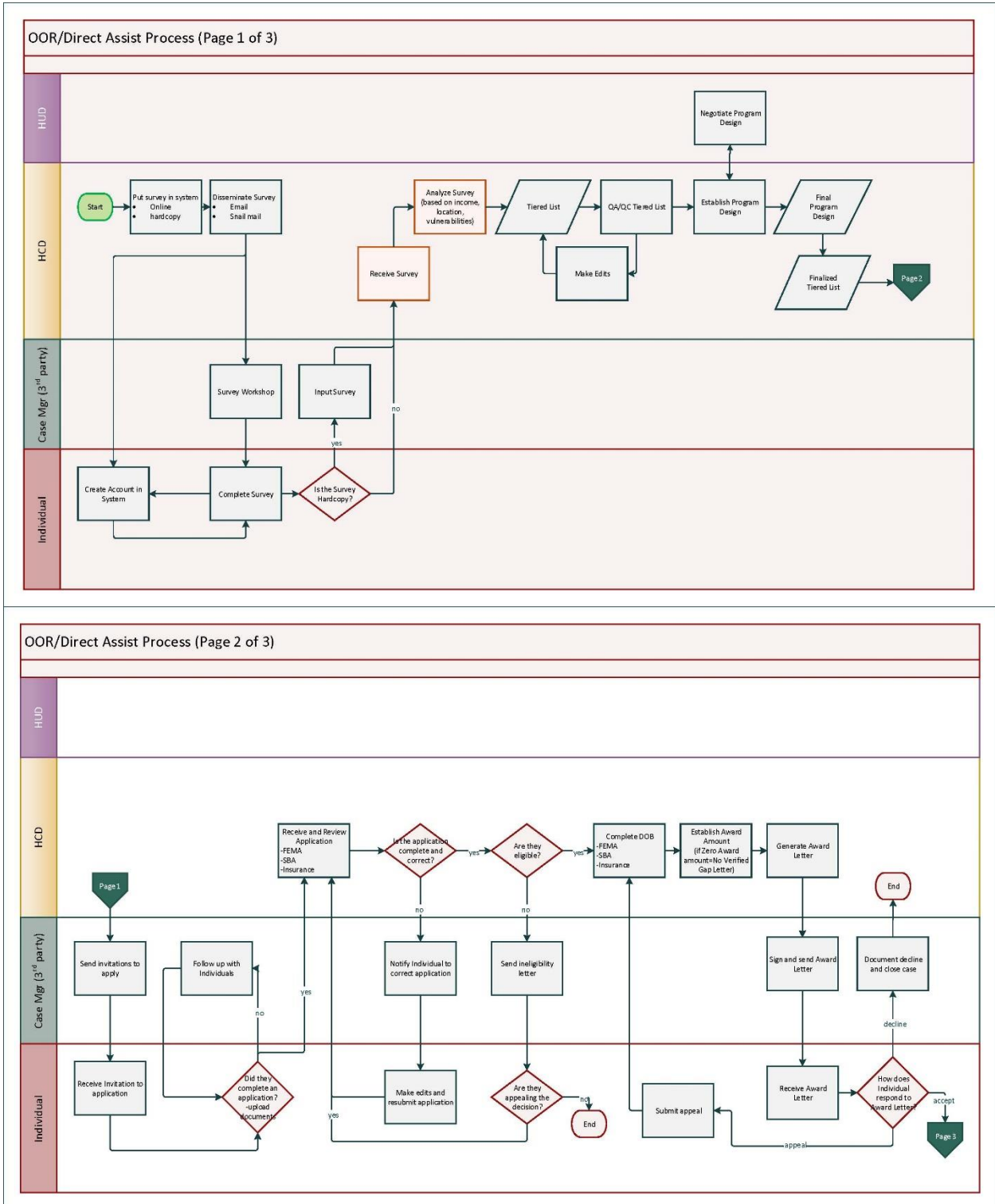
#### Testing and Documentation

Proposed Changes Tested:

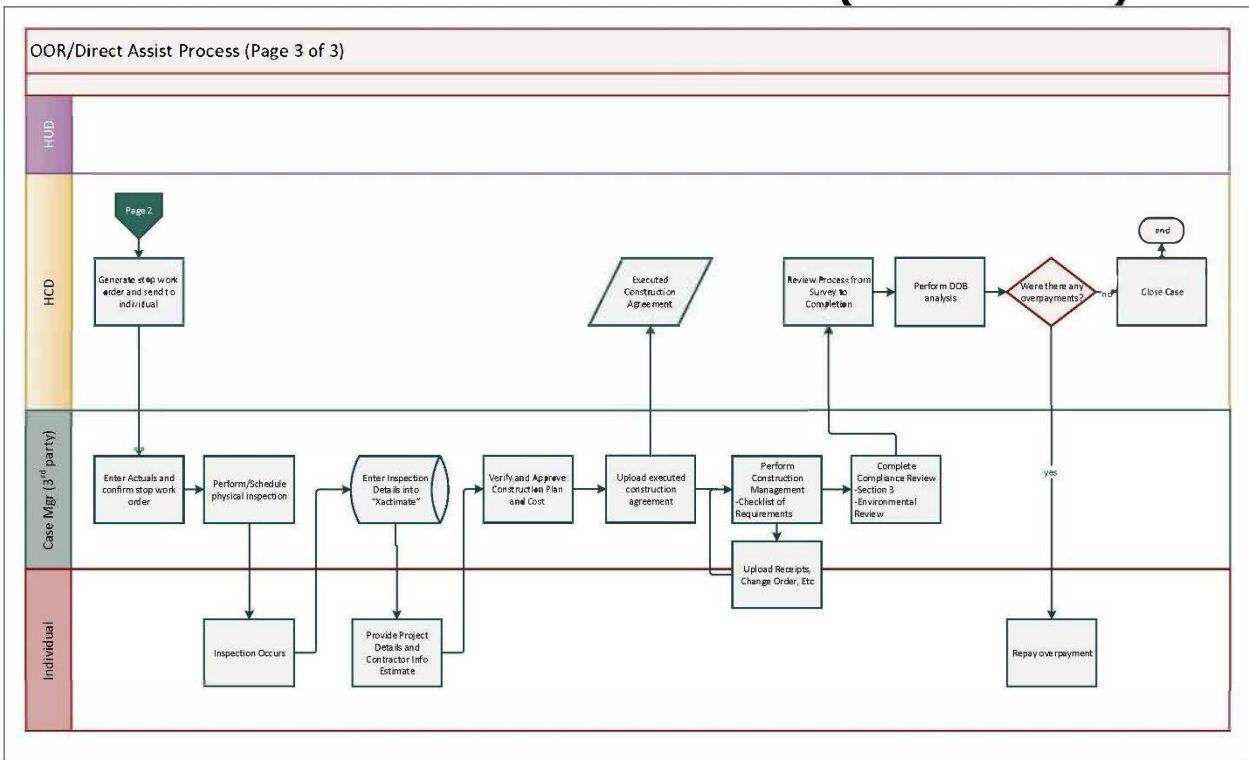
Release Notes Attached:

System Object Documentation Updated:

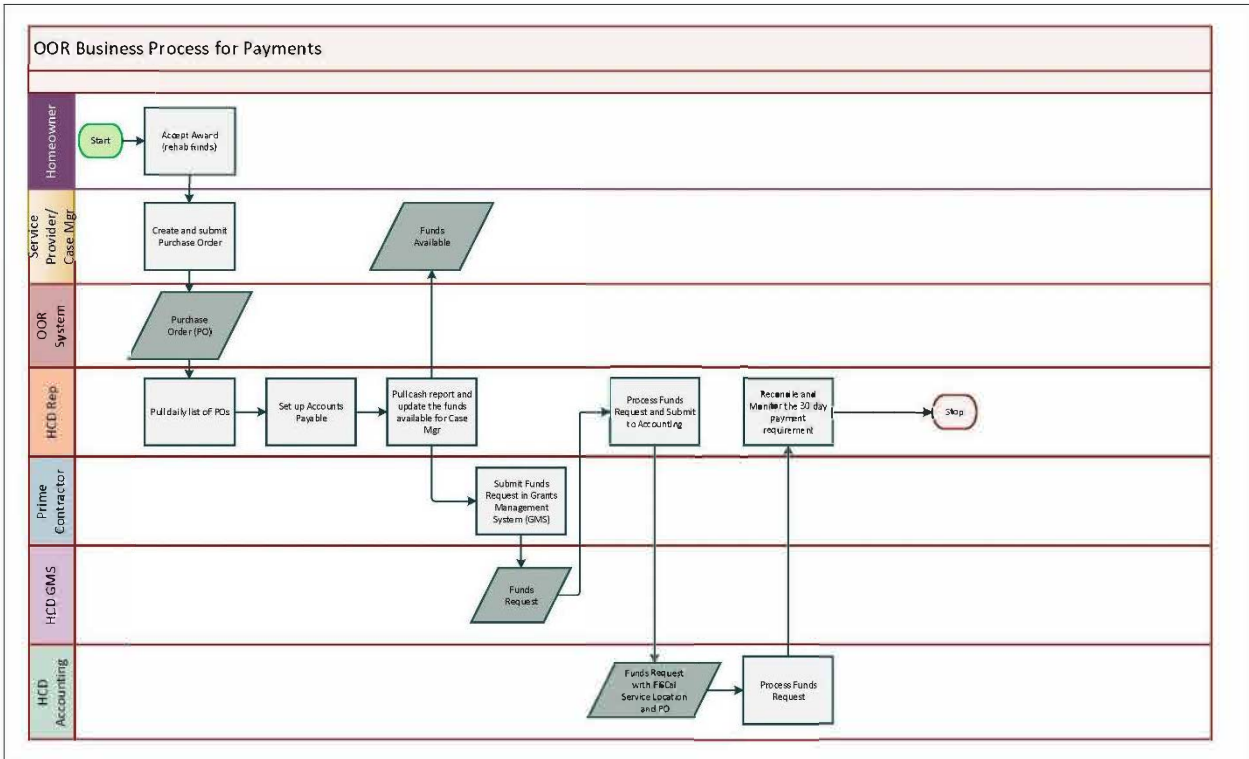
## ATTACHMENT 4: OOR Process Flow



## ATTACHMENT 4: OOR Process Flow (Continued...)







## ATTACHMENT 5: WORK AUTHORIZATION FORM

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WORK AUTHORIZATION NUMBER

PAGE(S)

of

TITLE

TASK SUMMARY (*Brief description of tasks to be performed under work authorization*)

