

REGISTRATION NUMBER

PURCHASING AUTHORITY NUMBER
(if applicable)
EDD-7100

AGREEMENT NUMBER
M53917

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

CONTRACTING AGENCY NAME

Employment Development Department

CONTRACTOR NAME

Eventus Solutions Group, LLC

2. The term of this Agreement is: April 29, 2020, or upon approval by EDD, whichever is later, through December 31, 2020

3. The maximum amount of this Agreement is: \$525,460.00
(Five Hundred Twenty-Five Thousand Four Hundred Sixty and Zero Cents)

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement:

EXHIBIT TITLE	PAGES
* General Provisions – Information Technology (GSPD – 401IT) effective 09/05/2014	28
Exhibit A: Statement of Work.....	6
Exhibit B: Security and Data Protection	2
Exhibit C: Additional Legal Terms Required for FEMA Reimbursement.....	5

Items shown with an asterisk () are hereby incorporated by reference and made part of this agreement as if attached hereto.

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

CONTRACTOR

Department of Technology (CDT),
Statewide Technology Procurement (STP)
Use Only

CONTRACTOR NAME (If other than an individual, state whether a corporation, partnership, etc.)

Eventus Solutions Group, LLC

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

05/01/2020

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Employment Development Department

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

5/1/2020

PRINTED NAME AND TITLE OF PERSON SIGNING

CONTRACTING AGENCY ADDRESS

☒ EXEMPT PER:
Governor's Proclamation of a State of
Emergency, effective March 4, 2020
(GC Sections 8625–8629)

EXHIBIT A

STATEMENT OF WORK

- 1. BACKGROUND.** Because of the unprecedented impact of COVID-19 pandemic ("Pandemic") on the residents of the State of California (the "State"), the State has been inundated with inbound calls from State residents with questions and concerns about the Pandemic that are far above and beyond the State's standard capacity to handle State resident communications. As a result, the State is in the process of engaging multiple telecommunications experts to assist with the implementation of an extremely robust solution within an aggressive timeline to accommodate the volume of State resident communications ("EDD's Pandemic Response"). Contractor is an expert at providing strategic management and consulting to government and commercial clients that are engaged in new customer experience ("CX") initiatives or CX transformations and already has positioned itself with multiple clients to assist with managing through the Pandemic.
- 2. TERM/PERIOD OF PERFORMANCE.** The initial term of this Agreement is April 29, 2020, or upon EDD approval, whichever is later through July 29, 2020 ("Initial Term"). At the end of the Initial Term, the EDD shall have the option to continue services through December 31, 2020, at the same total monthly price as provided in Section 5. Pricing of this SOW.
- 3. PROBLEM ESCALATION.** The parties acknowledge and agree that certain technical and project related problems or issues may arise, and that such matters shall be brought to the EDD's attention. Problems or issues shall normally be reported in regular status reports. There may be instances, however, where the severity of the problems justifies escalated reporting. To this extent, the Contractor will determine the level of severity and notify the appropriate EDD personnel. The EDD personnel notified, and the time period taken to report the problem or issue, shall be at a level commensurate with the severity of the problem or issue. The EDD personnel include, but are not limited to, the following:

 - First level: [REDACTED] – EDD Chief Information Officer
 - Second level: [REDACTED] – EDD Assistant Director
 - Third level: [REDACTED] – EDD Director
- 4. AMENDMENT.** Consistent with the terms and conditions of the original agreement, and upon mutual consent, the EDD and the Contractor may execute amendments to this Agreement, including revisions to Exhibit A – Statement of Work (i.e. objective, project tasks and deliverables). There shall be options to amend for additional time and funds. 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. All amendments for additional services will be based on the rates identified in Section 5. Pricing of this SOW.

