



MALIA M. COHEN

California State Controller

June 27, 2024

REQUEST FOR PROPOSAL (RFP) (Secondary) NUMBER EEOS90524

PROJECT MANAGEMENT AND GOVERNANCE SUPPORT

Notice to Prospective Proposers

You are invited to review and respond to this Request for Proposal (RFP) (Secondary) Number EEOS90524. In submitting your proposal, you must comply with these instructions.

Read the attached document carefully. Please submit all required forms and documents with your proposal response as indicated in this RFP. Any response received after the date and time indicated in this RFP will not be considered for review.

Proposers are advised to check the Cal eProcure website for addendums, modifications, and updates to the Proposal documents. The State Controller's Office (SCO) is not responsible for failure of the prospective proposer to check for any proposal document updates, changes, or answers to questions posted on Cal eProcure. Failure to periodically check the website will be at the Proposer's sole risk.

If a discrepancy occurs between the information in the advertisement appearing on the Department of General Services, California State Contracts Register (CSCR) on the Cal eProcure website: <https://caleprocure.ca.gov/pages/Events-BS3/event-search.aspx> and the information in the herein RFP, the information in the attached RFP shall take precedence.

Note that all contracts entered into with the State of California will include by reference General Terms and Conditions and Contractor Certification Clauses that may be viewed and downloaded at Internet site <https://www.dgs.ca.gov/-/media/Divisions/OLS/Resources/GTC-April-2017-FINAL.pdf?la=en&hash=18A8A88034FCB8A5307FB64B20B33CF485F4C0D8> . If you do not have Internet access, a hard copy can be provided.

In the opinion of SCO, this RFP is complete and without need of explanation. However, if you have questions, or should you need any clarifying information, please email SCOBids@sco.ca.gov.

Please note that no *verbal* information given will be binding upon the State unless such information is issued in writing as an official addendum.

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Standard Agreement

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*Submit only if applicable.

**Incorporated by reference only.

A. Purpose and Description of Services

The State Controller's Office (SCO) is seeking a Contractor to provide five Senior Project Managers to support the governance, project planning, project execution, and project implementation for the State Controller's strategic priorities which include four work streams for People, Processes, Technology, and Infrastructure.

The services shall include:

1. One Senior Project Manager (PM) shall manage People, one Senior PM shall manage Processes, one Senior PM shall manage Technology, and one Senior PM shall manage Infrastructure. The Senior PMs shall be responsible for providing project management services to complete each strategic work stream through full transformation.

The workstreams are further described as:

1. People - Workforce development and policy, and performance management,
 2. Processes - Process automation and customer service operations,
 3. Technology – Large-scale IT projects, data management and analytics, and
 4. Infrastructure - Organizational change management, workplace policies, governance, and external communications.
2. One Senior PM for Financial Management shall be assigned to strategic priority sub-initiatives related to accounting and financial management.
 3. The Senior PMs will collaborate and work directly with State Controller's Office (SCO) Executive Leadership and stakeholders.

See the Standard Agreement, Exhibit A, Scope of Work, for a complete description of services.

Background

SCO is responsible for transparency and accountability of the state's financial resources. SCO ensures the appropriate disbursement and tracking of taxpayer dollars. SCO serves on dozens of state boards, commissions, and committees with duties ranging from administrative oversight of the nation's two largest public pension funds to protection of state lands and coastlines, to modernization and financing of major infrastructure. SCO also offers fiscal guidance to local governments and has independent auditing authority over all government agencies that spend state funds. SCO's primary objectives are to:

1. Maintain the state's official accounting book of record.
2. Inform the public of the state's financial condition.
3. Account for and control disbursement of all state funds, issuing warrants in payment of the state's bills including lottery prizes and unclaimed property.
4. Determine legality and accuracy of financial claims against the state.
5. Audit state and local government programs.
6. Safeguard many types of assets until claimed by the rightful owners, in accordance with the Unclaimed Property Law.
7. Inform the public of financial transactions of city, county, and other local governments.
8. Administer the Uniform State Payroll System.

9. Audit and process all personnel and payroll transactions for state civil service, state exempt employees, state university employees, and college system employees.

SCO also has three major projects underway, including:

1. The Annual Comprehensive Financial Report (ACFR) Engagement, which will result in return to a timely and accurate ACFR.
2. The FI\$Cal Book of Record Functionality Migration (BFM) which will result in FI\$Cal becoming the Accounting and Financial Reporting Book of Record for the State Controller's Office by July 2026.
3. The California State Payroll (CSPS) Project, which will result in a new payroll system for state departments.

In support of SCO's role and responsibilities, SCO has completed strategic planning and established these strategic priorities.

Agreement Term

The term of this Agreement shall be for 18 months, with the options to extend the term of this agreement for up to an additional 18 months, increase the cost at the originally agreed upon hourly rates specified in the Agreement, and increase the number of key staff. The rates Attachment 22, Cost Worksheet will not increase as a result of any amendment to this agreement. This Agreement may be terminated by SCO with a 30-day written notice to the Contractor.

Contractors are cautioned that no work will begin until the Agreement has been fully executed. If work is performed prior to agreement approval, and the Agreement for any reason is not approved, all previous work performed by the Contractor is considered donated to SCO and no payment shall be made for that work.

Agreement Amount

The Contractor and SCO representatives are responsible for monitoring the Agreement cost to ensure it does not exceed the maximum amount of the Agreement without an executed amendment.

B. Minimum Qualifications

Proposers must meet all of the following Minimum Qualifications (MQ) and submit the required Attachments and any documents (i.e. resumes, active licenses and certifications, and degrees, etc.) that clearly explains and substantiates how the particular Minimum Qualification is met to be considered responsive. A responsive proposal is one that meets or exceeds all the requirements stated in this RFP. Any proposal that does not meet the Minimum Qualifications and does not submit the required documents may be considered non-responsive and may be disqualified. Failure to satisfy any of these qualifications and requirements upon submittal of the Proposal will result in the rejection of the Proposal.

1. Proposer Firm Minimum Qualifications (FMQs)

The Proposer must complete and submit as part of the Proposal, Attachment 18, Firm Qualifications to confirm that the Proposer Firm experience meets all the qualifications indicated below.

- a. The Firm (or subcontractor) must have a minimum five years' experience, within the last 15 years, supporting large government agencies (at least a \$5 billion annual budget) in each of the following categories: project management, governance, financial management, and/or process improvement. See the Standard Agreement, Exhibit A, Scope of Work for a complete description of services.

- b. The Firm shall be headquartered within the United States.

2. Key Staff Minimum Qualifications (KSMQs)

The Proposer must identify five Key Staff (Senior Project Manager) who will be assigned to perform services for this agreement. The Proposer must complete Attachment 19, Key Staff Qualifications for the proposed Senior Project Managers and provide resumes, active licenses and/or certifications, and degrees for each key staff to validate key staff qualifications. For the purpose of assessing KSDQs, one year of experience is defined as 52 weeks of full-time work (40 hours per week).

- a. Each Senior PM shall have a bachelor's degree and a valid and current Project Management Professional (PMP) Certification from the Project Management Institute (PMI). The PMP Certification may not be substituted. A copy of the degree and certificate must be provided. Additional qualifying experience may be substituted for the required education on a year-to-year basis. Four years of experience can be substituted for a bachelor's degree. The substituted experience must be in addition to the required years of experience. Example: If the experience requirement is seven years, and the individual is substituting four years of experience in lieu a bachelor's degree, a total of eleven years of experience is required.
- b. Each Senior PM shall have a minimum of four years' experience, within the last 10 years, in developing project management tools, templates and policies and procedures.
- c. The **Senior PM for People** must have a minimum of seven years' project management experience, within the last 15 years, working on projects for large government agencies (at least a \$5 billion annual budget) with experience in workforce development and policy, and performance management. At least four years of this experience must have been in a lead capacity.
- d. The **Senior PM for Processes** must have a minimum of seven years' project management experience, within the last 15 years, working on projects for large government agencies (at least a \$5 billion annual budget) with experience in process automation and customer service operations. At least four years of this experience must have been in a lead capacity.
- e. The **Senior PM for Technology** must have a minimum of seven years' project management experience, within the last 15 years, working on projects for large government agencies (at least a \$5 billion annual budget) with experience in large-scale IT projects, data management and analytics. At least four years of this experience must have been in a lead capacity.
- f. The **Senior PM for Infrastructure** must have a minimum of seven years' project management experience, within the last 15 years, working on projects for large government agencies (at least a \$5 billion annual budget) with experience in organizational change management, governance, and external communications. At least four years of this experience must have been in a lead capacity.
- g. The **Senior PM for Financial Management** must be a Certified Public Accountant (CPA) and have a minimum of seven years' project management experience, within the last 15 years, working on projects for large government agencies (at least a \$5 billion annual budget) in an accounting and financial management capacity. At least four years of this experience must have been in a lead capacity.

3. Proposer Key Staff Desirable Qualifications (KSDQs)

The Proposer must complete Attachment 19, Key Staff Qualifications, KSDQ tab to qualify for additional points. For the purpose of assessing KSDQs, one year of experience is defined as 52 weeks of full-time work (40 hours per week).

- a. Key Staff has more than four years' lead project management experience within the last 10 years. Two points will be awarded to each key staff, for each qualifying year of experience, up to 10 years.
- b. Key Staff has more than seven years' project management experience on a large-scale public sector project (at least a \$5 billion annual budget) within the last 10 years. Three points will be awarded to each key staff, for each qualifying year of experience, up to 10 years.
- c. Key Staff has the valid qualifying credentials:
 - 1) Prosci Change Management Practitioner or Certified Change Management Professional (CCMP)
 - 2) Lean Six Sigma Green Belt (or higher)
 - 3) Certified Scrum Master (CSM)
 - 4) Project Management Institute, Agile Certified Practitioner (PMI-ACP)
 - 5) Project Management Institute, Risk Management Professional (PMI-RMP)
 - 6) Certified Government Financial Manager (CGFM)

Three points will be awarded per credential, up to 18 points per key staff.

4. Background Check

This agreement requires the proposed key staff performing the services of this RFP to pass a Live Scan background check. Upon notice of agreement award, SCO will provide the Contractor all necessary forms and locations for each proposed key staff to complete the background check process.

- If proposed key staff are located in the Sacramento area, they must be fingerprinted at SCO.
- If proposed key staff are located outside the Sacramento area, but in Northern California, they may go to a Live Scan location of their choosing.
- If proposed key staff are located in Southern California or outside of California, they must go to a local law enforcement agency or other entity licensed to roll fingerprints to request completion of a standard FBI applicant fingerprint card (FD-258) provided by SCO and mail [i.e., United States Postal Service (USPS)] the completed forms and FD-258 back to SCO.

Background checks must be completed and passed prior to beginning work on the Agreement. If a Contractor's proposed key staff does not pass the Live Scan background check process, the Contractor must replace the offered individual with a new candidate within seven business days that meets the same qualifications and experience as the key staff being replaced. At SCO discretion, SCO may deny award of the Agreement subject to failed background checks. Contractors and the proposed key staff will be held to the same background check standards as SCO employees.

The Contractor shall ensure that each proposed key staff under the Agreement are made aware of, understand, and comply with the provisions of SCO Live Scan background checks. Any additional or replacement individuals added to the Agreement will be subject to the same terms.

C. Proposal Requirements and Information

1. Key Action Dates

ACTION	DATE
RFP Available to Prospective Proposers	June 27, 2024
Written Questions Submittal Deadline	July 12, 2024, by 2:00 p.m. PT*
Written Questions & Answers Released	July 17, 2024, by 5:00 p.m. PT*
Final Date for Proposal Submission	July 26, 2024, by 2:00 p.m. PT*
Evaluation of Proposals**	July 26, 2024, through August 2, 2024
Interviews	August 5, 2024 through August 6, 2024
Notice of Intent to Award	August 6, 2024
Proposed Award Date	August 14, 2024
Agreement Begins	September 3, 2024 or upon DGS approval

*Pacific Time (PT)

**Dates after Proposal Submission are estimates only and may be subject to change. SCO will adhere to the listed dates as strictly as possible but will not be held accountable for changes due to unforeseen circumstances.