START DATE

COMPLETION DATE

TOTAL ESTIMATED LABOR HOURS

TOTAL ESTIMATED COST

This task will be performed in accordance with the Work Authorization and the provisions of Contract Number

### **APPROVALS**

VENDOR CONTRACT ADMINISTRATOR NAME

TITLE

SIGNATURE

DATE

STATE CONTRACT ADMINISTRATOR NAME

TITLE

SIGNATURE

DATE

## Exhibit C (Continued....)

### Legal Provisions and Other Requirements

#### 1. DOCUMENTS INCORPORATED BY REFERENCE

The Contract, as defined in Cloud Computing Software as a Service (SaaS) General Provisions, hereby incorporates by reference the following two (2) documents:

- A. State Model: Cloud Computing Services Special Provisions for Software as a Service (SaaS) <https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Model-Contract-Language>
- B. State New Cloud Computing Software as a Service (SaaS) General Provisions [https://www.dgs.ca.gov/-/media/Divisions/PD/PTCS/OPPL/Model-Language/CLOUDCOMPUTING\\_SaaSGPs-ADA.ashx?la=en&hash=869011D092AC64A2BB464FECFD1C5BB83CB64456](https://www.dgs.ca.gov/-/media/Divisions/PD/PTCS/OPPL/Model-Language/CLOUDCOMPUTING_SaaSGPs-ADA.ashx?la=en&hash=869011D092AC64A2BB464FECFD1C5BB83CB64456)

#### 2. GOOD STANDING REQUIREMENT

The Contractor, and all constituent owners and members thereof, must be in good standing with the State of California, including HCD and all other departments, agencies, and other political jurisdictions thereof. The means that Contractor and its constituent owners and members must not be in default under any of its contractual, financial, statutory, or regulatory obligations to the State, must have a good past performance history with the State, and, if an entity, must be a duly formed and validly existing entity which is legally qualified to do business within the State of California. Furthermore, neither the Contractor, nor any constituent owner or member thereof, may be listed on any HUD debarment or suspension list, including without limitation, the list contained in the Excluded Parties Listing System (<https://sam.gov/SAM/>). The foregoing requirements apply both at the time of execution of the Contract and at all times during the term of the Contract and shall also apply to all subcontractors authorized to do work on behalf of Contractor pursuant to the Contract. Contractor shall ensure that this good standing requirement is contained in all contracts executed between Contractor and a subcontractor.

#### 3. SUBCONTRACTORS

Nothing contained in the Contract or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. Contractor agrees to be fully responsible to the State for the acts and omissions of its subcontractors and persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor.

Upon the termination of any subcontract, State shall be notified immediately. Any subcontract shall include all the relevant terms and conditions of the Contract and its attachments in addition to any other relevant terms and conditions.

Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor. Contractor represents that it has or shall secure at its own expense, all staff required to perform the services described in the Contract. Such personnel shall not be employees of or have any contractual relationship with any governmental entity.

When subcontractors are used, HCD will pay the Contractor who, in turn, will be responsible for paying the subcontractor directly. Subcontractor fees and costs are included in the "total" price of the Contract.

If subcontractor(s) fails to execute a portion of the work in a satisfactory manner, the Contractor shall immediately remove the subcontractor, upon written request from the Contract Manager. Said subcontractor may not be employed for another portion of the Contract. The HCD Contract Manager will not entertain requests to arbitrate disputes between the Contractor and subcontractor concerning performance of their contract duties.

Contractor shall not substitute a subcontractor in place of another without prior notification and written approval from the HCD Contract Manager. All requests to substitute a subcontractor must be submitted in writing to the HCD Contract Manager, along with documentation to support the substitution.

#### **4. PERMITS AND LICENSES**

Contractor shall procure and keep in full force and effect during the term of the Contract all permits, registrations, licenses, approvals, and authorizations necessary to accomplish the work specified in the Contract and give all notices necessary and incident to the lawful prosecution of the work. During the term of the Contract, Contractor shall keep informed of, observe, comply with, and cause all of its agents, employees and subcontractors to observe and comply with, all prevailing federal, state, and local laws, and rules and regulations made pursuant thereto, which in any way govern or affect the performance of the work or delivery of services contemplated by the Contract. Contractor shall ensure that any and all subcontractors performing work also comply with the requirements of this provision. If any conflict arises between provisions of the Statement of Work and any such laws or regulations, then the Contractor shall immediately notify the State of such conflict in writing.

HCD recognizes that the Contractor may integrate third-party software into the proposed system. In accordance with Section 30 of the Cloud Computing Software as a Service (SaaS) General Provisions, the Contractor agrees to provide all necessary software license(s) for such third-party software to HCD at the time of full system acceptance.

#### **5. CONFIDENTIALITY OF DATA AND DOCUMENTS**

- A. All data and documents of HCD and its grantees and subgrantees are strictly confidential in nature. Accordingly, Contractor will not disclose any data or documents from HCD or any other users of the system without the express prior written permission of the HCD Contract Manager, which may be given or withheld in its sole discretion, and shall take all necessary precautions to ensure that all such data remains secure and not the subject of a data breach or theft, unauthorized system intrusion, or other unauthorized or illegal access by third

parties. Contractor shall indemnify, defend, and hold the State harmless from any and all claims, actions, costs, losses, or liabilities of any kind or nature (including, without limitation, claims of third parties) resulting from a data breach or other unauthorized third-party access of the system or the data. Contractor's indemnification obligations under this provision are in addition to the indemnification obligations of Contractor set forth in Section 21 of the Cloud Computing SaaS General Provisions, and all indemnification obligations of Contractor under the Contract shall survive indefinitely the expiration or earlier termination of the Contract.

- B. Permission to disclose information or documents on one occasion shall not authorize Contractor to further disclose such information or documents on any other occasion.
- C. Contractor will not comment publicly to the press or any other media regarding its data or documents, or HCD's actions on the same, except to HCD staff, Contractor's own personnel involved in the performance of the Contract.
- D. If requested by HCD, the Contractor shall require each of its employees or officers, and those of any subcontractor, who will be involved in the performance of the Contract, to agree to the above terms in a form to be approved by HCD and shall supply HCD with evidence thereof.
- E. To the extent that HCD has approved the use of subcontractors in the Contract, Contractor shall include in its agreements with each approved subcontractor the foregoing provisions related to the confidentiality of data and the non-disclosure of the same.
- F. As to generated data which is reserved to the Contractor by express terms and as to any preexisting or proprietary data which has been utilized to support any premise, postulate or conclusion referred to or expressed in any deliverable hereunder, Contractor shall preserve the same in a form which may be introduced in evidence in a court of competent jurisdiction at Contractor's own expense for a period of not less than three (3) years after receipt by the State of the final report or termination of the Contract and any and all amendments hereto, or for three years after the conclusion or resolution of any and all audits or litigation relevant to the Contract, whichever is later.
- G. Prior to the expiration of such time and before changing the form of or destroying any such data, Contractor shall notify HCD, in writing, of any such contemplated action. HCD may within 120 days after said notification determine whether it desires said data to be further preserved and, if HCD elects, the expense of further preserving said data shall be paid for by HCD. Contractor agrees HCD shall have unrestricted access to the same during said three (3) year period and throughout the time during which said data is preserved in accordance with the Contract, and Contractor agrees to use best efforts to furnish competent witnesses or identify such competent witnesses to testify in any court of law regarding said data.
- H. All HCD data, whether residing in the cloud, on Contractor's equipment, or on HCD's backup network locations, and whether generated by HCD and/or external users, is and shall at all times remain the sole property of HCD.

## **6. SERVICE LEVEL AGREEMENTS**

The following requirements shall be contained within applicable Service Level Agreements (SLAs):

- A. The cloud service the system resides on must have a 99.9% uptime.
- B. The system application must have a 99.9% uptime.
- C. The Contractor must provide HCD with a written description of any major outages (including a description of the root-cause and fix) resulting in greater than 1-hour of unscheduled downtime within a month.
- D. Regularly scheduled restores of the system and data performed to ensure application and data integrity.

In the event a liquidated damages provision is contained in the final Contract, if extended downtime is experienced (by either the Contractor's system application or the cloud service provider), HCD shall be entitled to liquidated damages. Additionally, HCD shall be entitled to liquidated damages if extended performance degradation is experienced by HCD, whether caused by the system application or the cloud service provider.