- 5. CANCELLATION.** The EDD may exercise its option to terminate the Contract at any time with 30 calendar days' prior written notice following the completion of the Agreement's Initial Term defined in Section 2. Period of Performance of this SOW. In the event of such termination, the EDD shall pay all amounts due the Contractor for all tasks/deliverables accepted prior to termination.
- 6. DESCRIPTION OF SERVICES/CONTRACTOR RESOURCES.** The Contractor shall provide EDD with a team of strategic consultants ("Resources"), who have a depth and breadth of experience in CX initiatives and CX transformation so as to support the EDD in launching and managing EDD's Pandemic Response, with the intention to give the EDD ultimate flexibility to utilize Contractor's Resources to provide regular ongoing tasks that may change from day-to-day or to assign such Resources to focus on a particular longer-term project, in accordance with EDD's Work Authorization form ("WA"), which is attached hereto and incorporated by reference as Exhibit A-1. The WA may be used to assign the Resources identified in this SOW or may be used to increase the Resources assigned under this Agreement, in accordance with the timeframes and for the additional fees set forth in an executed WA. Subject to the direction of and instructions by the EDD's Chief Information Officer, [REDACTED]. Contractor's Resources will have expertise in all of the following areas to support EDD's Pandemic Response. In this regard, the Resources scope of expertise covers the following areas:

Strategic Consulting Team Resource Expertise

- ACD/IVR/Scripting, including Omni-channel (email/chat)
- Command Center Strategy and Build-out
- Effective Contact Center Operations, including Work at Home Strategies
- Contact Center Technologies (Architects/Engineers)
- Quality, CRM, WFM

The Contractor shall:

- Provide daily updates to the State, including but not limited to EDD executives, and Agency Leadership on progress of the overall EDD operations and any barriers to drive optimization
- Provide consultation services to EDD in an advisory capacity on the overall progress of 1.0 & 1.5 Operations
- Provide high level operational oversight for EDD in partnership with Deloitte and Verizon for 1.0 & 1.5
- Focus work with the EDD Contact Center Leadership to Optimize and provide quality assurance to 1.0 Operations, including but not limited to Scripting (initial priority) and workload management
- Engage with Deloitte to provide quality assurance and optimization for the Command Center Project for 1.0 & 1.5 Operations
- Engage with Verizon to provide quality assurance and recommendations to improve Telephony and Reporting Capabilities

- Adapt to change the Resource skill mix on an ongoing basis in a rapidly changing environment
- Work closely in partnership with all other stakeholders and vendors that are participating in EDD's Pandemic Response
- Perform additional tasks identified by EDD via email
- Abide by EDD's Rules of Engagement

7. PRICING. Contractor will provide EDD with four (4) full-time equivalent ("FTE") Resources at a blended monthly rate for a total fixed fee as identified in Section 8. Payment Terms of this SOW, with the understanding that, Contractor, may during the term of the Agreement, use more than four (4) of its personnel to meet the FTE commitment.

8. PAYMENT TERMS. Invoices will be issued electronically by Contractor to EDD on the invoice dates set forth in the table below.

Invoice Date	Invoice Amount
May 23, 2020	\$175,153
June 20, 2020	\$175,153
July 25, 2020	\$175,154
Total	\$525,460

9. THIRD PARTY USAGE. Contractor may utilize third-party contractor(s) for this engagement.

10. WORK LOCATION. Contractor will perform the majority of the work remotely and if desired, can be on-site as necessary and travel expense cost must be in accordance with state's travel cost allowance and will require an amendment of the agreement.

11. REPRESENTATIVES.

The representatives during the term of this Agreement will be:

CONTRACT REPRESENTATIVES			
State:	Employment Development Department	Contractor:	Eventus Solutions Group, LLC
Name:	██████████	Name:	██████████
Phone:	██████████	Phone:	██████████
Email:	██████████	Email:	██████████

Changes to representatives can be made by written notice without amending this contract.