2. Written Questions & Answers

- a. Proposers may submit questions for clarification of the content of this RFP to SCObids@sco.ca.gov. **Questions and any proposed changes must be submitted by the Written Questions Submittal Deadline date as stated in Section C, Proposal Requirements and Information, 1. Key Action Dates.**
- b. The subject line of the email should read, *RFP EEOS90524 Questions – Company Name*.
- c. The Bidder must reference the section and page number about which they are inquiring.
- d. Written Questions and Answers will be provided without identifying the submitter. SCO may paraphrase questions, at its sole discretion, for clarity.
- e. Questions and Answers will be posted to Cal eProcure on or before the Written Questions & Answers Released date specified in Section C, Proposal Requirements and Information, 1. Key Action Dates.

3. Technical Proposal

Proposals must describe the Proposer's qualifications and expertise in the format outlined in this RFP. A Proposal will not be considered complete unless it contains all of the items described below. Technical Proposal includes all of the following items:

- a. Attachment 1, Required Attachment Checklist

The Proposer must submit all applicable attachments identified on Attachment 1, Required Attachment Checklist. Proposers are not to alter or modify the forms other than by providing the required information; please note, adding your firm's logo or letterhead to the form is not considered a modification or alteration of the form.

b. Generative Artificial Intelligence (GenAI) Disclosure Notification

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

Bidders/Offerors must notify the State in writing if their solution or service includes, or makes available, any GenAI technology, including GenAI from third parties or subcontractors. The State has developed a GenAI Disclosure & Factsheet to be completed by the Bidder/Offeror.

Failure to disclose GenAI to the State and submit the GenAI Disclosure & Factsheet will result in disqualification of the Bidder/Offeror and may void any resulting contract. The State reserves its right to seek any and all relief it may be entitled to as a result of such non-disclosure.

Upon receipt of a Bidder/Offeror GenAI Disclosure & Factsheet the state reserves the right to incorporate GenAI Special Provisions into the final contract or reject bids/offers that present an unacceptable level of risk to the

c. Proposer Guarantee

The Proposer shall provide a Letter of Guarantee explaining their ability to perform the services identified in Standard Agreement, Exhibit A, Scope of Work and includes:

- i. A signature from an individual who is authorized to bind the Proposer contractually to certify that the Proposer guarantees their ability to perform the services as identified in this RFP.
- ii. A statement expressing the Proposer's availability of staff and other required resources to successfully perform all services and provide all deliverables as described in this RFP.
- iii. A statement expressing the Proposer's strong commitment to establishing, maintaining, and supporting diversity in its ownership and professional staff members.
- iv. A statement expressing the Proposer's willingness to comply with the terms and conditions of this agreement.
- v. A signature from an individual who is authorized to bind the Proposer contractually to certify that the Proposer guarantees their ability to perform the services as identified in this RFP.

d. Firm's Organizational and Operational Structure

i. Organizational Structure

List the name and classification of the proposed key staff member and any proposed support staff.

- i. Identify subcontractor's (If Applicable). Include qualifications, reporting responsibility of each firm and/or person assigned to each task and method of monitoring performance.

iii. Operational Structure

- 1) Describe the usual process for **interface with the client** and the **communication plan** for completing the tasks and deliverables under this agreement including:

- The firm's chain of command
- Who is the individual with the overall responsibility for the firm's operations?
- What will be the role of each proposed key staff member?
- What will be the role of the support staff?

2) Number of years the firm has provided expert consulting services.

e. Firm References

- i. The Proposer shall provide **three** current references for similar type of services performed within the last 15 years on Attachment 20, Firm References. **References must be scored and signed by the reference contact.** At least one reference must be from experience used to meet the Firm Minimum Qualifications.
- ii. References will be contacted to validate ratings. SCO will make up to three attempts via phone/email to validate references. Failure to reach a listed reference will result in the ratings being scored zero and the Proposal may be deemed non-compliant and disqualified in its entirety. References will be scored based on the accumulative average score provided by the three references listed on Attachment 20, Firm References.

f. Key Staff References

- i. The Proposer shall provide **three** current references for the proposed key staff for similar types of services performed within the last 15 years on Attachment 21, Key Staff References. **References must be scored and signed by the reference contact.** At least one reference must be from experience used to meet Key Staff Minimum Qualifications.
- ii. References will be contacted to validate ratings. SCO will make up to three attempts via phone/email to validate references. Failure to reach a listed reference will result in the ratings being scored zero and the Proposal may be deemed non-compliant and disqualified in its entirety. References will be scored based on the accumulative average score provided by the reference contacts listed on the Attachment 21, Key Staff References.

D. Submission of Proposal

1. Proposals must be submitted as set forth below.

- a. Proposers must submit their proposal (Technical Proposal and Cost) in portable document format (PDF) attached to an email to SCOBids@sco.ca.gov by **July 26, 2024, by 2:00 p.m.** also specified in Section C, Proposal Requirements and Information, Item 1. Key Action Dates. Subject line must include the RFP EEOS90524 – Project Management and Governance Support.

Email Requirements

- 1) Proposers must ensure that emails do not exceed a file size of 20 megabytes.
- 2) Proposers must ensure that emails do not contain scripts, executable files, password protections, or macros, which may make their emails undeliverable.
- 3) Do not imbed links within the PDF—all documents must be contained within the PDF. SCO cannot access links to external sources. Proposals containing links to external sources will be rejected.

- 4) If the email should exceed acceptable file size, the Proposer shall split the email into multiple emails to ensure delivery.
- 5) Bid submissions that are sent from unrecognized email servers may be blocked by SCO security filters and be flagged as spam, thereby rendering them unsubmitted.
- 6) An automatic reply from SCOBids@sco.ca.gov confirms receipt of bidders' emails. *Automatic replies only confirm receipt of emails and do not assess bidders' responsiveness to the IFB requirements in the email content or in any attachments therein.*

7) LATE PROPOSAL SUBMISSIONS WILL NOT BE ACCEPTED—NO EXCEPTIONS.

- b. Proposals not marked as indicated may be rejected.
- c. If the Proposal is made under a fictitious name or business title, the actual legal name of the Proposer must be provided.
- d. All proposals shall include the documents identified in Attachment 1, Required Attachment Checklist. Proposals not including the proper required attachments may be deemed non-responsive. A non-responsive proposal is one that does not meet the basic proposal requirements.
- e. All documents requiring a signature must bear a signature of a person authorized to bind the proposing firm.
- f. Proposals must be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and will cause a proposal to be rejected.
- g. SCO may reject any or all proposals. A proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind.
- h. SCO may waive an immaterial deviation in a proposal. SCO waiver of an immaterial deviation shall in no way modify the RFP document or excuse the Proposer from full compliance with all requirements if awarded the Agreement.
- i. Costs incurred for developing proposals and in anticipation of award of the Agreement are entirely the responsibility of the Proposer and shall not be charged to the State of California.
- j. An individual who is authorized to bind the Proposer contractually shall sign Attachment 2, Proposal/Proposer Certification Sheet. The signature should indicate the title or position that the individual holds in the firm. An unsigned proposal shall be rejected.
- k. A proposer may modify a proposal after its submission by withdrawing its original proposal and resubmitting a new proposal prior to the Final Date for Proposal Submissions. A proposer's modification offered in any other manner, oral or written, will not be considered.
- l. A proposer may withdraw its proposal by submitting a written withdrawal request to SCO, signed by the Proposer or an authorized agent. A proposer may thereafter submit a new proposal prior to the Final Date for Proposal Submission. Proposals may not be withdrawn without cause subsequent to the Final Date for Proposal Submission.
- m. **Any Proposed changes to the RFP must be submitted on or before the Written Questions Submittal Deadline date as stated in Section C, Proposal Requirements and Information, 1. Key Action Dates.**

- n. SCO may modify the RFP prior to the Final Date for Proposal Submission by issuing an addendum that shall be posted to Cal eProcure.
- o. SCO reserves the right to reject all proposals. SCO is not required to award an agreement.
- p. **SCO does not accept alternate agreement language from a prospective contractor. A proposal with such language will be considered a counterproposal and will be rejected. The State's General Terms and Conditions (GTC 04/2017) are not negotiable.**
- q. No oral understanding or agreement shall be binding on either party.

E. Evaluation Process

1. The evaluation process complies with the requirements for competitive bidding in California Public Contract Code Section 10344. Each proposal will be evaluated to determine responsiveness to the requirements and standards described in this RFP. SCO cannot assume nor infer qualifications, skill, experience, or competence not specifically and expressly addressed in the Proposal. During the evaluation and selection process, SCO may wish to interview a proposer for clarification only. Proposals cannot be changed after the time and date designated for receipt.
2. Proposals that contain false or misleading statements, or proposals which include incomplete references, which do not support an attribute or condition claimed by the Proposer, may be rejected.
3. A responsive proposal is one, which meets or exceeds the requirements stated in this RFP. At the time of proposal opening, each proposal will be checked for the presence or absence of required information in conformance with the submission requirements of this RFP, proposals that meet the minimum qualifications will be evaluated and scored according to the criteria indicated in the following process:

a. Preliminary Review

- 1) Proposals shall be date/time stamped upon receipt.
- 2) Proposals will be reviewed to verify that submission is in a single PDF, properly identified, and received on or before the final filing date and time specified in Section C. Proposal Requirements and Information, 1. Key Action Dates.
- 3) Proposals shall remain sealed until the after Final Date for Proposal Submission.
- 4) Proposal will be reviewed to determine completeness of required documentation and compliance as identified in this RFP. SCO staff will use the Attachment 1, Required Attachments Checklist, submitted by the Proposer to confirm receipt of all required documents. Proposal requirements will be evaluated on a "pass/fail" basis for all criteria and information. SCO may reject any or all Proposals that fail to meet these requirements.

b. Minimum Qualification Evaluation

Upon satisfactory Preliminary Review, the Technical Proposal will be reviewed to determine the Proposer's satisfaction of the Minimum Qualifications requirements. For Proposals that satisfy the Minimum Qualifications, the Technical Proposal will be evaluated by a team of SCO Staff (Evaluation Team).

c. Technical Proposal Evaluation and Scoring

- 1) The Evaluation Team will independently evaluate each Proposer's Technical Proposal using the Proposal evaluation criteria as stated in Section E. Evaluation Process, Item 5. Evaluation Worksheet.
- 2) Each proposal shall be awarded up to the maximum points available in each category for a **maximum of 1,357 points available** with an emphasis on the experience, qualifications, and the references of the Proposer, as well as the experience and qualifications of the key staff assigned to SCO. The Technical Proposal should provide the detail, clarity, completeness, relevance, and appropriateness of the experience as it relates to the needs of SCO as stated in this RFP.
- 3) Once individual scoring has been completed, team members will determine a single score for each Proposer's Technical Proposal upon consensus of the Evaluation Team.

d. Interviews

- 1) SCO will interview proposers that satisfy administrative and technical requirements of this RFP. Proposer(s) will be required to appear for an oral interview via Microsoft Teams. Proposer(s) will be notified in advance of the specific date and time for the interview.
- 2) The interview shall include the presence of all proposed key staff who will exercise a significant role under the Agreement.
- 3) If requested, proposers must be available and be prepared to respond to the questions related to the specifics of the Proposal.
- 4) All costs for developing a proposal and attending interviews are entirely the responsibility of the Proposer and shall not be chargeable to the SCO.

e. Cost Assessment and Scoring

- 1) The Evaluation Team will review the Cost Proposal Worksheets to verify mathematical accuracy and determine if there are any deviations in the proposal. If a deviation is material, it may be cause for rejection. Immaterial deviations will be processed as if no deviation had occurred.
- 2) Cost Proposal Worksheets shall be evaluated and scored based on the total proposal cost for the term of the Agreement. The Proposer with the lowest cost Proposal will be awarded the maximum number of points available (407 points), which is 30% of the total points available (the technical score is 285 points, the interview is 665 points, and the cost score is 407 points).
- 3) The Proposer's cost score will be based on a proportional number of points as it relates to the total costs associated with the lowest responsive proposal multiplied by the maximum number of cost points.