### **SLA Requirements/Service Availability:**

Coverage parameters specific to the service(s) covered in this Agreement are as follows:

- Manned telephone support: M-F 7 AM to 6 PM Pacific Time, excluding federal holidays.
- Manned email support: M-F 7 AM to 6 PM Pacific Time, excluding federal holidays.
- Remote assistance using Remote Desktop: M-F 7 AM to 6 PM Pacific Time, excluding federal holidays.
- Planned or emergency onsite assistance (extra costs apply): Response time within 24-hours
- Monthly System health check
- Meeting response times associated with service-related incidents
- Appropriate notification to HCD for all scheduled maintenance
- Changes to services will be communicated and documented to all stakeholders

### **SLA Requirements / Service Requests:**

In support of services outlined in this Agreement, the Service Provider will respond to service-related incidents and/or requests submitted by HCD within the following time frames:

- 0-2 hours (during business hours) for issues classified as High priority.
- Within 8 hours for issues classified as Medium priority.
- Within 2 working days for issues classified as Low priority.
- Remote assistance provided in line with the above timeframes dependent on the priority of the support request.

**Response Time:**

First level problem determination will be assigned using the following criteria:

- Number of customers affected
- Effect on business mission
- Context of problem
- Deadlines
- Estimated solution time
- Application involved
- Frequency of problem
- Customer's sense of priority
- Customer's commitment level
- Availability of workaround
- Threat to data integrity or computer security

System Down:

- Contractor System and/or Cloud Service

Critical:

- Business outage or significant customer impact that threatens future productivity

Urgent:

- High-impact problem where production is proceeding, but in a significantly impaired fashion; there is a time-sensitive issue important to long term productivity that is not causing an immediate work stoppage; or there is significant customer concern.

Important:

- Important issue that does not have significant current productivity impact

Monitor:

- Issue requiring no further action beyond monitoring for follow-up, if needed

Informational:

- Request for information only

## **7. PUBLICATIONS AND REPORTS**

The State reserves the right to use and reproduce all publications and reports and data produced and delivered pursuant to the Contract.

If the publication and/or report are prepared by nonemployees of HCD, it shall contain the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of the report in a separate section of the report (Government Code section 7550).

## **8. WARRANTY**

The Contractor shall provide a system warranty, at no additional cost to the State, which warranty shall commence upon full system acceptance and shall continue during the Contract term, as the same may be extended from time to time. Pursuant to such warranty, the Contractor must, among other things, do the following:

- A. Fix all errors, defects, bugs, harmful code, and/or viruses not discovered prior to system implementation.
- B. Resolve any performance tuning issues that are not caused by the State's hardware or network.
- C. Continue to provide the support and services necessary to ensure the continuing and successful operation of the installed system, in accordance with the performance requirements specified in the Contract.
- D. Continue to follow all protocols and procedures established and used during project implementation (e.g., version control processes, testing procedures, issue resolution, etc.).

## **9. CONFLICTS OF INTERESTS**

A. Purpose:

The purpose of this provision is to ensure that the Contractor (1) is not biased, or in any way appears to be biased, in the performance of its duties under the Contract due to any financial, contractual, organizational, or other interests or relationships relating to the nature of the work it is performing under the Contract, (2) does not receive any improper gain or financial or



other benefits as a result of performing the work required by the Contract, and (3) does not obtain any unfair competitive advantage over other parties by virtue of its performance of the Contract.

**B. Conflicts of Interest:**

Contractor represents, warrants, and covenants to HCD as follows:

1. **No Current or Prior Conflicts of Interest.** Contractor has no business, professional, personal, or other interests or relationships, including but not limited to, the representation of current or prior clients, that would conflict in any manner or degree with the performance of Contractor's obligations under the Contract.
2. **Prohibition on Conflicts.** Neither the Contractor, nor its staff or agents, will engage in conduct that would constitute a conflict of interest, whether actual, potential, or perceived, during the term of the Contract.
3. **Notice of Conflict.** If any actual or potential conflict of interest arises under the Contract, Contractor shall immediately inform HCD in writing of such conflict and HCD shall be entitled to exercise its rights and remedies under subsection (d) below.
4. **Termination for Material Conflict.** If in the sole and absolute discretion of HCD a material conflict of interest exists that in HCD's opinion would negatively impact or call into question the performance of Contractor's duties under the Contract, or that would give rise to the appearance of a material conflict of interest on the part of Contractor, HCD may elect to terminate the Contract upon written notice to Contractor. Such termination shall be effective upon the receipt of such notice by Contractor.
5. **Conflict of Interest of Certain Federal Officials.** No member of or delegate to the Congress of the United States, and no resident commissioner, shall be admitted to any share or part of the Contract or to any benefit to arise from the same. The Contractor shall report all perceived or actual conflicts of interest cases to HCD for review before financial benefits are given.

**10. INSURANCE REQUIREMENTS**

The Contractor shall not commence performance, onsite at any HCD property, under the Contract until the Contractor has provided HCD with satisfactory certificates of insurance stating that the following insurances are presently in effect, which shall be subject to the general terms and conditions set forth below:

**A. Commercial General Liability:**

Contractor shall maintain general liability with limits of not less than \$1,000,000 per occurrence, \$3,000,000 aggregate, for bodily injury and property damage liability combined. The policy shall include coverage for liabilities arising out of premises, operations,

independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the contractor's limit of liability. The policy must include the State of California, HCD, their officers, agents, employees and servants as additional insureds, but only insofar as the operations under the Contract are concerned.

B. Automobile Liability:

By signing the Contract, 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 of such insurance at any time.

C. Workers' Compensation:

Contractor shall maintain statutory workers' compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Contract, including special coverage extensions where applicable. Employer's liability limits of \$1,000,000 shall be required.

D. Crime Coverage:

Contractor shall maintain employee dishonesty and theft, computer fraud/crime coverage, forgery or alteration, fraudulent funds transfer, and when applicable, inside/outside money and securities coverage, including third party losses, for State-owned property in the care, custody and/or control of the Contractor. Coverage limits shall not be less than \$ 1 million. A Clients' Property endorsement as broad as CR 04 01 08 13 must be endorsed to this policy and notated on the certificate of insurance. The policy shall include the State of California as loss payee.

E. Technology Professional Liability / Errors and Omissions Insurance:

Contractor shall maintain technology professional liability / errors and omissions insurance appropriate to the Contractor's profession and work hereunder, with limits not less than \$10 million per occurrence. Coverage shall be sufficiently broad to respond to the duties and obligations undertaken by the Contractor in the Contract and shall include, but not be limited to, claims involving infringement of intellectual property, copyright, trademark, invasion of privacy violations, data breach information theft, release of private information, extortion, and network security. The policy shall provide coverage for breach response costs, regulatory fines and penalties, and credit monitoring expenses, with limits sufficient to satisfy all such obligations.

- a) The Policy shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the State in the care, custody, or control of the Contractor. If not covered

under the Contractor's liability policy, such "property" coverage of the State may be endorsed onto the Contractor's Cyber Liability Policy as covered property as follows:

- b) Cyber Liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, theft of, or destruction of electronic data and/or information of the State and all users of the system, together with the cost of any damaged property or equipment of the State or other users of the system.
- c) The Contractor must provide the following if policies provide claims-made coverage:
  - i. The Retroactive Date must be shown and must be before the date of the Contract or the beginning of contract work.
  - ii. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the Contract.
  - iii. 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.

F. General Provisions Applicable to All Policies:

1. Policy Term: Coverage must be in force prior to the commencement of any work and continue for the entire term of the Contract, as may be extended from time to time. If any insurance is due to expire during the term of the Contract, a new certificate must be received by the State at least ten (10) days prior to the actual expiration of such insurance. Any new insurance must still comply with the original terms of the Contract.
2. Policy Cancellation or Termination & Notice of Non-Renewal: Contractor must notify the State no less than fifteen (15) business days before the effective date of any cancellation, non-renewal, or material change that affects any insurance required hereunder. In the event Contractor fails to maintain the specified insurance coverages as required, the State may, in addition to any other remedies it may have, terminate the Contract upon the occurrence of such event, subject to the provisions of the Contract.
3. Deductibles: The Contractor is responsible for any deductibles or self-insured retentions contained within their insurance program.
4. Primary Clause: Any required insurance contained in the Contract shall be primary, and not excess or contributory, to any other insurance carried by the State.
5. Insurance Carrier Required Rating: All insurance companies must carry a rating acceptable to State of California, Department of General Services, Office of Risk and Insurance Management. If the Contractor is self-insured for a portion or all of its

insurance, review of financial information including a letter of credit acceptable to the State in its sole discretion may be required.

6. 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.
7. Inadequate Insurance. Inadequate or lack of insurance does not negate the Contractor's obligations under the Contract. The limits of the insurances required hereunder shall not constitute or be deemed a limitation of any kind on the liability of the Contractor hereunder.
8. Self-Insured Retentions: All insurance required by the Contract must allow the State to pay and/or act as the Contractor's agent in satisfying any self-insured retention (SIR). The choice to pay and/or act as the Contractor's agent in satisfying any SIR is at the State's discretion.
9. Available Coverages/Limits: All coverage and limits available to the Contractor shall also be available and applicable to the State.
10. Subcontractors: In the case of the Contractor's utilization of subcontractors to complete any portion of the contracted scope of work, Contractor shall include all subcontractors as insureds under Contractor's insurance policies or supply satisfactory evidence of insurance to the State equal to the policies, coverages and limits required of Contractor.