12. BUDGET DETAIL AND PAYMENT PROVISIONS

1. Payment for services performed under this Contract shall be monthly in arrears for services satisfactorily rendered and upon receipt and approval of the invoice.
2. Payment shall be made based on the rates identified in SOW Section 5, Pricing, and acceptance by the EDD.
3. Invoices shall be submitted, monthly, in arrears, however, invoices shall be due and payable, and payment shall be made, only after the EDD acceptance under this Contract.
4. The Contractor costs related to items such as travel and per diem are costs of the Contractor, shall be inclusive of the monthly rate, and **will not be paid separately** as part of this Contract.
5. Submit your invoice using ONE of the following options referencing the Agreement Number M53917:

- a. Send via U.S. Mail in **TRIPPLICATE** to:

Employment Development Department



Desk

OR

- b. Send electronically to:



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

8. Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927. Payment to small/micro businesses shall be made in accordance with and within the time specified in Chapter 4.5, Government Code 927 et seq.

13. WORK AUTHORIZATIONS

- Each WA shall consist of a detailed statement of the purpose, objective, or goals to be undertaken by the Contractor and all information requested to be provided per WA form, Exhibit A-1.
- All WA must be in writing prior to beginning work and signed by the Contractor and the EDD Technical Contract Manager.
- The EDD has the right to require the Contractor to stop or suspend work on any WA.
- Personnel resources will not be expended (at a cost to the EDD) on task/deliverable accomplishment in excess of estimated work hours required unless the procedure below is followed:
 1. If, in performance of the work, the Contractor determines that a WA to be performed under this Contract cannot be accomplished within the estimated work hours, the Contractor will immediately notify the EDD in writing of the Contractor's estimate of the work hours which will be required to complete the WA in full. Upon receipt of such notification, the EDD may:
 - Authorize the Contractor to expend the estimated additional work hours or service in excess of the original estimate necessary to accomplish the WA;
 - Terminate the WA; or
 - Alter the scope of the WA in order to define tasks that can be accomplished within the remaining estimated work hours.
 2. The EDD will notify the Contractor in writing of its decision within seven (7) calendar days after receipt of the notification. If notice of the decision is given to proceed via an amended WA signed by the Contractor and EDD, the Contractor may expend the estimated additional work hours for agreed upon services. The EDD agrees to reimburse the Contractor for such additional work hours.

14. FEDERAL TAX ADMINISTRATION REQUIREMENTS

Subject to the Internal Revenue Service (IRS), federal tax information (FTI) requirements, if an unfavorable response is received by the IRS, this contract will be terminated immediately, per General Provisions – Information Technology (GSPD-401), clause 23, Termination for Default.

- 15. SECURITY AND DATA PROTECTION.** The EDD must ensure agreements with the State and non-State entities include provisions, which protect and minimize risk to the State when engaging in the development, use, or maintenance of information systems, products, solutions, or services. In order to comply with the State Administrative Manual (SAM) Section 5305.8, Contractor must comply with Exhibit B, Security and Data Protection.

EXHIBIT A-1 - WORK AUTHORIZATION FORM

WORK AUTHORIZATION NUMBER	PAGE(S) of
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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

CONTRACTOR CONTRACT ADMINISTRATOR NAME	TITLE
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SIGNATURE	DATE
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EDD CONTRACT ADMINISTRATOR NAME	TITLE
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SIGNATURE	DATE
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EXHIBIT B – SECURITY AND DATA PROTECTION

Contractor shall certify to the State compliance with applicable industry standards and guidelines, including but not limited to relevant security provisions of the California State Administrative Manual (SAM), California Statewide Information Management Manual (SIMM), The National Institute of Standards and Technology (NIST) 800-53 v4 and Federal Information Processing Standard (FIPS) Publication 199 which protect and minimize risk to the State. At a minimum, provision shall cover the following:

1. The Contractor assumes responsibility of the confidentiality, integrity and availability of the data under its control. The Contractor shall implement and maintain all appropriate administrative, physical, technical, and procedural safeguards at all times during the term of the Agreement to secure such data from data breach or loss, protect the data and information assets from breaches, introduction of viruses, disabling of devices, malware and other forms of malicious or inadvertent acts that can disrupt the State's access to its data or affects the integrity of that data.
2. Confidential, sensitive or personal information shall be encrypted in accordance with SAM 5350.1 and SIMM 5305-A.
3. The Contractor shall comply with statewide policies and laws regarding the use and protection of information assets and data. Unauthorized use of data by Contractor or third parties is prohibited.
4. Signed Security and Confidentiality Statement for all personnel assigned during the term of the Agreement.
5. Apply security patches and upgrades, and keep virus protection software up-to-date on all information asset on which data may be stored, processed, or transmitted.
6. The Contractor shall notify the State data owner immediately if a security incident involving the information asset occurs.
7. The State data owner shall have the right to participate in the investigation of a security incident involving its data or conduct its own independent investigation. The Contractor shall allow the State reasonable access to security logs, latency statistics, and other related security data that affects this Agreement and the State's data, at no cost to the State.
8. The Contractor shall be responsible for all costs incurred by the State due to security incident resulting from the Contractor's failure to perform or negligent acts of its personnel, and resulting in an unauthorized disclosure, release, access, review, destruction; loss, theft or misuse of an information asset. If the contractor experiences a loss or breach of data, the contractor shall immediately report the loss or breach to the State. If the State data owner determines that notice to the individuals whose data has been lost or breached is appropriate, the contractor will bear any and all costs associated with the notice or any mitigation selected by the data owner. These costs include, but are not limited to, staff time, material costs, postage, media announcements, and other identifiable costs associated with the breach or loss of data.
9. The Contractor shall immediately notify and work cooperatively with the State data owner to respond timely and correctly to public records act requests.

10. The Contractor will dispose of records of State data as instructed by the State during the term of this agreement. No data shall be copied, modified, destroyed or deleted by the Contractor other than for normal operation or maintenance during the Agreement period without prior written notice to and written approval by the State.

11. Remote access to data from outside the territorial United States, including remote access to data by authorized support staff in identified support centers, is prohibited unless approved in advance by the State.

12. The physical location of Contractor's data center where the Data is stored shall be within the territorial United States.

EXHIBIT C – ADDITIONAL LEGAL TERMS REQUIRED FOR FEMA REIMBURSEMENT

A. Early Termination

Contract may be terminated pursuant to Termination for Convenience and Termination for Cause language in GSPD401IT in Sections 22 and 23 thereof, incorporated by reference into the contract.

B. Remedies

In the event of a breach by the Contractor of any term or provision of this Agreement, the state shall have the right to pursue all remedies set forth in the GSPD401IT.

C. Compliance with the Contract Work Hours and Safety Standards Act (where applicable)

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph C.1 of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph C.1 of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph C.1 of this section.

3. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid

wages and liquidated damages as provided in the clause set forth in paragraph C.2 of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph C.1 through C.4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs C.1 through C.4 of this section.

D. Clean Air Act

1. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Section 7401 et seq.

2. The Contractor agrees to report each violation to the state and understands and agrees that the state will, in turn, report each violation as required to assure notification to the California Governor's Office of Emergency Services, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

E. Federal Water Pollution Control Act

1. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. Sections 1251 et seq.

2. The Contractor agrees to report each violation to the state and understands and agrees that the state will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

F. Debarment and Suspension Clause

1. This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

2. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

3. This certification is a material representation of fact relied upon by the state. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the state, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

G. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

1. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above 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 award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the state.

APPENDIX A, 44 C.F.R. PART 18- CERTIFICATION REGARDING LOBBYING

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant,

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

C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

H. Procurement of Recovered Materials

1. In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

2. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>

3. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

I. Access to Records

1. The following access to records requirements apply to this Agreement:

- i. The Contractor agrees to provide the state, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- iii. The Contractor agrees to provide the FEMA Administrator or his or her authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- iv. In compliance with the Disaster Recovery Act of 2018, the state and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

J. Department of Homeland Security Seal, Logo, Flags

1. The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

K. Compliance with Federal Law, Regulations, and Executive Orders

1. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

L. No Obligation by Federal Government

1. The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

M. Program Fraud and False or Fraudulent Statements or Related Acts

1. The Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Agreement.