4) The following formula shall be used to determine cost points:

Lowest Proposer's Cost (\$600,000) X maximum cost points (407) divided by other Proposer's Cost = cost points awarded to the other Proposer.

$$\frac{\text{LOWEST COST PROPOSAL } (\$600,000) \times \text{407 COST POINTS AVAILABLE}}{\text{OTHER PROPOSAL COST}} = \text{COST POINTS AWARDED TO OTHER PROPOSAL}$$

Table 1. Sample Cost Assessment

Proposer	Proposal Cost	Calculation	POINTS AWARDED
A	\$675,000	\$600,000 (Proposer B) X 407 (weight) / \$675,000 (Proposer A)	361.8
B	\$600,000	\$600,000 (Proposer B) X 407 (weight) / \$600,000 (Proposer B)	407
C	\$650,000	\$600,000 (Proposer B) X 407 (weight) / \$650,000 (Proposer C)	375.7

4. Selection

Award will be made to the highest scoring, responsive, responsible proposer.

5. Evaluation Worksheet

The Evaluation Worksheet details the evaluation and scoring criteria. The Evaluation Worksheet will be found on the following pages for your reference.

EVALUATION WORKSHEET

Name of Proposer: _____

Evaluator: _____ Date: _____

A. Administrative Evaluation

Description	Pass/Fail
Proposal received by the date and time specified in the RFP.	
All applicable attachments identified on Attachment 1, Required Attachment Checklist were completed and submitted.	
Proposer Guarantee included in proposal package as specified in RFP.	
Firm's Organizational and Operational Structure included in the proposal package as specified in the RFP.	
References included in the proposal package as specified in the RFP.	

B. Minimum Qualification Evaluation

Proposer Firm	
Description	Pass/Fail
The Firm must have a minimum five years' experience within the last 15 years supporting large government agencies (at least a \$5 billion annual budget) project management, governance and/or process improvement. See the Standard Agreement, Exhibit A, Scope of Work for a complete description of services.	
The Firm shall be headquartered within the United States.	

Proposer Key Staff	
Description	Pass/Fail
Each Senior PM shall have a bachelor's degree and a valid and current Project Management Professional (PMP) Certification from the Project Management Institute (PMI). The PMP Certification may not be substituted. A copy of the degree and certificate must be provided. Additional qualifying experience may be substituted for the required education on a year-to-year basis. Four years of experience can be substituted for a bachelor's degree. The substituted experience must be in addition to the required years of experience. Example: If the experience requirement is seven years, and the individual is substituting four years of experience in lieu a bachelor's degree, a total of eleven years of experience is required.	
Each Senior PM shall have a minimum of four years' experience, within the last 10 years, in developing project management tools, templates and policies and procedures.	

Proposer Key Staff	
Description	Pass/Fail
The Senior PM for People must have a minimum of seven years' project management experience, within the last 15 years, working on projects for large government agencies (at least a \$5 billion annual budget) with experience in workforce development and policy, and performance management. At least four years of this experience must have been in a lead capacity.	
The Senior PM for Processes must have a minimum of seven years' project management experience, within the last 15 years, working on projects for large government agencies (at least a \$5 billion annual budget) with experience in process automation and customer service operations. At least four years of this experience must have been in a lead capacity.	
The Senior PM for Technology must have a minimum of seven years' project management experience, within the last 15 years, working on projects for large government agencies (at least a \$5 billion annual budget) with experience in large-scale IT projects, data management and analytics. At least four years of this experience must have been in a lead capacity.	
The Senior PM for Infrastructure must have a minimum of seven years' project management experience, within the last 15 years, working on projects for large government agencies (at least a \$5 billion annual budget) with experience in organizational change management, governance, and external communications. At least four years of this experience must have been in a lead capacity.	
The Senior PM for Financial Management must be a Certified Public Accountant (CPA) and have a minimum of seven years' project management experience, within the last 15 years, working on projects for large government agencies (at least a \$5 billion annual budget) in an accounting and financial management capacity. At least four years of this experience must have been in a lead capacity.	

Proposers must receive a "Pass" for the Minimum Qualifications to have the remaining Technical Proposal evaluated. If the Proposer did not receive a "Pass" for the Minimum Qualifications the Proposal is considered non-responsive and is therefore disqualified.

F. Technical Proposal Evaluation and Scoring

1. Key Staff Desirable Qualifications

The Proposer must complete Attachment 19, Key Staff Qualifications (KSDQs) to qualify for additional points. For the purpose of assessing KSDQs, one year of experience is defined as 52 weeks of full-time work (40 hours per week).

Description	Maximum Points	Points Scored
Key Staff has more than four years' lead project management experience within the last 10 years. Two points will be awarded to each key staff, for each qualifying year of experience, up to 10 years.	60	
Key Staff has more than seven years' project management experience on a large-scale public sector project (at least a \$5 billion annual budget) within the last 10 years. Three points will be awarded to each key staff, for each qualifying year of experience, up to 10 years.	60	
Key Staff has the valid qualifying credentials: <ol style="list-style-type: none"> 1. Prosci Change Management Practitioner or Certified Change Management Professional (CCMP) 2. Lean Six Sigma Green Belt (or higher) 3. Certified Scrum Master (CSM) 4. Project Management Institute, Agile Certified Practitioner (PMI-ACP) 5. Project Management Institute, Risk Management Professional (PMI-RMP) 6. Certified Government Financial Manager (CGFM) Three points will be awarded per credential, up to 18 points per key staff.	90	
Total Points	210	

2. Proposer Guarantee

- a. The Proposer explains their ability to perform the services identified in the Standard Agreement, Exhibit A, Scope of Work.

Information Proposer Provided Indicates	Maximum Points	Points Scored
Cannot Be Met	0	
Can Be Met – Sufficient	2	
Can Be Met – Excellent	5	
Total Points	5	

3. Firm's Organizational and Operational Structure

- a. Organizational structure identifying the assigned key staff member.

Information Proposer Provided Indicates	Maximum Points	Points Scored
Insufficient	0	
Sufficient	2	
Comprehensive	5	
Total Points	5	

- b. Operational structure identifying usual process for interface with the client and the communication plan.

Information Proposer Provided Indicates	Maximum Points	Points Scored
Insufficient	0	
Sufficient	5	
Comprehensive	10	
Total Points	10	
Total Points for Firm's Organizational and Operational Background	Maximum Points	Points Scored
a.	5	
b.	10	
Total Points	15	

4. Firm References

The Proposer shall provide **three** current references for similar types of services performed within the last 15 years. Attachment 20, Firm References. References shall substantiate the Proposer's expertise and experience in providing services. **Attachment 20, Firm References must be completed in its entirety.** Include the service description, name, and current telephone number of the reference contact person(s), the score, and signature of the reference contact person(s). References will be scored based on the accumulative average score provided by the three contacts listed on Attachment 20, Firm References.

Firm Reference Form Scoring Example

Proposer A	PR1	PR2	PR3	PR4	PR5	Firm Reference Score
Firm Reference #1	10	10	10	10	10	50*
Firm Reference #2	10	8	10	8	8	44
Firm Reference #3	10	10	10	10	10	50
Subtotal (sum all reference scores)						144
Firm Reference Score (subtotal ÷ # of references)						144 ÷ 3 = 48

*Average ratings resulting in a decimal will be rounded to the nearest whole number.

5. Key Staff References

The Proposer shall provide **three** current references for each proposed key staff for similar types of services performed within the last 15 years on Attachment 21, Key Staff References. References shall substantiate the Key Staff's expertise and experience in providing services. **Attachment 21, Key Staff References must be completed in its entirety.** Include the service description, name, and current telephone number of the reference contact person(s), the score, and signature of the reference contact person(s). References will be scored based on the accumulative average score provided by the three contacts listed on Attachment 21, Key Staff References.

Key Staff Reference Form Scoring Example

i.

Proposer A, Key Staff #1	PR1	PR2	PR3	PR4	PR5	Score
Reference 1	10	8	8	8	10	44
Reference 2	10	10	10	10	10	50
Reference 3	10	10	10	10	10	50
Proposer A, Key Staff #2	PR1	PR2	PR3	PR4	PR5	Score
Reference 1	10	10	10	10	10	50
Reference 2	8	5	8	8	10	39
Reference 3	8	8	8	10	10	44
Subtotal (sum all reference scores)						277
Key Staff Reference Score (Subtotal ÷ # of references)						277 ÷ 6 = 46*

*Average ratings resulting in a decimal will be rounded to the nearest whole number.

6. Interview

Proposer's key staff who will exercise a significant role under the Agreement will be required to appear for an interview with SCO via Microsoft Teams.

Total Points	Maximum Points	Points Scored
Interview	665	

7. Score Total

Total Points	Maximum Points	Points Scored
1. Key Staff Desirable Qualifications	165	
2. Proposer Guarantee	5	
3. Firm's Organizational and Operational Structure	15	
4. Firm References	50	
5. Key Staff References	50	
Proposer's Technical Score		
Proposer's Interview Score	665	
Proposer's Cost Score	407	
Incentives and Preferences Scores, as applicable	TBD	
Proposer's Total Score	1357	

COMMENTS:

G. Award and Protest

1. Notice of the Proposed award shall be posted for five working days prior to awarding the Agreement in a public place in the SCO, 300 Capitol Mall, 15th Floor; Sacramento, CA and on the Small Business and Disabled Veteran Business Enterprises Advocate and Liaison page on the SCO website under Notice of Intent to Award Agreement at: https://www.sco.ca.gov/sco_sb_dvbe_advocate.html.
2. If any proposer, prior to the award of the Agreement, files a protest with the SCO and the Department of General Services (DGS), Office of Legal Services (OLS), 707 Third Street, 7th Floor, Suite 7-330, West Sacramento, CA 95605, on the grounds that the (protesting) proposer would have been awarded the Agreement had the SCO correctly applied the evaluation standard in the RFP, or if the SCO followed the evaluation and scoring methods in the RFP, the Agreement shall not be awarded until either the protest has been withdrawn or the DGS has decided the matter. It is suggested that you submit any protest by certified or registered mail.
3. Within five days after filing the protest, the protesting proposer shall file with the DGS, OLS and the SCO, a detailed statement specifying the grounds for the protest. The written protest must be sent to DGS OLS, 707 Third Street, 7th Floor, Suite 7-330, West Sacramento, CA 95605. A copy of the detailed written statement must be emailed to SCO, at SCOBids@sco.ca.gov, Attention: Contracts Office

H. Disposition of Proposals

Upon proposal opening, all documents submitted in response to this RFP will become the property of the State of California and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public.

I. Agreement Execution and Performance

1. The Agreement will be executed only upon SCO acceptance of all documents required by this RFP. The Agreement is attached and by virtue of submitting a proposal, the Proposer agrees to the terms and conditions stated herein. The terms and conditions stated herein shall not be negotiated by a contractor at any time (prior to or after agreement execution) except at the discretion of the State.
2. Service shall start no sooner than the Agreement start date specified in Section C, Proposal Requirements and Information, 1. Key Action Dates, or on the express date set by SCO and the Contractor, after all approvals have been obtained and the Agreement is fully executed. Should the Contractor fail to commence work at the agreed upon time, SCO, upon five days written notice to the Contractor, reserves the right to terminate the Agreement. Commencement of work prior to final approval of the Agreement is at the risk of the Contractor. The Contractor may not receive any payment for work performed prior to final approval of the Agreement.
3. All performance under the Agreement shall be completed on or before the termination date of the Agreement.

J. Incentive and Participation Programs

The Incentive listed below will not exceed a total of five percent of the Proposal Points.

A Small Business (SB)/Microbusiness (MB) and/or a Disabled Veteran Business Enterprise (DVBE) must have current and valid certification through DGS, Office of Small Business and Disabled Veteran Business Enterprise Certification Services (OSDS). Completed certification applications and required support documents must be submitted to OSDS no later than 5:00 p.m. PT on the Final Date for Proposal Submission and OSDS must be able to approve the application as submitted.