#### **11.0 REQUIRED DUN AND BRADSTREET DUNS NUMBER**

Prior to executing the Contract, Contractor shall provide HCD Contract Manager with the current DUNS number for their company and any subcontractors. HUD requires all grantees, subgrantees and contractors to provide DUNS numbers to their agency.

#### **12.0 DEBARMENT AND SUSPENSION**

Per Executive Orders 12549 and 12689 and 2 CFR 180.220, a contract award must not be made to parties listed on the government wide exclusion System for Award Management (SAM). Prior to award of any contracts or subcontracts under the Contract, all contractors and subcontractors will have their debarred status checked on the government-wide exclusions in the SAM.

#### **13.0 REQUIRED FEDERAL LANGUAGE FROM 2 CFR PART 200 APPENDIX II**

HCD is required to have the following language in all CDBG Agreements. HCD is also requiring all grantees and subgrantees who are using CDBG funding to have this language in their agreements.

- A. Remedies: Contracts for more than the simplified acquisition threshold (currently \$150,000) must address administrative, contractual, or legal remedies in instances where contractors

violate or breach contract terms and provide for such sanction and penalties as appropriate. See for performance requirements (Exhibit Q | CDBG-CDBG-DR Requirements), milestones (Exhibit D - Deliverables Table) and penalties language (Appendix B Legal Provisions and Other Requirements).

- B. Suspension or Termination for Cause and Convenience: See Cloud Computing SaaS General Provisions, Sections 15, 16, 17 and 36 for Suspension of Work and Termination provisions.
- C. Non-Discrimination Language (41 CFR Part 60-1.4(b)): Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).
- D. Byrd Anti-Lobbying Amendment: Per the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) -- All contractors that apply or bid for an award exceeding \$100,000 must file the required certification. The contractor must certify that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other contract award covered by the above referenced Amendment. The contractor must also disclose any lobbying with non-Federal fund that take place in connection with obtaining any Federal award.
- E. Procurement of Recovered Materials: A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- F. Rights to Inventions Made Under a Contract or Agreement: If a Federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of recipient or subrecipient must comply with requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements, " and any implementing regulation issued by the awarding agency.

#### **14. COMPLIANCE WITH STATE AND FEDERAL LAWS AND REGULATIONS**

The Contractor is responsible for compliance with all applicable federal and state laws, Executive Orders, rules, guidelines, and regulations of the CDBG program, including without limitation, 2 CFR Part 200 and all applicable HUD rules and regulations, including Sections 504 and 508 of the Rehabilitation Act of 1973. Contractor shall certify that the System will comply with Sections 504 and 508 of the Rehabilitation Act of 1973, as part of the Standard Agreement, in a form acceptable to HCD.

The Contractor agrees to comply, and shall ensure that all of its subcontractors comply, with all state and local laws, rules, and regulations that pertain to health and safety, labor, fair employment practices, equal opportunity, and all other matters applicable to the Contractor, its subcontractors.

#### **15. TERMINATION FOR NON-APPROPRIATION OF FEDERAL FUNDS**

Pursuant to paragraph 15 of the Cloud Computing SaaS General Provisions, the State's obligations under the Contract are contingent upon a continued appropriation of funds by the Legislature. To the extent that the Contract may also be funded in part by funds from HUD, then the State's obligations are also contingent upon the continued appropriation of funds by HUD.

#### **16. ACCESS TO RECORDS AND RECORD RETENTION**

The Contractor shall provide access to HCD and any other state agency, HUD, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transcriptions.

All records must be retained by the Contractor for no less than three (3) years after receiving final payment from HCD and all other pending matters are closed.

#### **17.0 ADMINISTRATIVE AND NATIONAL POLICY REQUIREMENTS**

Certain Administrative and National Policy Requirements apply to all HUD programs. These requirements may be found on HUD's website. Any party involved in the project, whether directly or indirectly, must agree to provide any information HCD requires in order to meet the aforementioned requirements.

#### **18.0 DARFUR CONTRACTING ACT OF 2008**

Signature on the cover letter with submission of response acknowledges acceptance and compliance with California Public Contract Code (PCC) Sections 10475-10481 which applies to any company that currently or within the previous 3 years has had business activities or other operations outside of the United States. For such a company to bid on or submit a proposal for a State of California contract, the company must certify that it is either (a) not a scrutinized company; or (b) a scrutinized company that has been granted permission by DGS to submit a proposal. A scrutinized company is a company doing business in Sudan as defined in PCC section 10476. Scrutinized companies are ineligible to, and cannot, bid on or submit a proposal for a contract with

a State agency for goods or services, unless written permission from the Director of DGS to bid on this procurement has been granted.

## **19.0 IRAN CONTRACTING ACT OF 2010**

Division 2, Part 1, Chapter 2.7 of the PCC is the Iran Contracting Act of 2010 (Act). The Act provides that no individual, bidder, or contractor shall submit a proposal for a contract, or enter into or renew a contract, with a public entity for goods or services valued at \$1,000,000 or more if that individual, bidder, or contractor engages in investment activities of \$20,000,000 or more as described in PCC section 2202.5 pursuant to the provisions of the Act.

The Act requires bidders to certify at the time the proposal is submitted or the contract is renewed, that it is not identified on a list created pursuant to subdivision (b) of PCC section 2203 as a person or entity engaging in investment activities in Iran described in subdivision (a) of PCC section 2202.5, or as a person or entity described in subdivision (b) of PCC section 2202.5, as applicable. For additional information regarding the Iran Contracting Act of 2010, see Invitation to Negotiate (ITN) Solicitation and ITN Requirements.

## **20. LIQUIDATED DAMAGES**

Contractor is advised that the State may require Contractor to agree to a liquidated damages provision in the final Contract. These liquidated damages provision will apply to specific, limited types of defaults by Contractor under the Contract.

## **21.0 ATTORNEYS' FEES**

The prevailing party in any suit or action to enforce the Agreement shall be entitled to recover from the other party its reasonable attorneys' fees and costs, as determined by the court.

## **22.0 AMENDMENTS**

Amendments to the Contract are permitted and shall follow the rules and guidelines outlined in the State Contracting Manual (SCM) Vol. 3 and comply with the requirements of Section 25 of the SaaS General Provisions. Such amendments may address the following items, among other things:

- A. The time for performance of the tasks and items within the budget may be changed with prior written approval of the Contract Manager and documented in an amendment.
- B. An amendment may add funds to the contract price and/or extend the term of the Contract for an additional time period.
- C. An amendment may increase the quantities of products or services, which shall be provided at the same rates as identified in this Exhibit ~~F~~ **F** Cost Workbook.
- D. An amendment is required to change the Contractor's name as listed on the Contract. Upon receipt of acceptable legal documentation of the name change, the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

## 23. AWARD PROTESTS

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

## 24. BUDGET DETAIL AND PAYMENT PROVISIONS

### a. Agreement Amount

The total amount of this Agreement shall not exceed ~~\$943,964.80~~

### b. Invoicing and Payment

For services satisfactorily rendered, and upon receipt and approval of the invoices, HCD agrees to compensate the Contractor the invoiced amount.

Invoices must include this Agreement number and a Purchase Order number. The Purchase Order number will be provided at a later time by the Contract Manager. Handwritten Agreement number is not acceptable.

Invoices shall be submitted in triplicate, not more frequently than monthly, in arrears, to:

Department of Housing & Community Development  
Accounting Office  
2020 West El Camino Avenue, Suite 130  
Sacramento, CA 95833

### b. Budget Contingency Clause

It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the contract, this Agreement shall be of no further force and effect. In this event, HCD shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this contract, HCD shall have the option to either cancel this Agreement with no liability occurring to HCD or offer an agreement amendment to Contractor to reflect the reduced amount.

#### 1) ~~Overpayments to Contractor~~

~~Contractor shall promptly refund to the State the full amount of any erroneous payments, incorrect payments, or overpayments upon the determination by Contractor of the existence of such payments, or upon receipt of written Notice from the State Project Manager or designee, which Notice shall set forth in reasonable detail the basis for the State's determination of the erroneous payments, incorrect payments, or overpayments.~~

#### 2) ~~Advanced Payments Prohibited~~

~~No payment in advance of or in anticipation of Payment Milestones, Services, or Deliverables to be supplied under this Contract shall be provided by the State.~~



~~c. **Prompt Payment Clause**~~

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

**24. BUDGET DETAIL AND PAYMENT PROVISIONS**

**A. Agreement Amount**

The total amount of this Agreement shall not exceed \$1,500,684.80.

**B. Invoicing and Payment**

- 1) Contractor shall invoice on a deliverable basis, with the total of all invoices not to exceed the amounts shown above.
- 2) Contractor shall submit invoices in arrears either on a monthly or quarterly interval.
- 3) For services satisfactorily rendered, and upon receipt and approval of the invoices, HCD agrees to compensate the Contractor the invoiced amount.
- 4) Invoices must include this Agreement number and a Purchase Order number. The Purchase Order number will be provided, at a later time, by the Contract Manager. A handwritten Agreement number is not acceptable.
- 5) Invoices Submission for Contracts Managed Through Grants Network:
- 6) The vendor must set up an account in the Grants Network system at [www.gn.ecivis.com](http://www.gn.ecivis.com). The program link will be provided after contract execution.
  - a) Invoices shall be submitted through the vendor's Grant Network account and will include all supporting documentation as an upload in the Financial Report (reimbursement request).
  - b) Supporting documentation must include:
    - Invoice summary which include:
    - Performance period,
    - Contract number,

- Purchase Order number,
  - Names of worker's being included in the invoice and broken out by task line item. The total hours, by task, must be clear and,
  - The total amount being invoiced.
- c) Official timesheets for every person (Contractor's and Subcontractor's staff) included on the invoice. The timesheet must clearly show the worker's name and hours worked for each day.
- d) A clear crosswalk of deliverables/accomplishments for which time is being billed, with a narrative explaining what work was being done during the time being billed. Generally, this is shown as a grid with column headings such as: Date, Task, Employee, Description of Services and Hours.
- e) The timesheets and the crosswalk must match staff, tasks, hours, costs and performance period being billed.