For certification and preference approval process information, contact OSDS by telephone at (916) 375-4940 or access OSDS Internet website at <https://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/OSDS/OSDS>

1. Disabled Veteran Business Enterprise (DVBE) Program Participation

The DVBE Participation Program requirements for this solicitation have been waived. However, SCO is committed to achieving legislatively established goals for the participation of DVBEs and seeks to use certified DVBE business whenever possible. Therefore, SCO requests your voluntary participation in reporting any certified DVBEs, including yourself, that will be used in the performance of this Agreement.

DVBE must have current and valid certification through DGS OSDS. Completed certification applications and required support documents must be submitted to OSDS no later than 5:00 PM PT on the Final Date for Proposal Submission and OSDS must be able to approve the application as submitted.

For certification and preference approval process information, contact OSDS by telephone at (916) 375-4940 or access OSDS Internet website at <https://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/OSDS/OSDS>

2. DVBE Incentive

Firms voluntarily utilizing DVBE subcontractors can have an incentive applied based on their level of DVBE participation identified in the proposal response. A DVBE must perform a *Commercially Useful Function* in the performance of the Agreement as defined in Military and Veterans Code (MVC) 999 (B). Information and instructions on the DVBE Incentive are found at: <https://www.dgs.ca.gov/-/media/Divisions/PD/OSDS/Certification/DVBE/DVBEProgramRequirements.pdf?la=en&hash=FBCEA257A3ED083F3DBB85ECEEB37013CBCF0545C>

The incentive shall be applied as follows:

DVBE Participation Level	Incentive Applied
1.0 - 1.99%	1%
2.0 – 2.99%	2%
3.0 – 3.99%	3%
4.0 – 4.99%	4%
5.0% OR MORE	5%

- The incentive is subject to a minimum of one percent and a maximum of five percent of the total possible available points, not including points for socioeconomic incentive or preferences. Proposals with DVBE participation of more than five percent will be calculated with a five percent incentive.
- A signed Disabled Veteran Business Enterprise Declarations DGS PD 843 must be submitted with the Proposal response. The fill and print form is available at this link: https://www.documents.dgs.ca.gov/dgs/fmc/gsp/pd/pd_843.pdf. The form must be completed if a proposer is a DVBE or subcontracts to a DVBE.
- Application of the DVBE incentive CANNOT displace a California Certified Small Business.

- d. The Contractor understands and agrees that should award of this agreement be based in part on their commitment to use the Disabled Veteran Business Enterprise (DVBE) subcontractor(s) identified in their proposal, per Military and Veterans Code 999.5 (e), a DVBE subcontractor may only be replaced by another DVBE subcontractor and must be approved by the Department of General Services (DGS). Changes to the scope of work that impact the DVBE subcontractor(s) identified in the Proposal and approved DVBE substitutions will be documented by agreement amendment.
- e. Failure of the Contractor to seek substitution and adhere to the DVBE participation level identified in the Proposal may be cause for agreement termination, recovery of damages under rights under rights and remedies due to the State, and penalties as outlined in M&VC § 999.9, Public Contract Code (PCC) § 10115.10, or PCC § 4110 (applies to public works only).
- f. If the awarded contractor has a certified DVBE perform an element of work for the Agreement, within 60 days of expiration of the Agreement, the awarded contractor shall complete and submit to SCO a [Prime Contractors Certification - DVBE Subcontractors Report](#) (STD 817).

2. Small Business Participation Requirement

- a. In accordance with Government Code (GC) Section 14838(a) agencies may set a Small Business (SB), including Micro Business (MB), agreement participation requirement.
- b. **This solicitation requires a minimum 25 percent SB participation.**
- c. Each listed certified SB/MB must perform a *Commercially Useful Function* in the performance of the Contract as defined in GC Section 14837(d)(4).
- d. The required list of California certified SB/MB subcontractors must be provided on Attachment 9, Bidder Declaration (Written) (GSPD-05-105) and must include the following: 1) subcontractor name, 2) address, 3) phone number, 4) a description of the work to be performed and/or products supplied, 5) and the dollar amount or percentage of the net bid price (as specified in the solicitation) per subcontractor.

3. Ties between Certified SB/MB and DVBE Businesses

Per GC Section 14838(g), in the event of a precise tie between the bid of a SB/MB and the bid of a DVBE that is also a SB/MB, the award shall go to the DVBE that is also a SB/MB.

K. Required Attachments

Refer to Attachment 1, Required Attachment Checklist for additional required attachments that are a part of this solicitation. Exclusion of any required attachments may result in proposer's disqualification.

ATTACHMENT 1 REQUIRED ATTACHMENT CHECKLIST

Proposer's Name: _____

Please print clearly or type.

A complete proposal or proposal package will consist of the items identified below. Complete this checklist to confirm the items in your proposal. Place a check mark or "X" next to each item that you are submitting to the SCO. For your proposal to be responsive, all required attachments must be returned, unless indicated otherwise. Return this Checklist with your proposal package.

Item/Requirement	Submitted to SCO
Attachment 2, Proposal/Proposer Certification Sheet	
Attachment 3, Contractor Point of Contact	
Attachment 4, Darfur Contracting Act Certification (DGS PD 1) *	
Attachment 5, Payee Data Record (STD 204) and Supplement (STD 205) *	
Attachment 6, Iran Contracting Act Verification Form (DGS PD 3)	
Attachment 7, California Civil Rights Laws Certification (DGS OLS 04)	
Attachment 8, Contractor Certification Clauses (CCC 04/2017)	
Attachment 9, Bidder Declaration (Written) (GSPD-05-105)	
Attachment 10, California Disabled Veteran Business Enterprise (DVBE) Declarations (STD 843) *	
Attachment 11, Secretary of State Certification Status*	
Attachment 12, Generative Artificial Intelligence (GENAI) Disclosure & Factsheet (STD 1000)	
Attachment 13, Acknowledgement of Agreement Exhibits and Policies	
Attachment 14, Proposal Incentives and Preferences	
Attachment 15, Insurance Acknowledgement	
Attachment 16, Contractor/Consultant Organization Information Security Agreement (ISO-004c)	
Attachment 17, Contractor/Consultant Confidentiality and Non-Disclosure Acknowledgement (ISO-004b)	
Attachment 18, Firm Qualifications	
Attachment 19, Key Staff Qualifications	
Attachment 20, Firm References	
Attachment 21, Key Staff References	
Attachment 22, Cost Worksheet	
Copy of valid California city or county business license (if applicable); or an affidavit that the business is in good standing with the state, province, or country in which business is headquartered	
Copy of California Certified SB/MB and/or DVBE Certification*	
Proposer Guarantee	
Firm's Organizational and Operational Structure	
Key Staff Resumes	
Key Staff Degrees	

Valid and Current PMP Certification from PMI	
Valid CPA Certification (required for the Senior PM for Financial Management)	
Valid and Current certifications supporting Staff Desirable Qualifications (Optional)	

*Only submit if applicable

ATTACHMENT 2 PROPOSAL/PROPOSER CERTIFICATION SHEET

This Proposal/Proposer Certification Sheet must be completed, signed, and returned with the Proposal package. An individual who is authorized to bind the Proposing firm contractually shall sign the Attachment 2, Proposal/Proposer Certification Sheet. The signature must indicate the title or position that the individual holds in the firm. An unsigned proposal may be rejected.

1. Our all-inclusive proposal is submitted as detailed in Attachment 22, Cost Worksheet. All required attachments are included with this certification sheet.
2. The signature affixed hereon and dated certifies compliance with all the requirements of this proposal document. The signature below authorizes the verification of this certification.

An Unsigned Proposal/Proposer Certification Sheet May Be Cause for Rejection

1. Company Name	2. Telephone Number ()	2a. Fax Number ()		
2b. E-mail Address:				
3. Address				
Indicate your organization type:				
4. <input type="checkbox"/> Sole Proprietorship	5. <input type="checkbox"/> Partnership	6. <input type="checkbox"/> Corporation		
Indicate the applicable employee and/or corporation number:				
7. Federal Employee ID No. (FEIN)	8. California Corporation No.			
9. Indicate applicable license and/or certification information:				
10. Proposer's Name (Print)	11. Title			
12. Signature	13. Date			
<p>14. Are you certified with the Department of General Services, Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS) as:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top; padding-right: 20px;"> <p>a. California Small Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter certification number: _____</p> </td> <td style="width: 50%; vertical-align: top;"> <p>b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter your certification number below: _____</p> </td> </tr> </table> <p>NOTE: A copy of your Certification is required to be included if either of the above items is checked "Yes".</p> <p>Date application was submitted to OSDS, if an application is pending:</p>			<p>a. California Small Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter certification number: _____</p>	<p>b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter your certification number below: _____</p>
<p>a. California Small Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter certification number: _____</p>	<p>b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter your certification number below: _____</p>			

Completion Instructions for Proposal/Proposer Certification Sheet

Complete the numbered items on the Proposal/Proposer Certification Sheet by following the instructions below.

Item Numbers	Instructions
1, 2, 2a, 2b, 3	Must be completed. These items are self-explanatory.
4	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
5	Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
6	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
7	Enter your federal employee tax identification number.
8	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
9	Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured.
10, 11, 12, 13,	Must be completed. These items are self-explanatory.
14	If certified as a California Small Business, place a check in the "yes" box, and enter your certification number on the line. If certified as a Disabled Veterans Business Enterprise, place a check in the "Yes" box and enter your certification number on the line. If you are not certified to one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to OSDS.

ATTACHMENT 3
CONTRACTOR POINT OF CONTACT

Proposer's Name: _____

Please print clearly or type.

The contact person regarding this RFP is:			
Name & Title:			
Address:			
Phone Number:		Fax Number	
Cell Phone Number: (optional)		E-Mail:	
If awarded the Agreement, the Project Manager for services will be:			
Name & Title:			
Address:			
Phone Number:		Fax Number	
Cell Phone Number: (optional)		E-Mail:	
If awarded the Agreement, direct all agreement inquiries to:			
Name & Title:			
Address:			
Phone Number:		Fax Number	
Cell Phone Number: (optional)		E-Mail:	
If awarded the Agreement, the name of the company officer authorized to sign the Agreement is:			
Name & Title:			
Address:			

ATTACHMENT 4
DARFUR CONTRACTING ACT CERTIFICATION (DGS PD 1) *

http://www.documents.dgs.ca.gov/dgs/FMC/GS/PD/PD_1.pdf

ATTACHMENT 5
PAYEE DATA RECORD (STD 204) AND SUPPLEMENT (STD 205) *

<http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf>

Only use Payee Data Record Supplement (STD 205) to provide a remittance address if different from the mailing address for information returns, or to make subsequent changes to the remittance address.

<https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std205.pdf>

ATTACHMENT 6
IRAN CONTRACTING ACT VERIFICATION FORM (DGS PD 3)

https://www.dgs.ca.gov/-/media/Divisions/PD/PTCS/OPPL/SCM/Iran_Contracting_Act_Verification_Form.pdf

ATTACHMENT 7
CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION (DGS OLS 04)

<https://www.dgs.ca.gov/OLS/Forms?search=civil%20rights&topicCategoryFilters=&audienceCategoryFilters=&sort=relevance&activeFilters=&page=1>

ATTACHMENT 8
CONTRACTOR CERTIFICATION CLAUSES (CCC 04/2017)

<https://www.dgs.ca.gov/-/media/Divisions/OLS/Resources/CCC-042017.pdf?la=en&hash=4DE3E4DC414511AE378794200BA43EBF91C758EE>

ATTACHMENT 9
BIDDER DECLARATION (WRITTEN) (GSPD-05-105)

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

All proposers must complete the Bidder Declaration (Written) GSPD-05-105 and include it with the Proposal submission. When completing the declaration, proposers must identify all subcontractors proposed for participation in the Agreement. Proposers awarded an agreement are obligated contractually to use the subcontractors for the corresponding work identified unless SCO agrees to a substitution, and it is incorporated by amendment to the Agreement.

ATTACHMENT 10
CALIFORNIA DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) DECLARATIONS (STD 843) *

https://www.documents.dgs.ca.gov/dgs/fmc/gspd/pd_843.pdf

**ATTACHMENT 11
SECRETARY OF STATE CERTIFICATION STATUS***

<https://bizfileonline.sos.ca.gov/>

Secretary of State Certification of Status is required **if** your company is a corporation, limited liability company (LLC), or limited partnership (LP).

**ATTACHMENT 12
GENERATIVE ARTIFICIAL INTELLIGENCE (GENAI) DISCLOSURE & FACTSHEET (STD 1000)**

<https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std1000.pdf>

NOTE: The fill and print forms are available at the links provided above. Please email SCOBids@sco.ca.gov if you are unable to access the provided links. ***Attachments 5-9 and 12 must be submitted with the Proposal.***

*Submit only if applicable.

ATTACHMENT 13
ACKNOWLEDGEMENT OF AGREEMENT EXHIBITS AND POLICIES

Proposer's Name: _____
(Please print clearly or type)

Complete and return a signed copy of this attachment with the RFP response.

Exhibit Name
Exhibit A, Scope of Work
Exhibit A, Attachment 1, Key Staff Change Order Request Form
Exhibit A, Attachment 2, Key Staff Reference Form
Exhibit B, Budget Detail and Payment Provisions
Exhibit B, Attachment 1, Cost Worksheet
Exhibit C, General Terms and Conditions (GTC 04/2017)
Exhibit D, Special Terms and Conditions
Exhibit E, Resumes

I certify that we have received, reviewed, and accept all requirements in this RFP and Exhibits and can meet the insurance and background check requirements.

Authorized Signature

Date

Name of Proposer Firm

Name and Title (Please Print)

ATTACHMENT 14
PROPOSAL INCENTIVES AND PREFERENCES

1. DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) INCENTIVE:

Proposer must check the appropriate box from the choices below.

- ☐ I am a DGS certified DVBE. A copy of my California Disabled Veteran Business Enterprise (DVBE) Declarations (STD 843) form is attached.
- ☐ I am not a DGS certified DVBE, but a percentage of the revenue will be going to DGS certified DVBE subcontractors performing a *commercially useful function*, and therefore, I am claiming the DVBE incentive.

Proposer must submit a complete Attachment 9, Bidder Declaration (Written) (GSPD 05-105), indicating the percentage of the revenue that will be received by each DGS certified DVBE subcontractor. Proposer must also submit Attachment 10, California Disabled Veteran Business Enterprise (DVBE) Declarations (STD 843), for each DVBE subcontractor, signed by the DVBE owner/manager.

- ☐ I am not claiming the DVBE incentive.

2. SMALL BUSINESS (SB) REQUIREMENT:

Proposer must check the appropriate box from the choices below.

- ☐ I am a Department of General Services (DGS) certified SB and claim the SB Requirement. My DGS SB certification number is: _____
- ☐ I am not a DGS certified SB, but 25 percent or more of the revenue from the award will go to a DGS certified SB subcontractor performing a Commercially Useful Function; and therefore, I am claiming the SB Requirement.

Proposer must submit a complete Attachment 9, Bidder Declaration (Written) (GSPD 05-105), indicating the percentage of the revenue that will be received by each DGS certified SB subcontractor.

- ☐ I am not claiming the SB Requirement.

Name of Proposer: _____

Signature and Date: _____

**ATTACHMENT 15
INSURANCE ACKNOWLEDGEMENT**

Proposer's Name: _____

Please print clearly or type.

Proposers must complete and submit an acknowledgement of their ability to meet the insurance requirements and certificate(s) of coverage must be provided upon notice of award.

I certify that we can meet the insurance requirements identified in the Standard Agreement, Exhibit D, Special Terms and Conditions.

Authorized Signature

Date

Name of Proposer Firm

Name and Title (Please Print)

ATTACHMENT 16

State of California—Controller's Office Contractor/Consultant Organization Information Security Agreement ISO-004c (Rev. 2/15)		INFORMATION SECURITY OFFICE 300 Capitol Mall, Suite 603 Sacramento, CA 95814 Form Contact Info. Ph: (916) 445-1720 Email: infosec@sco.ca.gov	
Section 1 — Contractor / Consultant Organization Contact Information			
Contractor / Consultant Organization Name			
Street Address	City	State	Zip Code
Organization Contact Name	Title	Work Phone	Work Email
Section 2 — SCO Contract / Agreement Administrator Information			
SCO Division	SCO Contract / Agreement Administrator Name		
Title	Work Phone	Work Email Address	
Section 3 — SCO Information Security Terms And Conditions			
<p>Contractors and consultants authorized to use SCO information assets shall comply with all applicable SCO administrative policy and information security standards, and the terms, conditions, and requirements stated on this agreement. The intent of this agreement is to comply with California State Administration Manual (SAM) requirements (<i>Ref. SAM § 5305.8 (2) e (1) et.al</i>) and statute.</p> <p>General Terms and Conditions:</p> <ol style="list-style-type: none"> SCO <i>information assets</i> shall only be accessed or utilized for SCO authorized business purposes; All SCO authorized organization employees or agents shall sign an SCO provided "Confidentiality and Non-Disclosure Acknowledgement" prior to being granted access to, or use of, SCO information assets; <p>Contractor / Consultant Organization Responsibilities</p> <p>The Contractor / Consultant organization listed in Section I of this agreement agrees to comply with, implement, enforce, and monitor compliance with the following requirements:</p> <ol style="list-style-type: none"> The organization shall ensure that only SCO authorized organization employees or agents utilize SCO <i>information assets</i>. The organization is solely responsible for ensuring that authorized employees or agents are not security risks, and upon the SCO's request, the organization will provide the SCO with any information reasonably necessary for SCO to evaluate security issues relating to any authorized employee or agent; The organization shall ensure that all authorized organization employees or agents understand and adhere to SCO administrative policy and information security standards; The organization shall immediately notify the SCO of any changes or withdrawals of their employees or agents authorized by the SCO to access or utilize SCO <i>information assets</i>; The organization shall ensure that SCO authorized organization employees or agents take all reasonable and appropriate measures to protect the confidentiality, integrity, and availability of SCO <i>information</i> classified as confidential or sensitive, or as requiring protection by state or federal statute; The organization shall ensure that SCO authorized organization employees or agents take all reasonable and appropriate measures to protect the confidentiality, integrity and availability of SCO <i>data processing resources</i>, specifically: <ol style="list-style-type: none"> The organization and its employees or agents shall only access the SCO's information, network, and network resources through SCO managed data processing resources and network connections; The organization and its employees or agents shall not change, modify, delete, or circumvent the configuration of any provided SCO owned or leased data processing equipment without written approval of SCO Information Systems Division management and the SCO Chief Information Security Officer (CISO) or CISO designee; The organization and its employees or agents shall not change, modify, delete, or circumvent any SCO required authentication and authorization process without the approval of authorized SCO personnel. All authentication credentials are classified as confidential and must be protected as such; The organization and its employees or agents shall not change, modify, remove, or circumvent any SCO required network security controls or protocols without written approval of SCO Information Systems Division management and the SCO Chief Information Security Officer (CISO) or CISO designee; The organization and its employees or agents shall only utilize and access SCO managed electronic mail and Internet access services while utilizing SCO provided data processing resources or networks. No organization employee or agent shall connect to, or access, any non-SCO managed resource or service from within the SCO network or via any SCO data processing resource without the approval of SCO Information Systems Division management and the SCO Chief Information Security Officer (CISO) or CISO designee; and, All organization data processing resources (e.g., PCs, notebooks, laptops, servers, USB and flash drives, etc.) and other equipment (e.g., cellular phones, personal digital assistants [PDAs], audio or image recorders, etc.) brought into SCO owned or leased facilities by the organization and its employees or agents must be approved by SCO Information Systems Division management and/or the SCO Chief Information Security Officer (CISO) or CISO designee. All organization data processing resources and other equipment must meet SCO information technology and information security acceptable use standards. The use of all organization data processing resources and other equipment must comply with SCO Information Security Standards. No organization data processing resources shall be connected to any SCO network or network resource. The organization and its employees or agents shall immediately notify the SCO Information Security Office, SCO Information Systems Division, and the appropriate SCO contract /agreement administrator of any violation of SCO administrative policy or information security standards; or violation of terms, conditions, or requirements of this agreement; and any actual or suspected information security incident. Information security incidents include, but are not limited to, the following: <ol style="list-style-type: none"> Theft, loss, damage, unauthorized destruction, unauthorized modification, or unintentional or inappropriate release of any SCO information classified as confidential or sensitive retained in electronic, paper, or any other medium; Possible acquisition of notice-triggering personal information by unauthorized persons, as defined in California Civil Code 1798.29; Deliberate or accidental distribution or release of personal information by the organization, its employee(s), or its agent(s) in a manner not in accordance with SCO administrative policy, SCO information security standards, or state or federal statute. Inappropriate use or unauthorized access by the organization, its employee(s), or its agent(s). This includes actions of the organization, its employee(s), or its agent(s) that involve tampering, interference, damage, or unauthorized access to SCO information assets. This includes, but is not limited to, virus attacks, web site defacements, server compromises, and denial of service attacks; 			

- e. Theft, damage, destruction, or loss of SCO-owned data processing resources, including information technology (IT) equipment such as laptops, tablets, integrated phones, personal digital assistants (PDA), or any electronic devices containing or storing confidential, sensitive, or personal data; and,
- f. The use of any SCO information asset in the commission of a crime as described in the Comprehensive Computer Data Access and Fraud Act (Ref. California Penal Code § 502).

Section 4 — Payment of Costs

- 9. Each party will be responsible for all costs incurred by that party under this Agreement, including, without limitation, costs for security controls, phone and connection charges, telecommunications equipment and personnel for maintaining any network connection.
- 10. Each party will be responsible for all costs incurred by that party as a result of any security incident that adversely affects the confidentiality and/or integrity of SCO information assets under this agreement, including, without limitation, all costs for incident management and costs for compliance with State and Federal Privacy laws and standards.

Section 5 — Disclaimer or Warranties

- 11. Neither party makes any warranties, expressed or implied, concerning any subject matter of this agreement, including, but not limited to, any implied warranties or merchantability and fitness for a particular purpose.

Section 6 — Limitation of Liability

- 12. The parties acknowledge that by reason of their relationship to each other hereunder, each will have access to certain information and materials ("Confidential Information") concerning the others' technology and products that is confidential and of substantial value to that party, which value would be impaired if such information were disclosed to third parties. Should such Confidential Information be orally or visually disclosed, the disclosing party shall summarize the information in writing as confidential within thirty (30) days of disclosure. Each party agrees that it will not use in any way for its own account, except as provided herein, nor disclose to any third party, any such Confidential Information revealed to it by the other party. Each party will take every reasonable precaution to protect the confidentiality of such Confidential Information. Upon request by the receiving party, the disclosing party shall advise whether or not it considers any particular information or materials to be Confidential Information. The receiving party acknowledges that unauthorized use or disclosure thereof could cause the disclosing party irreparable harm that could not be compensated by monetary damages. Accordingly each party agrees that the other will be entitled to seek injunctive and preliminary relief to remedy any actual or threatened unauthorized use or disclosure of such other party's Confidential Information. The receiving party's obligation of confidentiality shall not apply to information that: (a) is already known to the receiving party or is publicly available at the time of disclosure; (b) is disclosed to the receiving party by a third party who is not in breach of an obligation of confidentiality to the party to this agreement, which is claiming a proprietary right in such information; or (c) becomes publicly available after disclosure through no fault of the receiving party.

Section 7 — Term, Termination and Survival

- 13. This Agreement will remain in effect until terminated by either party. Either party may terminate this agreement for convenience by providing not less than thirty (30) days prior written notice, which notice will specify the effective date of termination. Either party may also terminate this Agreement immediately upon the other party's breach of this Agreement. Sections 9, 10, 11, 12, 13, 15, and 16 shall survive any termination of this Agreement.