### **3. Budget Contingency Clause**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the contract, this Agreement shall be of no further force and effect. In this event, HCD shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this contract, HCD shall have the option to either cancel this Agreement with no liability occurring to HCD or offer an agreement amendment to Contractor to reflect the reduced amount.

### **4. Prompt Payment Clause**

Payment will be made in accordance with Chapter 4.5 (commencing with Section 927) of Part 3 of Division 3.6 of Title 1 of the Government Code.

**Exhibit D - Deliverables Owner Occupied Reconstruction (OOR) Project Deliverables and Specifications  
Amendment 2, Dated: January 15, 2021**

Deliverable #	Deliverable Name	Deliverable Specifications	2018 OOR Modifications	Dollar Value
<b>1.0 Analysis Milestones</b>				
1.1	Kickoff Meeting	Kickoff Agenda (within 2 weeks of contract execution). <del>The following contractor staff will be required to be on site for the duration of this phase: Executive Sponsor and Project Manager.</del>	Required	<b>\$2,500</b>
1.2	Project Implementation Plan (PIP)	Found in Section 11.0 of the SOW (within 4 weeks of contract execution). Req. # 39	Not required	
	Decision Log	Included in the PIP.	Not required	
	Change Control Log	Included in the PIP.	Not required	
	Change Control Plan	Included in the PIP.	Not required	
	Defects, Risks, and Issues Log	Included in the PIP.	Not required	
	Project Schedule	Included in the PIP.	Required	<b>\$2,500</b>
	Communication Plan	Included in the PIP.	Not required	
1.3	Validated Requirements Report	Validate understanding of requirements found in Section 14.0 subsection 3 of the SOW. Key contractor staffing will be required to be on site for the duration of this phase. The following contractor staff will be required to be on site for the duration of this phase: Project Manager, OOR SME's, Lead Tester. Req. #7, 8 and 10.	Not required	

1.4	Gap Analysis Results	Identify gaps between requirements and out of the box functionality found in Section 14.0 subsection 3 of the SOW. Req. #7, 8 and 10	Not required	
<b>2.0 Project Design and Configuration Milestones</b>				
2.1	Configuration Plan (Final Needs-Based Design Plan)	Identifies the process and schedule by which the gaps identified in the Gap Analysis will be configured in the system, as found in Section 14.0 subsection 3 of the SOW. Req.#,6, 7, 8, 10, 36, 38, 53, 54, 57, 59, 61-69, 71 and 72.	Not required	
2.2	Data Dictionary	The contractor will provide data mapping, a data dictionary, and a governance structure to facilitate HCD data retrieval (this will be an on-going deliverable throughout the life of the contract). See section 14.0 subsection 3.a of the SOW. There will be some on site work.	Not required	
2.3	Interface Design Plan - Flat File Transfer	Approach to effectively develop system interface capabilities with the new Grants Management System and DRGR using flat file transfer. Req.#3, 34, and 40.	Not required	

Deliverable #	Deliverable Name	Deliverable Specifications	2018 OOR Modifications	Dollar Value
2.3.1	Interface Design Plan - API	Approach to effectively develop system interface capabilities with the new Grants Management System and DRGR using a direct API.	Not required	
2.3.2	Interface Design Plan – API (Fi\$Cal)	Approach to effectively develop system interface capabilities with Fi\$Cal using a direct API.	Not required	
2.4	Portal design & implementation	The end user internet portal for RecoverCa.org will be designed with HCD's Communication team and implemented. The portal must be ADA compliant. There will be some on site work. Req. #13, 14, and 63.	Not required	

Deliverable #	Deliverable Name	Deliverable Specifications	2018 OOR Modifications	Dollar Value
			<p>Many of the deliverables of this amendment will leverage existing deliverables of 2017 OOR already in use and accepted by HCD. Leveraged deliverables will be indicated below as 'Not Required'. All required deliverables will be required to be accepted by HCD prior to acceptance of the 5.6 Full System acceptance deliverable.</p>	
<b>3.0 System Test Milestones</b>				
3.1	Quality Assurance Plan (QAP)	Found in Section 14.4 of the SOW. Req. #2, 5, 9, 11, 12, 15-19, 21-29, 33, 41-47, 48, 50-52, 58, 60, 69, and 70	Not required	
	System Test Plan		Not required	
	Test Scripts		Not required	
	Requirements Traceability Matrix (RTM)	Must trace all requirements in Exhibit E.	Not required	
3.2	Test Environment Established	Found in Section 23.0 of the SOW	Required	\$10,000
3.3	Test Results	Found in Section 23.0 of the SOW	Required	\$8,000
3.4	User Acceptance Testing Completion Report	Report of all user acceptance test results and documentation that issues identified during user acceptance testing have been resolved. Found in Section 23.0 & 23.1 of the SOW. The Contractor must conduct user acceptance testing sessions on-site.	Required	\$5,000
<b>4.0 Training Milestones</b>				
4.1	Training Plan	Train users based upon roles. Training done on site. Found in Section 26.0 of the SOW	Not required	
	3 System Admins		Not required	
	5 Super Users		Not required	
	HCD End User Training Sessions (up to		Not required	
	Training Webinars/Videos for External users / applicants (2)		Not required	
	Training Schedule		Not required	
4.2	Training Evaluation and Attendance Report	Should document training effectiveness and attendance by end users	Not required	

4.3	Training Materials and User Manual	Materials and methods to be identified and specified in the Training Plan.	Not required	
<b>5.0 System Implementation Milestones</b>				
5.1	System Disaster Recovery Plan	Found in Section 19.0 of the SOW. Req. # 46 and 73	Not required	
5.2	Completed RTM	Contractor shall provide an RTM (Requirements Traceability Matrix) with all requirements (regardless of completion status) included in this SOW traced to successfully executed test scripts.	Not required	
5.3	Final Readiness Assessment	Document criteria showing that system is ready to go-live and identifies any outstanding risks and potential mitigations	Required	<b>\$10,000</b>
5.4	Rollout Survey	Production Go-Live of Survey. Survey must be ADA compliant.	Required	<b>\$25,200</b>
5.5	Rollout to Production Environment	Production Go-Live for remaining system	Required	<b>\$125,000</b>

Deliverable #	Deliverable Name	Deliverable Specifications	2018 OOR Modifications	Dollar Value
			Many of the deliverables of this amendment will leverage existing deliverables of 2017 OOR already in use and accepted by HCD. Leveraged deliverables will be indicated below as 'Not Required'. All required deliverables will be required to be accepted by HCD prior to acceptance of the 5.6 Full System acceptance deliverable.	
5.6	Full System Acceptance	Found in Section 23.2 of the SOW.	Required	\$25,000
<b>6.0 Closeout Milestones</b>				
6.1	Project Closeout Checklist	Includes documentation checklist and clearly identifies that all project milestones and requirements have been met.	Required	\$5,000
6.2	Training	This includes any yet to be completed training pursuant to the HCD approved training plan from section 4.0 above. Any changes to the system since the approval of the initial training plan needs to be included in the final training plan.	Not required	
6.3	Final RTM	Contractor shall provide a final RTM with all completed requirements included in this SOW traced to successfully executed test scripts.	Not required	
6.4	Final Project Summary Report	Summary of project changes, changes to milestones and requirements, and any future to-be met requirements.	Required	\$5,000
6.5	Maintenance and Operations Plan	Found in Section 27.0, 27.1 and 29.0 of the SOW. The Plan should include roles and responsibilities for the contractor and HCD.	Not required	
6.6	Data Dictionary	The contractor will provide an updated data mapping and a data dictionary to facilitate HCD data retrieval (this will be an on-going deliverable throughout the life of the contract - see M&O Plan in Section 27.1 of the SOW).	Not required	