Section 8 — Term, Termination and Survival

- 14. Severability. If for any reason a court of competent jurisdiction finds any provision or portion of this Agreement to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of this Agreement will continue in full force and effect.
- 15. Waiver. The failure of any party to enforce any of the provisions of this Agreement will not be construed to be a waiver of the right of such party thereafter to enforce such provisions.
- 16. Assignment. Neither party may assign this Agreement, in whole or in part, without the other party's prior written consent. Any attempt to assign this Agreement, without such consent, will be null and of no effect. Subject to the foregoing, this Agreement is for the benefit of and will be binding upon the parties' respective successors and permitted assigns.
- 17. Force Majeure. Neither party will be liable for any failure to perform its obligations in connection with any Transaction nor do any document if such failure results from any act of God or other cause beyond such party's reasonable control (including, without limitation, any mechanical, electronic or communications failure) which prevents such party from transmitting or receiving any Documents.

Section 9 — Organization Acknowledgement

On behalf of the organization referenced in Section I of this document I have read and understand the responsibilities stated above and will comply with the SCO administrative policies and information security standards referred to in this agreement. I acknowledge and agree to use SCO information assets in accordance with the terms outlined in this agreement. I understand that failure to comply with these responsibilities may result in immediate cancellation of authorization to use SCO data processing resources and information, or disciplinary action in accordance with applicable laws and regulations or civil and criminal prosecution in accordance with applicable statutes.

By signing this form, I am authorized to acknowledge the responsibilities of the organization referenced in Section I of this document to understand and agree to its contents and realize the penalties for non-compliance with its terms.

Approval Signatures

Legal Signature	Date
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Return completed agreement with original signature to the SCO Information Security Office: Attn: Daniel Pere
Chief Information Security Officer
300 Capitol Mall, Suite 604
Sacramento, CA 95814

One copy of this agreement should be retained by the responsible SCO Business Division Manager.

One copy of this agreement should be submitted to SCO Contracts and Procurement: Attn: Sandra Phillimeano
300 Capitol Mall, Suite 1500
Sacramento, CA 95814

ATTACHMENT 17

State of California—Controller's Office

CONTRACTOR / CONSULTANT CONFIDENTIALITY AND NON-DISCLOSURE ACKNOWLEDGEMENT

ISO-004b (Rev. 02/15)

INFORMATION SECURITY OFFICE
300 Capitol Mall, Suite 603
Sacramento, CA 95814
Form Contact Info. Ph: (916) 445-1720
Email: infosec@sco.ca.gov

Section 1 — Contractor Information

Contractor / Consultant Organization Name	Date of Request
Contractor / Consultant Name (First M.I. Last)	Work Phone
Title	Work Email Address

Section 2 — Agreement

As a contractor or consultant of the California State Controller's Office (SCO) you may have access to financial, statistical, personal, or technical information classified as confidential or sensitive by the SCO. In addition you may be authorized access to data processing resources that are created, maintained, or used within the SCO and must be protected. This confidentiality and non-disclosure agreement between you and the SCO is to protect the information assets that may be disclosed to you by the SCO. This Agreement shall be construed under the laws of the State of California.

By signing below I acknowledge that:

1. I will access or use SCO information assets only when relevant and necessary in the ordinary course of performing my authorized official duties conducted on behalf of the organization referenced in this document. I further understand that unauthorized access, attempted access or illegal use of any computer systems, information asset, and/or information of the State of California may be a public offense punishable under Section 502 of the California Penal Code;
2. I will not disclose SCO information classified as confidential or sensitive unless authorized to do so by the SCO;
3. I will immediately notify the SCO Information Security Office; SCO Information Systems Division; and the appropriate SCO contract / agreement administrator of any violation of SCO administrative policy or information security standards; or violation of requirements, terms, or conditions of this agreement; and any actual or suspected information security incidents;
4. I will not disclose, change, modify, delete, or circumvent any SCO required authentication and authorization process without the approval of authorized SCO personnel;
5. I will not change, modify, remove, or circumvent any SCO required security controls or protocols without written approval of SCO Information Systems Division management and the SCO Chief Information Security Officer (CISO) or CISO designee;
6. I will ensure that all data processing resources (i.e., PCs, notebooks, laptops, servers, USB and flash drives, etc.) and other equipment (i.e., cellular phones, personal digital assistants (PDAs), audio or image recorders, etc.) I bring into SCO owned or leased facilities are approved by the SCO, and meet SCO information technology and information security acceptable use standards, and SCO Information Security Policy;
7. I shall only utilize and access SCO managed electronic mail and Internet access services while utilizing SCO provided data processing resources or networks. I will not connect to, or access, any non-SCO managed resource or service from within the SCO network or via any SCO data process resource without the approval of SCO Information Systems Division management and the SCO Chief Information Security Officer (CISO) or CISO designee; and,
8. I will comply with all applicable SCO administrative, technical, and information security policies and standards.

I have read and understand the responsibilities stated above and will comply with the SCO administrative and information security requirements and standards listed on this form. I acknowledge and agree to use SCO information assets in accordance with the terms outlined in this form. I understand that failure to comply with these responsibilities may result in immediate cancellation of authorization to use SCO information assets or disciplinary action in accordance with applicable laws and regulations or civil and criminal prosecution in accordance with applicable statutes.

By signing this form, I acknowledge that I have read, understand and agree to its contents and realize the penalties for non-compliance with its terms.

Section 3 — Approval Signature

Legal Signature

Date

ATTACHMENT 18
FIRM QUALIFICATIONS

See Excel Workbook: Attachment 18, Firm Qualifications

ATTACHMENT 19
KEY STAFF QUALIFICATIONS

See Excel Workbook: Attachment 18, Key Staff Qualifications

**ATTACHMENT 20
FIRM REFERENCES**

Proposer's Name: _____

Please print clearly or type.

Proposers must use Attachment 20, Firm References and submit **three** references that substantiate the Proposer's expertise and experience in providing services. References must be able to provide an objective assessment of the Proposer's performance.

- **Proposer must submit three complete, signed Firm References.**
- Submitted references must be for similar services within the last 15 years.
- At least one reference must be from the experience used to meet the Firm Minimum Qualifications.
- Proposer must not use the same reference more than once.
- Prior to the Proposer using a current SCO State employee as a reference, the Proposer shall contact SCOBids@sco.ca.gov to ensure the current State employee is not a member of the Evaluation Team.

SCO will make up to three attempts to contact each reference during the evaluation period to validate the information provided by the Proposer. Therefore, it is the Proposer's responsibility to contact its referenced customers to ensure the contact information provided to SCO is current and that the references will be available during the period of time that SCO will be reviewing proposals.

Reference Client Name:		
Reference Contact Name and Title:		
Current Telephone:	Current Email:	
Current Address:		
Project Description:		
Proposer's Involvement on this Project:		
The Proposer was the Prime Contractor for this Project (Yes/No):		
Approximate Value or Cost of Contract:	\$	
Services Provided Begin/End Dates: (MM/DD/YYYY)	From:	To:

Satisfaction Rating to be Provided by the Proposer's Reference:

Using the following scale: Rate satisfaction with the Proposer for the services provided.

Rate the firm on a scale of 1 to 10 with 10 being completely satisfied.

Include only one number for each question below.

Performance Statements	Rating
Did the services the firm provided meet your business needs?	
Did the firm meet your deliverables timely?	
How would you rate the overall quality of the services provided?	
Your willingness to work with the firm again, based on your overall satisfaction.	
The firm's responsiveness to your staff in addressing issues or questions related to your contracted services.	

By signing this Form, the Reference certifies all information provided is correct.

Signature of Reference Contact

Date Signed

**ATTACHMENT 21
KEY STAFF REFERENCES**

Proposer's Name: _____

Please print clearly or type.

Proposers must use Attachment 21, Key Staff References and submit references that shall substantiate the key staff's expertise and experience in providing services. References must be able to provide an objective assessment of the Key Staff's performance.

- **Proposer must submit three complete, signed Key Staff Reference Forms for the proposed key staff.**
- Submitted references must be for similar services within the last 15 years.
- At least one reference must be from experience used to meet Key Staff Mandatory Qualifications.
- Proposer must not use the same reference more than once.
- Prior to the Proposer using a current SCO State employee as a reference, the Proposer shall contact SCOBids@sco.ca.gov to ensure the current State employee is not a member of the Evaluation Team.

SCO will make up to three attempts to contact each reference during the evaluation period to validate the information provided by the Proposer and to determine the customer's overall satisfaction of the services provided. Therefore, it is the Proposer's responsibility to contact its referenced customers to ensure the contact information provided to SCO is current and that the references will be available during the period of time that SCO will be reviewing proposals.

Proposed Key Staff Name:	
Proposed Key Staff Classification:	
Reference Client Name:	
Reference Contact Name and Title:	
Current Telephone:	Current Email:
Current Address:	
Project Description:	
Key Staff Member's Involvement on this project:	
Approximate Value or Cost of Contract:	\$
Services Provided Begin/End Dates: (MM/DD/YYYY)	

Satisfaction Rating to be Provided by the Key Staff's Reference:

Using the following scale: Rate satisfaction with the Key Staff Member for the services provided.

Rate the key staff member on a scale of 1 to 10 with 10 being completely satisfied.

Include only one number for each question below.

Performance Statements	Rating
Based on the project dates, key staff name, title, and involvement on the project (see attached Key Staff Reference Form) how well does this align with staff role and work completed for your organization?	
Based on your understanding, was the key staff knowledgeable in the specialty they were assigned?	
How would you rate the key staff member's ability to communicate with key project team members?	
How would you rate the key staff member's overall performance and quality of their deliverables and services provided?	
Your willingness to work with the key staff member again, based on your overall satisfaction.	

By signing this Form, the Reference certifies all information provided is correct.

Signature of Reference Contact

Date Signed

,

ATTACHMENT 22 COST WORKSHEET

Proposer's Name: _____
(Please print clearly or type.)

SCO does not expressly or by implication agree that any amount of work will be guaranteed and reserves the right to omit portions of the work as may be deemed necessary. However, the actual costs offered below by the Contractor shall be binding by the Contractor for the term of the Agreement. Any amendments to the Agreement will adhere to amounts offered on the Cost Worksheet, including the utilization of the optional extension(s).

The proposed rate must include all labor, supplies, equipment, travel, per diem, parking fees, vehicle, taxes, insurance, licenses, permit fees, additional fees, and optional support staff (if any) and any other associated cost necessary to provide the services in accordance with Exhibit A, Scope of Work. SCO will not pay for any costs not included in the Agreement Total.

A proposal may be rejected if conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind to the Cost Worksheet.

Agreement Term (18 Months)				
Key Staff Classification	Key Staff Name	Rate per Hour	*Estimated Number of Hours (18 months)	Extended Total
Senior Project Manager			3120	
Senior Project Manager			3120	
Senior Project Manager			3120	
Senior Project Manager			3120	
Senior Project Manager			3120	
Agreement Total Cost				

*Full-time equivalent (FTE) is estimated to be 2080 hours annually and 40 hours per week.

The following table below represents the optional extension. The term of this Agreement shall be for 18 months, with the option to extend the term of this Agreement for up to an additional 18 months.

Optional 18 Month Extension				
Key Staff Classification	Key Staff Name	Rate per Hour	*Estimated Number of Hours (18 months)	Extended Total
Senior Project Manager			3120	
Senior Project Manager			3120	
Senior Project Manager			3120	
Senior Project Manager			3120	
Senior Project Manager			3120	
Optional 18 Month Extension Total				

*Full-time equivalent (FTE) is estimated to be 2080 hours annually and 40 hours per week.

SCOPE OF WORK

A. Description of Services

The Contractor shall provide five Senior Project Managers to support the governance, project planning, project execution, and project implementation for the State Controller's strategic priorities which include four work streams for People, Processes, Technology, and Infrastructure.

The services shall include:

1. One Senior Project Manager (PM) shall manage People, one Senior PM shall manage Processes, one Senior PM shall manage Technology, and one Senior PM shall manage Infrastructure. The Senior PMs shall be responsible for providing project management services to complete each strategic work stream through full transformation.

The workstreams are further described as:

1. People - Workforce development and policy, and performance management,
 2. Processes - Process automation and customer service operations,
 3. Technology – Large-scale IT projects, data management and analytics, and
 4. Infrastructure - Organizational change management, workplace policies, governance, and external communications.
2. One Senior PM for Financial Management shall be assigned to strategic priority sub-initiatives related to accounting and financial management.
 3. The Senior PMs will collaborate and work directly with State Controller's Office (SCO) Executive Leadership and stakeholders.

Agreement Term

The term of this agreement shall be for 18 months, with the option to extend the term of this agreement for up to an additional 18 months, increase the cost at the originally agreed upon hourly rates specified in the Agreement, and increase the number of key staff. The rates in Exhibit B, Attachment 1, Cost Worksheet will not increase as a result of any amendment to this agreement. This Agreement may be terminated by SCO with a 30-day written notice to the Contractor.

Contractors are cautioned that no work will begin until the Agreement has been fully executed. If work is performed prior to agreement approval, and the Agreement for any reason is not approved, all previous work performed by the Contractor is considered donated to SCO and no payment shall be made for that work.

Agreement Amount

The Contractor and SCO representatives are responsible for monitoring the Agreement cost to ensure it does not exceed the maximum amount of the Agreement without an executed amendment.

B. Contractor Responsibilities:

1. SCO requires that all tasks be completed and delivered to the SCO Representative in Section P, Contacts, Item 1 on or before the due dates. All completed tasks, standards, processes, plans, and applicable reference materials must be available to SCO upon request. SCO reserves the right to

request an in-depth written and/or oral presentation of findings and/or recommendations put forth by the Contractor.

2. Table 1 describes the Tasks or Deliverables required under the terms of this agreement.

Table 1: Contractor Tasks

Task Group	Task Title	Task Description	Date Due
1	Monthly Status Reports (MSRs)	<p>1.1 Monthly Status Reports (MSR)</p> <p>The Contractor shall:</p> <p>Prepare and deliver written MSRs. The report period is the previous calendar month. MSRs must include the following information:</p> <ol style="list-style-type: none"> 1. The background, scope, and purpose of services, two activities completed during the report period, 2. Work in progress, 3. Unplanned activities, 4. Activities scheduled for the next report period, 5. Listing of tasks completed during the report period and their status, 6. Concerns and issues, and 7. A financial summary, including budgeted and actual expenses and planned monthly expenditures for this agreement and any revisions (e.g., changes to the spending plan). 	The fifth State business day of each calendar month.
2	Weekly [or Bi-Weekly] Status Reports (WSRs [BWSRs])	<p>2.1 Weekly Status Reports</p> <p>The Contractor shall:</p> <p>Prepare and deliver oral and written WSRs that include an overview of:</p> <ol style="list-style-type: none"> 1. Activities accomplished 2. Upcoming activities 3. Schedule 4. Findings 5. Corrective action planning 6. Issues and risks 7. Lessons learned 8. Recommendations for process improvements 9. Identify strengths, weaknesses, opportunities, 10. and threats (SWOT) <p>The Contractor shall deliver written reports to the SCO Contract Manager assigned to this engagement after weekly oral presentation discussion, which shall include PowerPoint presentations.</p>	As scheduled by the Contract Manager.

Task Group	Task Title	Task Description	Date Due
3	Project Management and Lead Activities	3.1 Governance Support The Contractor shall: <ol style="list-style-type: none"> 1. Support SCO and critical partners in ongoing governance meetings (cadence to be determined). 2. Produce meeting minutes that capture risks, issues, mitigations, action items, and progress toward SCO's Strategic Priorities and initiatives consistent with best practices for project management. 	Per submitted work planned in the MSR
		3.2 Governance Plan, Roles & Responsibilities The Contractor shall develop a Governance Plan which shall identify and document the roles and responsibilities of critical partners and key stakeholders for each strategic work stream.	
		3.3 Decision Making Framework The Contractor shall document agreed-upon decision-making framework and escalation criteria to support the strategic priorities.	
		3.4 Documentation of Critical Work Streams The Contractor shall identify and document critical work streams necessary to achieve strategic priorities, including all interdependencies between SCO and other critical partners.	
		3.5 Issue and Risks Corrective Actions The Contractor shall identify, track, and resolve problems and/or take corrective action when issues and/or risks arise.	
		3.6 Project Management Support The Contractor shall: <ol style="list-style-type: none"> 1. Develop Management Plans according to the Project Management Institute (PMI) best practices, considering the unique needs of SCO and its stakeholders. The plans shall include, but may not be limited to, an Integrated Project Management Plan, Stakeholder Management Plan, Communications Plan, Risk Management Plan, Schedule Management Plan, and a Program and Benefits Management Plan. 	

Task Group	Task Title	Task Description	Date Due
		2. Prepare and deliver project management activities including reviewing and updating project management documentation, plans, and schedules.	
		3.7 Measurement of Objectives and Benefits Achieved The Contractor shall: <ol style="list-style-type: none"> 1. Prepare and deliver the methodology and schedule for measuring business areas that will quantify the degree of the business objectives and benefits achieved after implementation. 2. Define Key Performance Indicators (KPI) for each strategic priority and initiative that are clear, quantifiable, consistent, and timely. The insight gained from the KPI metrics should be relevant, accurate, specific and actionable. 	
		3.8 Meeting Coordination and Scheduling The Contractor shall: Prepare for and/or facilitate meetings with strategic priority stakeholders. Meetings may be virtual or in-person and may include preparing PowerPoint presentations.	
		3.9 Coordinating Written Responses The Contractor shall work with the Contract Manager and/or designee, coordinate written responses in a timely manner.	
4	Knowledge Transfer	4.1 Knowledge Transfer Materials The Contractor shall prepare and deliver all documents and artifacts required for SCO staff to perform ongoing project management activities that include the following: <ol style="list-style-type: none"> 1. Knowledge Transfer Plan 2. Training Materials for SCO Staff 3. Training Sessions for SCO Staff 4. Training Assessments/Further Training of SCO Staff 	Per submitted work planned in the MSR.
		4.2 Knowledge Transfer Topics The Contractor shall provide knowledge transfer to SCO staff for the following topics:	

Task Group	Task Title	Task Description	Date Due
		<ol style="list-style-type: none"> 1. Governance support, roles, and responsibilities 2. Decision-making frameworks 3. Risk and Issues Management 4. Strategic Priority Planning 5. Schedule maintenance 	
		<p>4.3 Knowledge Transfer Training</p> <p>The Contractor shall:</p> <ol style="list-style-type: none"> 1. Conduct knowledge transfer training sessions. 2. Create and deliver knowledge transfer materials such as procedures, presentations, and video recordings. 	
5	Final Report	<p>5.1 Final Report</p> <p>The Contractor shall develop and submit a Final Report. The report shall detail contract activities, accomplishments, a budget summary, lessons learned, and suggestions for improvement.</p>	10 State business days prior to agreement term end date.

3. The Contractor shall:

- a. Attend meetings in person, when necessary, and support SCO at 3301 C St., Sacramento, CA 95816 (The Park). Contractor staff shall be responsible for travel arrangements and for expenses incurred to and from The Park location, at the time and date scheduled with the Contract Manager. SCO shall provide up to five business days advance notice of a required in-person meeting.
- b. Designate a contract manager to whom all communications are addressed and who has the authority to act on all aspects of the services—this person will review the Agreement and associated documents with SCO Executive Management or their designee to ensure understanding of the responsibilities of both parties.
- c. Comply with all applicable SCO policies and procedures.
- d. Retain independence and avoid undue influence by any internal or external entity while advising the SCO Executive Management team.
- e. Contact the SCO Contract Manager listed in Section P. Contacts, Item 1. to verify contractor staff credentials and to enable the laptop upon receipt of the SCO laptop and RSA hard token. Be responsible for the care of the laptop and use it only for SCO-related business.
- f. Connect only a Bluetooth mouse, keyboard, and other SCO-approved peripherals to the SCO laptop.
- g. Not insert a Universal Serial Bus (USB), external hard drive, or any other storage devices into the SCO laptop.
- h. Return all SCO property, including security badges and computer equipment prior to the expiration date of the Agreement.

- i. Provide draft results and to incorporate, as appropriate, comments provided by SCO Executive Management—the Contractor should expect to conduct walkthroughs to discuss preliminary and draft results of their work.

C. Contractor Tasks and Reporting Requirements

SCO requires that all reports be completed and delivered to SCO on or before the due date. Due dates will be established by mutual agreement, and in writing, after agreement execution. All reports, standards, processes, plans, and applicable reference materials must be available to SCO upon request. For all tasks, SCO reserves the right to request an in-depth written and oral presentation of findings and recommendations put forth by the Contractor.

1. Work with various external vendors in addition to state staff and various stakeholders.
2. Attend scheduled meetings and provide presentations as required.
3. Promptly notify the SCO Contract Manager in writing of events or proposed changes that could affect the scope, budget, or schedule of work performed under this agreement.
4. Perform work virtually unless otherwise agreed upon by the parties during normal business hours 8:00 a.m. to 5:00 p.m. Pacific Time (PT) Monday through Friday, except State holidays. For a list of holidays which SCO observes, go to the following link: www.calhr.ca.gov/employees/pages/state-holidays.aspx.
5. For project-related activities, the Contractor must provide the ability to interact with state staff virtually via Microsoft Teams. Contractor staff that are required to telework may be notified to report to the SCO office or designated location with five days advance notice.
6. The Contractor's staff may be required to read and/or complete standard SCO documents (i.e., LiveScan, Policy Acknowledgement, Technology Resources, Zero Tolerance for Discrimination, etc.), during the term of the Agreement. These additional documents will be presented to the Contractor's staff by SCO and any expenses or delays that are related to processing these required documents are SCO responsibility.

D. General Service Requirements

1. Document Format: Unless explicitly stated otherwise in Exhibit A, all required documentation will be provided in a format compatible with SCO standard applications (Microsoft Office). For the reports identified in Section B. Table 1., the format and content must be pre-approved by SCO Executive Management.
2. Electronic versions will be stored in an SCO-designated central repository and remain the sole property of SCO. The delivery media will be compatible with SCO storage devices.

E. Kickoff Meeting

Within 15 business days of Agreement execution, the Contractor shall conduct a kickoff meeting with the SCO team to:

1. Review the details of the Scope of Work (SOW) to ensure a clear understanding of the goals and expectations.
2. Review the roles and responsibilities of the Contractor and SCO staff.

3. Review the tasks and schedule and coordinate a high-level review.
4. Discuss critical factors that may impact workload.
5. Review administrative and reporting requirements.
6. Discuss and agree upon the process for communicating issues, risks, and status.
7. Discuss and agree upon the approach to tracking and managing performance and results.
8. Introduce contractor staff.

F. Performance Review and Acceptance Criteria

It shall be the sole determination of SCO as to whether the Contractor's performance has been successfully completed and is acceptable to SCO.

1. Process:
 - a) The Contractor shall complete assigned tasks and deliver any required documentation to SCO Executive Management by the written agreed-upon date for review.
 - b) SCO Executive Management documentation review time shall not be more than 10 business days, except when there is another written mutually agreed-upon time frame. Business days are Monday through Friday, 8:00 a.m. to 5:00 p.m. PT excluding the California state holidays listed at: <http://www.calhr.ca.gov/employees/pages/state-holidays.aspx>.
 - c) SCO Executive Management shall provide written notification to the Contractor of any required revisions. The Contractor shall review the SCO written response, make appropriate adjustments, and submit to SCO Executive Management for acceptance within three business days of receiving revision requests.
 - d) After considering the scope of the changes, SCO Executive Management may, at their discretion, allow a period longer than three business days, which shall be confirmed in writing.
 - e) After receipt of the revised documents, SCO Executive Management review time must not be more than five business days unless another, written mutually agreed-upon time frame has been determined.
 - f) The Contractor shall not change a report that has been accepted by SCO Executive Management without SCO Executive Management written approval.