**\$223,200**



Number	Mandatory Requirements - Amendment 2 Dated: January 15, 2021	Traceability		2018 OOR Modifications
		Exhibit D Deliverables	SOW	
1	The System shall provide scalable data storage.	3.1	8.0 pg 3	No Change
2	The System shall provide real-time access to data.	3.1	17.0 pg 13	No Change
3	The System shall import and export data files in a non-proprietary industry standard format such as ASCII, CSV, XML, or JSON.	2.3	8.1, pg 3	No Change
4	The System shall provide and accept legally binding electronic signature.	n/a	n/a	No Change
5	This requirement was removed for Amendment # 1.			No Change
6	The System must implement configurable designated hard stops on actions such as reimbursement, submitting incomplete information, or making unauthorized changes to System data.	2.1	n/a	No Change
7	This requirement was removed for Amendment # 1.			No Change
8	This requirement was removed for Amendment # 1.			No Change
9	This requirement was removed for Amendment # 1.			No Change
10	This requirement was removed for Amendment # 1.			No Change
11	This requirement was removed for Amendment # 1.			No Change
12	This requirement was removed for Amendment # 1.			No Change
13	The System should allow staff to develop and administer a participant survey, quantify, rank/tier survey responses.	2.4	8.0 pg3; attachment 4	No Change
14	The System shall allow staff to invite survey respondents to submit a full application, keep running balances on total applications received in each rank/tier, and waitlist any overflow of applicants.	2.4	8.0 pg 3	No Change
15	The System shall communicate application and project management status to sub applicant/subgrantee through project lifecycle.	3.1	8.0 pg 3	No Change
16	The System shall allow users to enter activity status reports and progress into the System.	3.1	8.0 pg 3	No Change
17	The System shall have assignable Workflow Management.	3.1	8.0 pg 3	No Change
18	The System shall link Encumbrances and Disencumbrances to the parent Service Location (aka HUD grant year) and to HCD's financial tracking for grant awards.	3.1	8.0 pg 3	No Change
19	The System shall be able to track funds to the Department's grant management system through direct connection or, at a minimum, flat file transfer. The data shared with the grant management system must include, but is not limited to, accomplishment and demographic data aggregation, national objective completions, and reconcilable reports for Accounts Payable, including but not limited to State Operations and Local Assistance and repayments to HUD.	3.1	8.0 pg 3	No Change
20	The System shall reconcile the award(s) for a real-time balance after an encumbrance and/or disencumbrance.	3.1	8.0 pg 3	No Change
21	The System shall allow users to receipt, track, and reconcile other designated funds.	3.1	8.0 pg 3	No Change
22	The System shall have the ability to post, track, and reconcile real property inventory	3.1	8.0 pg 3	No Change
23	The System shall produce financial reports.	3.1	8.0 pg 3	No Change
24	The System shall allow users to retrieve and re-use application and project information for various fields from one stage to the next (e.g., application to work plan) or from one application period to the next.	3.1	8.0 pg 3	No Change
25	The System shall allow users to customize look/feel of forms to match look/feel of HCD branding.	3.1	8.0 pg 3	No Change
26	The System shall link activities together, to the grant, to the applicable grant agreement, to current and past projects, and to relationships on current and past projects.	3.1	8.1 pg 3&4	No Change
27	The System shall allow users to enter or update project accomplishments and metrics.	3.1	18.0 pg 13	No Change

Number	Mandatory Requirements - Amendment 2 Dated: January 15, 2021	Traceability		2018 OOR Modifications
		Exhibit D Deliverables	SOW	
28	The System shall be fully compliant with the security standards set in the California State Administration Manual section 5300, the California Privacy Act, National Institute of Standards and Technology, and Personally Identifiable Information (PII) privacy protocols.	3.1	8.0 pg 3	No Change
29	The System shall notify users on the landing page if the system is down.	2.4	n/a	No Change
30	This requirement was removed for Amendment # 1.			No Change
31	This requirement was removed for Amendment # 1.			No Change
32	The System shall allow interface or flat file transfer with other current and future state information systems.	3.1	20.1, pg 14	No Change
33	The System shall have the capability to integrate with GIS.	2.3	20.1, pg 14	No Change
34	The System shall be hosted on the cloud.	n/a	9.0 pg 4; 20.0 p 14	No Change
35	The System shall allow documents to be uploaded and stored.	2.1	8.0 pg 3	No Change
36	The System shall have an external portal for applicants, subgrantees, subrecipients, and contractors.	2.4	3.0 pg 1	No Change
37	This requirement was removed for Amendment # 1.			No Change
38	This requirement was removed for Amendment # 1.			No Change
39	This requirement was removed for Amendment # 1.			No Change
40	The System shall allow users to copy text from other documents (e.g., Word, Excel) and paste into online forms.	3.1	8.0 pg 3	No Change
41	This requirement was removed for Amendment # 1.			No Change
42	This requirement was removed for Amendment # 1.			No Change
43	This requirement was removed for Amendment # 1.			No Change
44	This requirement was removed for Amendment # 1.			No Change
45	The System shall have back-up and restore capabilities.	5.1	19.0, pg 14	No Change
46	The System shall identify possible duplicate records and perform error checking.	3.1	8.0 pg 3	No Change
47	The System shall allow hyperlinks in notifications.	3.1	8.0 pg 3	No Change
48	The System shall allow administrators to disable automatic email notifications at the event level.	n/a	n/a	No Change
49	The System shall have the capability to configure actions and timeframes for sending system generated notifications.	3.1	8.0 pg 3	No Change
50	This requirement was removed for Amendment # 1.			No Change
51	This requirement was removed for Amendment # 1.			No Change
52	This requirement was removed for Amendment # 1.			No Change
53	The System shall include mechanisms to prevent Internet bots from creating fake accounts and accessing the System.	2.1	18.0, pg 13	No Change
54	The System shall require users to access the system through use of a login and password and shall include Multi-Factor Authentication (MFA) for external system users in the implementation.	n/a	n/a	No Change
55	The System shall use secure LDAP Active Directory security for internal HCD system users.	n/a	n/a	No Change
56	The System shall allow HCD administrators to establish, activate, modify, transfer, disable and remove access accounts.	2.1, 4.1	26.0, pg18	No Change

Number	Mandatory Requirements - Amendment 2 Dated: January 15, 2021	Traceability		2018 OOR Modifications
		Exhibit D Deliverables	SOW	
57	The System shall encrypt all Personally Identifying Information (PII) data in the database.	3.1	8.0 pg 3	No Change
58	The System shall encrypt all data while in transit.	2.1	20.1 pg14	No Change
59	The System shall create reportable audit trails.	3.1	8 & 8.1, 20.2	No Change
60	The System shall provide role-based security and allow for identification of multiple roles including external users, internal HCD users, HCD power-users, and HCD administrators.	2.1, 4.1	26.0, pg18	No Change
61	The System shall allow HCD administrators to create, assign, and update user roles and privileges.	2.1, 4.1	26.0, pg18	No Change
62	The System shall be available via secure access.	2.1, 4.1	18.0, pg 13	No Change
63	The System shall allow for password self-service reset (i.e., after lockout) for external users, after authentication of user by challenge response processes or equivalent.	2.1	n/a	No Change
64	The System shall enforce password security.	2.1	n/a	No Change
65	The System shall provide the capability to configure multi-level approval workflows based on defined roles, activities and sequence of activities.	2.1, 4.1	26.0, pg18	No Change
66	This requirement was removed for Amendment # 1.			No Change
67	The System shall prevent any modifications to an applicant submission unless allowed by an authorized user.	2.1, 4.1	26.0, pg18	No Change
68	This requirement was removed for Amendment # 1.			No Change
69	The system shall manage direct assistance funds.	2.1	8.0 pg 3	No Change
70	This requirement was removed for Amendment # 1.			No Change
71	This requirement was removed for Amendment # 1.			No Change
72	This requirement was removed for Amendment # 1.			No Change
73	This requirement was removed for Amendment # 1.			No Change

Department of Housing and Community Development (HCD)  
 EXHIBIT F

**Table R.1.1: Summary of Cost Worksheets**

<b>Base Contract Period (Three Years) Costs</b>	
Cost Worksheet #2, Table R.2.1 - One time Implementation Task and Deliverable	\$480,000
	<b>\$703,200</b>
Cost Worksheet #3 Table R.3.1 - Maintenance and Operations	\$180,000
	<b>\$295,000</b>
Cost Worksheet #4 Table R.4.1 - SAAS License Base Contract	\$200,000
	<b>\$400,000</b>
Cost Worksheet #5, Table R.5.2 - Unanticipated Tasks Budget	\$48,000
	<b>\$66,520</b>
Cost Worksheet # 6, Table R.6.0 - Base Contract Accepted Mandatory Optional	\$35,964
Base Contract Period (Three Years) Costs Total:	\$1,420,000
	<b>\$1,500,684</b>

**Potential Mandatory Optional Requirement Costs - By Contract Amendment**

Cost Worksheet #7, Table R.7.1 - Mandatory Optional Requirements Total	<b>\$31,342.00</b>
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**Optional Extension Years (Six Years) Costs**

Cost Worksheet #3, Table R.3.2 - Optional Extensions - Maintenance and Operations	\$432,000
	<b>\$792,000</b>
Cost Worksheet #4, Table R.4.1 - SAAS License Evaluation	\$
Optional Extension Years (Six Years) Costs Total:	<b>\$432,000</b>
	<b>\$792,000</b>

**Unanticipated Task Hourly Rates**

Cost Worksheet #5, Table R.5.1 - Hourly Labor Rate Evaluation Total	\$39,000
	<b>\$66,520</b>

Department of Housing and Community Development (HCD)  
 EXHIBIT F

<b>Cost Worksheet # 2 - Mandatory Implementation Tasks and Deliverables</b>				
Cost Table R.2.1 identifies the Bidder's cost for each deliverable.				
<b>Table R.2.1:</b>		<b>Mandatory</b>		
		<b>Original Base Contract</b>	<b>2018 OOR Deliverables</b>	<b>Total Deliverables</b>
<b>(A) #</b>	<b>(B) Project Tasks and Deliverables Names</b>	<b>(C) Deliverable Cost</b>	<b>(D) Deliverable Cost</b>	<b>(D) Deliverable Cost</b>
<b>Task 1.0 Analysis Deliverables</b>				
1.1	Kickoff Meeting	\$ 6,870.19	\$ 2,500.00	\$ 9,370.19
1.2	Project Implementation Plan (PIP)	\$ 3,435.09	\$ 2,500.00	\$ 5,935.09
	<i>Decision Log</i>	\$ 753.21	\$ -	\$ 753.21
	<i>Change Control Log</i>	\$ 536.38	\$ -	\$ 536.38
	<i>Change Control Plan</i>	\$ 536.38	\$ -	\$ 536.38
	<i>Defects, Risks, and Issues Log</i>	\$ 536.38	\$ -	\$ 536.38
	<i>Project Schedule</i>	\$ 536.38	\$ 2,500.00	\$ 3,036.38
	<i>Communication Plan</i>	\$ 536.38	\$ -	\$ 536.38
1.3	Validated Requirements Report	\$ 6,847.36	\$ -	\$ 6,847.36
1.4	Gap Analysis Results	\$ 6,847.36	\$ -	\$ 6,847.36
<b>Task 1.0 - Sub-Total:</b>		<b>\$ 24,000.00</b>	<b>\$ 5,000.00</b>	<b>\$ 9,000.00</b>
<b>Task 2.0 - Project Design and Configuration Deliverables</b>		<b>Original Base Contract</b>	<b>2018 OOR Deliverables</b>	<b>Total Deliverables</b>
2.1	Configuration Plan	\$ 4,021.62	\$ -	\$ 4,021.62
2.2	Data Dictionary	\$ 4,756.76	\$ -	\$ 4,756.76
2.3	Interface Design Plan-Flat File Transfer	\$ 3,200.00	\$ -	\$ 3,200.00
2.4	Portal design & Implementation	\$ 12,021.62	\$ -	\$ 12,021.62
<b>Task 2.0 - Sub-Total:</b>		<b>\$ 24,000.00</b>	<b>\$ -</b>	<b>\$ 24,000.00</b>

Task 3.0 - System Test Deliverables		Original Base Contract	2018 OOR Deliverables	Total Deliverables
3.1	Quality Assurance Plan (QAP)	\$ 41,851.17	\$ -	\$ 41,851.17
	System Test Plan	\$ 18,078.91	\$ -	\$ 18,078.91
	Test Scripts	\$ 11,186.95	\$ -	\$ 11,186.95
	Requirements Traceability Matrix (RTM)	\$ 12,585.32	\$ -	\$ 12,585.32
3.2	Test Environment Established	\$ 20,975.53	\$ 10,000.00	\$ 30,975.53
3.3	Test Results	\$ 44,548.03	\$ 8,000.00	\$ 52,548.03
3.4	User Acceptance Testing Completion Report	\$ 12,625.27	\$ 5,000.00	\$ 17,625.27
<b>Task 3.0 - Sub-Total:</b>		<b>\$ 120,000.00</b>	<b>\$ 23,000.00</b>	<b>\$ 143,000.00</b>
Task 4.0 – Training Deliverables		Original Base Contract	2018 OOR Deliverables	Total Deliverables
4.1	Training Plan	\$ 50,264.12	\$ -	\$ 50,264.12
	3 System Admins	\$ 6,609.12	\$ -	\$ 6,609.12
	5 Super Users	\$ 8,522.29	\$ -	\$ 8,522.29
	HCD Staff Training Sessions (up to 15 Staff)	\$ 13,566.09	\$ -	\$ 13,566.09
	Training Webinars/Videos for External users / applicants (2)	\$ 20,175.22	\$ -	\$ 20,175.22
	Training Schedule	\$ 1,391.39	\$ -	\$ 1,391.39
4.2	Training Evaluation and Attendance Report	\$ 4,035.04	\$ -	\$ 4,035.04
4.3	Training Materials and User Manual	\$ 17,700.84	\$ -	\$ 17,700.84
<b>Task 4.0 – Sub-Total:</b>		<b>\$ 72,000.00</b>	<b>\$ -</b>	<b>\$ 72,000.00</b>

Task 5 .0 – System Implementation Deliverables		Original Base Contract	2018 OOR Deliverables	2018 OOR Deliverables
5.1	System Disaster Recovery Plan	\$ 10,733.89		\$ 10,733.89
5.2	Completed RTM	\$ 5,893.76	\$	\$ 5,893.76
5.3	Final Readiness Assessment	\$ 7,375.43	\$ 10,000.00	\$ 17,375.43
5.4	Rollout Survey	\$ 13,104.57	\$ 25,200.00	\$ 38,304.57
5.5	Rollout to Production Environment	\$ 114,064.05	\$ 125,000.00	\$ 239,064.05
5.6	Full System Acceptance	\$ 40,828.30	\$ 25,000.00	\$ 65,828.30
<b>Task 5 - Sub-Total:</b>		<b>\$ 192,000.00</b>	<b>\$ 185,200.00</b>	<b>\$ 377,200.00</b>
Task 6 .0– Closeout Deliverables		Original Base Contract	2018 OOR Deliverables	2018 OOR Deliverables
6.1	Project Closeout Checklist	\$ 2,683.47	\$ 5,000.00	\$ 7,683.47
6.2	Training	\$ 1,473.44		\$ 1,473.44
6.3	Final RTM	\$ 1,843.86		\$ 1,843.86
6.4	Final Project Summary Report	\$ 3,276.14	\$ 5,000.00	\$ 8,276.14
6.5	Maintenance and Operations Plan	\$ 28,516.01		\$ 28,516.01
6.6	Data Dictionary	\$ 10,207.07		\$ 10,207.07
<b>Task 6 .0- Sub-Total:</b>		<b>\$ 48,000.0</b>	<b>\$ 10,000.00</b>	<b>\$ 58,000.0</b>
<b>Deliverables (Tasks 1-6) Cost Total:</b>		<b>\$ 480,000.0</b>	<b>\$ 223,200.0</b>	<b>\$ 703,200.0</b>

State of California  
Department of Housing and Community Development (HCD)

**EXHIBIT F: COST WORKSHEETS**

**Cost Worksheet #3 - Maintenance & Operation Optional Years**

OOB Base Contract Term - Maintenance and Operations Support:

Maintenance and Operations Services performed during this Base Contract Period will be paid at a set monthly rate after full system acceptance. The Bidder shall submit a monthly rate in Table R.3.1 in the yellow highlighted cell. For the original contract, the monthly rate will be multiplied by 30 months to determine the Base Contract Term Evaluation Total. For A2, remaining months will be used

Table R.3.1: Maintenance & Operations Base Contract Term			
Base Contract			
Maintenance and Operations Services	(A) Monthly M&O Rate	(B) @ mos.	(C) Evaluation Total (AxB=C)
Original Base Contract Section 27.0	\$ 6,000.00	30	\$ 180,000.00
2018 OOR Section 27.0	\$ 5,000.00	23	\$ 115,000.00
<b>Total Maintenance &amp; Operation</b>			\$ 295,000.00

OOB Optional Extension - Maintenance and Operations Support - The optional year extensions, if exercised by the state, shall extend the initial contract for a maximum of six (6), one (1) year extensions for on-going support. Services performed during this optional year period will be paid at a set monthly rate. The Bidder shall submit a monthly rate for each optional year below in the yellow highlighted cells. Each monthly rate will be multiplied by 12 months and summed together for Table R.3.2 and Mandatory Optional Table R.3.3.

Table R.3.2 Maintenance & Operations for Optional Six Years													
Maintenance and Operations Services	Optional Year 1		Optional Year 2		Optional Year 3		Optional Year 4		Optional Year 5		Optional Year 6		(M) Evaluation Total (B+D+F+H+J+L=M)
	(A) Monthly M&O Rate	(B) Extended Rate @ 12 mos.	(C) Monthly M&O Rate	(D) Extended Rate @ 12 mos.	(E) Monthly M&O Rate	(F) Extended Rate @ 12 mos.	(G) Monthly M&O Rate	(H) Extended Rate @ 12 mos.	(I) Monthly M&O Rate	(J) Extended Rate @ 12 mos.	(K) Monthly M&O Rate	(L) Extended Rate @ 12 mos.	
Maintenance and Operations services,	\$ 11,000.00	\$ 132,000.00	\$ 11,000.00	\$ 132,000.00	\$ 11,000.00	\$ 132,000.00	\$ 11,000.00	\$ 132,000.00	\$ 11,000.00	\$ 132,000.00	\$ 11,000.00	\$ 132,000.00	\$ 792,000.00



State of California  
 Department of Housing and Community Development (HCD)

**EXHIBIT F: COST WORKSHEETS**

<b>Cost Worksheet #4 - SAAS License</b>							
<b>Exhibit R.4 SAAS LICENSING COST</b>							
Table R.4.1: SAAS LICENSING COST - Base Contract (3-Years) Term							
SAAS LICENSE*	License Type	Purpose	Frequency	Qty.	Unit Cost	Base Contract Extended Cost	All Optional Years (6) Cost For Evaluation Purposes Only
OOR SAAS LICENSE*	Unlimited**	OOR SaaS Solution	One-time	1.0	\$ 200,000.00	\$ 200,000	\$0
2018 OOR SAAS LICENSE*	Unlimited**	2018 OOR SaaS Solution	One-time	1.0	\$ 200,000.00	\$ 200,000	\$0
<b>SAAS LICENSING COST TOTAL</b>						<b>\$ 400,000</b>	<b>\$ -</b>

\* The State will pay the initial SaaS Statewide License only after Full System Acceptance (FSA) as identified in Section 23.2, FSA  
 \*\* Unlimited License - A SaaS license for the OOR solution that is issued to the State allowing unlimited use by OOR State Government Internal Users and External Users

**EXHIBIT F: COST WORKSHEETS**

**EXHIBIT F: COST WORKSHEETS**

**Cost Worksheet # 5 – Unanticipated Tasks**

**Unanticipated Tasks for Contract Term**

The State expects that during the contract period, legislative and/or program changes may necessitate configuration changes. Configuration change support will result in unanticipated work and be structured based on the bidder labor costs for consulting services that will be used to support configuration change requests, modifications and enhancements. Unanticipated work is additional work that must be performed, but was not identified in the State's solicitation document.

Both the State and the Contractor must agree upon the work that needs to be performed which will result in unanticipated costs through the Work Authorization and/or the Deliverables Expectation processes outlined in the SOW. No work can be performed in advance of State's approval of the Work Authorization and/or the Deliverable Expectation forms.

The Bidder must complete the unanticipated hourly rate for the required staff classifications below (yellow cells) for their bid to be considered responsive. During the course of the Contract, the Contractor may use other classifications to perform the work; however, the unanticipated task rate charged will be at the lowest classification rate provided in the Contractor's Labor Rates and Classifications Table R.5.1 below.

**Table R.5.1 Unanticipated Tasks Hourly Labor Rates**

<b>Unanticipated Task Labor Rates and Classifications</b>				
<b>Line #</b>	<b>Classification</b>	<b>Hourly Labor Rate (Total Contract Term)</b>	<b>Estimated # hours for Evaluation Purposes only</b>	<b>Evaluation Total</b>
1	Project Manager	\$ 200.00	20	\$ 4,000.00
2	Business Analyst	\$ 190.00	60	\$ 11,400.00
3	Tester	\$ 140.00	40	\$ 5,600.00
4	Application Programmer	\$ 190.00	60	\$ 11,400.00
5	Database Administrator	\$ 220.00	30	\$ 6,600.00
<b>Unanticipated Tasks' Labor Rates Evaluation Total</b>				<b>\$ 39,000.00</b>

The Unanticipated Tasks Budget is a maximum 10 percent (%) of R.2.1 Cost Worksheet # 2 - Implementation Tasks and Deliverables. This total will be included in the awarded contract

**Table R.5.2 Unanticipated Tasks Budget**

<b>Unanticipated Tasks Budget</b>	
Unanticipated Tasks Budget is 10% of Cost Worksheet # 2 - Table R.2.1, Implementation Tasks and Deliverables Total.	
	<b>\$ 66,520.00</b>

**EXHIBIT F: COST WORKSHEETS**

Worksheet #6 – Base Contract Accepted  
Mandatory Optional

Requirement #	Description	Total Cost
1	The System shall interface HCD's Grant Management Software and a future construction cost estimating system (Mapping Cost estimating system will be done by vendor.)	\$35,965

**Table R.6:**

**Mandatory Optional Requirements Cost Total:**

**Worksheet #7 -Mandatory Optional Requirements - by Contract Amendment**

**Table R.7:**

Item #	Description	Total Cost
1	The System data should be extractable by third party reporting tools like Power BI, Crystal reports or Oracle reports. Though COTS systems provide out of the box reporting capabilities, some reports may require access to multiple systems. (From SOW 20.2)	\$0
2	The System shall have interface capabilities with FI\$Cal.	\$20,502
3	The System shall have interface capabilities with DRGR.	\$22,102
4	The System shall allow interface with other current and future State information system.	\$31,342

**Mandatory Optional Requirements (by Contract Amendment) Cost Total:**

**EXHIBIT I**

**CDBG-DR TERMS AND CONDITIONS**

**1. Required Insurance Certificates**

A. Prior to executing this Agreement, the Contractor shall provide the Department with current insurance coverage certificates evidencing the following types of insurance as required by Federal and California regulations and outlined in Exhibit C:

- Worker's Compensation insurance

B. Insurance shall be in force during the entire term of this Agreement, shall be the Contractor's sole cost, and shall be in such amounts as the Department deems necessary.

**2. Required Dun and Bradstreet DUNS Number**

Prior to executing the Agreement, Contractor shall provide Contract Manager with the current DUNS number for their company and any subcontractors. HUD requires all grantees, state recipients, subrecipients and contractors to provide DUNS numbers for their agency.

**3. Debarment and Suspension**

Per Executive Orders 12549 and 12689 and 2 CFR 180.220, a contract award must not be made to parties listed on the government wide exclusion System for Award Management (SAM). Prior to award of any contracts or subcontracts under this Agreement, contractors and subcontractors will have their debarred status checked on the government wide exclusions in the SAM.

**4. Required Federal Language from 2 CFR Part 200 Appendix II**

The Department is required to have this language in all CDBG-DR agreements. The Department is also requiring all other state agencies, state recipients and subrecipients who are using CDBG-DR funding to have this language in their agreements.

A. Remedies:

Contracts for more than the simplified acquisition threshold (currently \$150,000) must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and provide for such sanction and penalties as appropriate.

## EXHIBIT I

B. Suspension or Termination for Cause and Convenience:

See GSPD – 401IT, General Provisions – Information Technology (GPIT), Sections 21, 22, 23 and 45 for Suspension of Work and Termination provisions.

C. Non-Discrimination Language (41 CFR Part 60-1.4(b)):

Contractor shall comply with Executive Order 11246 of September 24, 1965, entitled “Equal Employment Opportunity”, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).

D. Clean Air Act and the Federal Water Pollution Control Act:

This Agreement is subject to the requirements of the Clean Air Act (42 USC7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Any contracts or subgrants made under this agreement, in excess of \$150,000 must contain this provision. Contractor agrees to comply with all applicable standards, orders or regulations issues pursuant to the Clean Air Act and the Federal Water Pollution Control Act. Any violations of this act will be reported to the Department of Housing and Urban Development and the Regional Office of the Environmental Protection Agency (EPA).

E. Byrd Anti-Lobbying Amendment:

Per the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) -- All contractors that apply or bid for an award exceeding \$100,000 must file the required certification. The Contractor must certify that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other contract award covered by the above referenced Amendment. The Contractor must also disclose any lobbying with non-Federal fund that take place in connection with obtaining any Federal award.

F. Procurement of Recovered Materials:

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the

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item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

### G. Rights to Inventions Made Under a Contract or Agreement:

If a Federal award meets the definition of “funding agreement” under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of recipient or subrecipient must comply with requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements”, and any implementing regulation issued by the awarding agency.

### 5. **Conflict of Interest of Members, Officers, or Employees of Contractors, Members of Local Governing Body, or Other Public Officials**

Pursuant to 24 CFR 570.489(g) and (h), 2 CFR Part 570, and 24 CFR 85.36(b)(3), no member, officer, or employee of the Jurisdiction, or its designees or agents, no member of the Governing Body of the locality in which the program is situated, and no other public official of such locality or localities who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to a CDBG-assisted activity or its proceeds, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one (1) year thereafter. The jurisdiction shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this section. It is further required that this stipulation be included in all subcontracts to this contract.

### 6. **Conflict of Interest of Certain Federal Officials**

No member of or delegate to the Congress of the United States, and no resident commissioner, shall be admitted to any share or part of this agreement or to any benefit to arise from the same. The Jurisdiction shall report all perceived or actual conflicts of interest cases to the State for review before financial benefits are given.

### 7. **Compliance with State and Federal Laws and Regulations**

The Contractor is responsible for compliance with all applicable Federal or State laws, Executive Orders, and regulations of the CDBG-DR program.

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- A. The Contractor agrees to comply with all State laws and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all other matters applicable to the contractor, its subcontractors, and any other State provisions as set forth in this Agreement.
- B. The Contractor agrees to comply with all federal laws and regulations applicable to the CDBG-DR appropriation and to the activity(ies), and with any other federal provisions as set forth in this Agreement.

### 8. **Access to Records and Record Retention**

Access by HCD or other state agency or sub-grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

All records must be retained by the Contractor for no less than three years after receiving final payment from HCD and all other pending matters are closed.

### 9. **Energy Policy and Conservation Act**

This agreement is subject to mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

### 10. **Administrative and National Policy Requirements**

Certain Administrative and National Policy Requirements apply to all HUD programs, see the CDBG-DR related Federal Register Notices on HUD's website. Any party involved in the CDBG-DR grant work whether directly or indirectly, must agree to provide any information HCD requires in order to meet the aforementioned administrative and national policy requirements.

### 11. **Use of Funds**

The Appropriations Act made funds available for necessary expenses related to disaster relief and long-term recovery, recovery of infrastructure and housing, and economic revitalization in the most impacted and distressed areas resulting from a major disaster declared pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974 (42 U.S.C. 5121 et seq.) (Stafford Act), due to Hurricane Sandy and other eligible events in calendar years 2011, 2012, and 2013. The Appropriations Act requires funds to be used only for specific disaster-related activities and administration of those activities.



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**12. Applicable Statutory and Regulatory Requirements**

- A. All recipients of CDBG-DR grants are subject to: (1) the requirements of the applicable Appropriations Act; and (2) applicable regulations governing the CDBG program at 24 CFR part 570, unless modified by waivers and alternative requirements published by HUD in this NOFA or other applicable Federal Register Notices.
- B. Note that the Office of Management and Budget (OMB) published Guidance for Uniform Administrative Requirements 2 CFR Part 200. These Cost Principles and Audit Requirements for Federal Awards will update 24 CFR parts 84 and 85 and supersede the Circulars listed in the Technical Correction to the FY 2014 General Section. HUD has published conforming changes to its CDBG program regulations on December 7, 2015 (80 FR 75931), that updated CDBG program regulations to reflect references to appropriate sections of 2 CFR part 200. The effective date of HUD's conforming rule is January 6, 2016 and this Agreement is subject to all these updated publications and rules.