G. Performance Not Meeting Requirements

Should the work performed, or the work product produced by the Contractor fail to meet the minimum state requirements or other applicable standards, specifications, or guidelines, the following resolution process will be employed except as superseded by other binding processes. Project documentation that does not meet agreement requirements will be returned to the Contractor as incomplete.

1. SCO Executive Management must notify the Contractor in writing within 10 business days after receipt of the unsatisfactory work performed or work product produced, about any acceptance problems by identifying the specific inadequacies and/or failures in the services performed and/or the products produced by the Contractor.

2. Within five business days after initial problem notification, the Contractor shall respond to SCO Executive Management by submitting a detailed explanation that describes how the identified services and products actually adhere to and satisfy all applicable requirements, and/or a proposed corrective action plan to address the specific inadequacies or failures in the identified services or products. Failure by the Contractor to respond to SCO Executive Management's initial problem notification within the required time limits may result in payment delays, or immediate agreement termination. In the event of such termination, SCO must pay all amounts due to the Contractor at SCO Executive Management's direction for all work accepted prior to termination.
3. SCO Executive Management shall, within five business days after receipt of the Contractor's detailed explanation or proposed corrective action plan, notify the Contractor in writing whether they accept or reject the explanation and plan. If SCO Executive Management rejects the explanation and plan, the Contractor shall submit a revised corrective action plan within three business days of notification of rejection. Failure by the Contractor to respond to SCO Executive Management's notification of rejection by submitting a revised corrective action plan within the required time limits may result in immediate agreement termination. In the event of such termination, SCO shall pay all amounts due to the Contractor at SCO Executive Management's direction for all work accepted prior to termination.
4. SCO Executive Management shall notify the Contractor in writing whether the revised corrective action plan proposed by the Contractor is accepted or rejected, within five business days of receiving the revised plan. Rejection of the revised corrective action plan may result in immediate agreement termination. In the event of such termination, SCO must pay all amounts due to the Contractor at SCO Executive Management's direction for all work accepted prior to termination.

H. Contractor Staff Changes

1. The Contractor must commit to the continuing availability and participation of the qualified staff filling staff responsibilities, to the extent of the Contractor's control for the duration of the agreement. The Contractor shall not request the State's mutual agreement for Contractor staff changes for a period of 12 months after the Effective Date of this agreement.
2. SCO recognizes that the Contractor's staff may be unavailable due to circumstances beyond the Contractor's control such as illness, an extended leave of absence, death, termination, resignation, or other factors beyond the Contractor's control. However, the Contractor shall make its best efforts to ensure staff continuity throughout the term of the Agreement.
3. In the event contractor staff are unable to perform his or her duties due to illness, resignation, or other factors beyond the Contractor's control, the Contractor shall make every effort to provide suitable replacement staff with equivalent knowledge, skill set and experience.
4. The Contractor shall remove any staff or subcontractors who, in the opinion of the State, have engaged in improper conduct.
5. In the event either party identifies a performance issue with a contractor staff, the identifying party must contact the other party within two business days.
6. The identifying party must document the performance issues, discuss the issues with the other party, and together, they shall determine the best approach for resolving the issues.
7. Replacement or additional contractor staff must be the same classifications identified in this agreement.
8. Contractor Staff Replacement and/or Additions

- a. The SCO Contract Manager shall approve any changes to the Contractor's staff before replacement of a staff member. This includes any changes that occur between the submission of the Contractor's offer and the initiation of the Agreement. The Contractor shall not add or replace key staff without prior notification to the SCO Contract Manager.
- b. The Contractor shall notify SCO in writing within 14 business days of the event and provide SCO with at least one replacement candidate that meets or exceeds the same qualifications and experience met by the key staff being replaced (which was scored by SCO as part of the Proposal) and pass a background check.
- c. SCO will assess replacement candidates based on the criteria set forth in Request for Proposal (RFP) EEOS90524. The Contractor shall assign SCO-selected replacement(s) to the Project Management and Governance Support Agreement upon SCO written approval of the Contractor's replacement(s) after a review period, which includes interviewing offered replacement staff, reference checks, and a background check. Under no circumstances shall the Contractor replace selected staff unless SCO agrees in writing to such replacement.
- d. SCO shall not compensate the Contractor for any time or effort required to prepare the new staff member for work on the Project.
- e. SCO, for cause, reserves the right to require the Contractor to replace a key staff member at any time. SCO will notify the Contractor in writing when exercising that right, providing the Contractor with the cause. The Contractor, within 14 business days of such notification, shall provide a replacement candidate who meets or exceeds the requirements as defined in RFP EEOS90524.
- f. If SCO rejects the offered key staff, the Contractor shall provide another viable key staff within 14 calendar days.
- g. If a qualified key staff is not identified within 14 calendar days of rejection, the Contractor shall be in material breach of the Agreement unless the Contractor submits a written request for an extension and SCO provides written approval before the deadline.
- h. The Contractor shall propose an acceptable key staff replacement at the same hourly rate as the original offered staff.
- i. SCO, or the Contractor, may request to add or replace staff by mutual agreement and with an executed amendment to the Agreement.
- j. Within 14 calendar days of a request to add or replace key staff, the Contractor shall submit the following items to the SCO Contract Manager:
 - i. Exhibit A, Attachment 1, Key Staff Change Order Request Form.
 - ii. Exhibit A, Attachment 2, Key Staff Reference Form.
 - iii. Required resume, licenses, certifications, and degrees that substantiate how a particular Key Staff Qualification is met.
 - iv. The proposed staff's work email and direct phone number. This information is needed for SCO to schedule the Live Scan.
- k. SCO shall have the ability to interview the offered staff prior to approval or rejection of the proposed staff change.

- l. If SCO rejects the offered staff, the Contractor shall provide SCO with another viable staff within 14 calendar days.
- m. If a qualified key staff is not identified within 14 calendar days of rejection, the Contractor shall be in material breach of the Agreement unless the Contractor submits a written request for an extension and SCO provides written approval before the deadline.
- n. If the offered staff is acceptable to SCO, the SCO Representative shall sign the Exhibit A, Attachment 1, Key Staff Change Order Request Form and submit it to the Contractor Representative for signature.
- o. Upon receipt of a signed Key Staff Change Order Request Form, SCO will process an amendment to the Agreement and schedule a Live Scan background check as described in Section K. Background Checks. The proposed staff must pass the background check.
- p. Upon passing Live Scan, the SCO Representative will submit approval to the Contractor.

I. Subcontractors

- 1. The Contractor may, with prior written permission from SCO, enter into subcontracts with third parties for the performance of any part of Contractor's duties and obligations.
- 2. The Contractor is responsible and liable for the proper performance of, and the quality of any work performed by any and all subcontractors.
- 3. The State reserves the right to reject or refuse admission to any contractor or subcontractor staff whose workmanship, in the reasonable judgment of SCO, is deemed substandard.
- 4. In no event shall the existence of a subcontract operate to release or reduce the liability of the Contractor to SCO for any breach in the performance of the Contractor's duties.
- 5. In connection with a request to SCO to approve a subcontractor, the Contractor shall provide a copy of the Subcontractor's Certificate of Good Standing issued by the California Secretary of State and a Bidder Declaration (Written) GSPD-105-05.
- 6. Due to privity of agreement between the State and the Contractor, it is the complete responsibility of the Contractor to hold their subcontractors (permitted by SCO) subject to the applicable requirements of this agreement.
- 7. Any agreement between the Contractor and its subcontractors shall require the Subcontractors to adhere to the same performance standards and other standards required of the Contractor as applicable to the Subcontractor's service.
- 8. In accordance with California GC Section 14837(d) and California Military and Veterans Code Section 999, all Small Business (SB) and Disabled Veteran Business Enterprise (DVBE) contractors, subcontractors, and suppliers that bid on or participate in a State agreement, regardless of being an oral or written solicitation, shall perform a Commercially Useful Function (CUF).

J. Subcontractor Changes

- 1. The Contractor shall provide SCO 14 business days' advance notice of subcontractor termination. The notice shall document the change, the reason for the change and the effective date of the change.

2. The Contractor shall obtain SCO approval to any subcontractor changes prior to the termination of the existing subcontractor(s) and retention of the new subcontractor(s). This also includes any changes made between submittal of the Proposal and actual start of the Agreement.
3. All replacement subcontractor(s) shall meet all requirements of this agreement.
4. For DVBE subcontractor changes, the Contractor shall use another California (CA) certified DVBE subcontractor approved by DGS, Office of Small Business and Disabled Veterans (OSDS) and shall perform a CUF.
5. For SB subcontractor changes, the Contractor shall use another CA certified SB subcontractor and shall perform a CUF.
6. SCO shall not compensate the Contractor for any of the Contractor's time or effort to educate or otherwise make the new subcontractor(s) ready to begin work on the Agreement.

K. Background Checks

1. The Contractor's staff shall be required to complete and pass a Live Scan background check prior to starting work and receiving an SCO asset and permission to access the SCO network. SCO provides all necessary background check forms and location information for each offered staff to complete the process.
 - a. If offered staff are located in the Sacramento area, they must be fingerprinted at SCO.
 - b. If offered staff are located outside the Sacramento area, but in California, they may go to a Live Scan location of their choosing.
 - c. If offered staff are located outside of California, they must go to a local law enforcement agency or to another entity licensed to roll fingerprints and request completion of a standard FBI applicant fingerprint card (FD-258), provided by SCO.
 - d. Offered staff shall mail the completed forms and FD-258 back to SCO via the United States Postal Service (USPS).
2. If a Contractor's offered staff does not pass the Live Scan background check process, the Contractor must follow the process outlined in Section H. Contractor Staff Changes.
3. The Contractor shall ensure that each offered staff under the Agreement is made aware of, understands, and complies with the provisions of SCO Live Scan background checks. Any additional or replacement individuals added to the Agreement will be subject to the same terms.
4. SCO shall not compensate the Contractor for any time or effort required to prepare the new staff member for work on the project. The Contractor shall recover and return any state-issued identification card or equipment provided to the Contractor's employee(s) upon their departure or termination, if applicable.

L. Requirement to Sign Confidentiality Statements

To preserve the integrity of the security and confidentiality measures integrated into SCO and the Project Management and Governance Support Agreement, each contractor and subcontractor is required to sign a Conflict of Interest and Confidentiality Statement. Similarly, any contractor and subcontractor and each of their employees engaging in services to SCO related to this agreement, requiring them to come into contact with confidential agency information, will be required to exercise security precautions for such data. Each of the employees of the successful Contractor, and any subcontractors and their employees, must sign a Conflict of Interest and Confidentiality Statement, formal compliance agreements regarding

confidentiality and non-disclosure prior to commencing work identified in this agreement.

M. Requirement to File a Statement of Economic Interests

In accordance with Title 22, California Code of Regulations, Section 123000, the consultant Contractor is required to complete a Statement of Economic Interests (Form 700) on an annual basis.

Upon award and prior to beginning work, the Contractor's Contract Manager and any professional-level employees and subcontractors engaged in performing the consulting tasks described in this agreement must submit a completed Form 700 to SCO Executive Management.

On an annual basis during the term of this agreement, the Contractor and the same individual and any new professional-level personnel or subcontractors must complete and submit a new Form 700. All subsequent forms must be received before the expiration of the initial Form 700. Noncompliance may be cause for termination of this agreement.

N. SCO Responsibilities

SCO shall:

1. Coordinate with the Contractor to provide a schedule in meeting the objectives of this agreement.
2. Provide access to project documents as necessary for the Contractor to complete the activities identified in Exhibit A.
3. Provide a SCO Contract Manager to whom all Contractor communications will be addressed and who has the authority to act on all aspects of the services—this person shall review the Agreement and associated documents with the Contractor to ensure understanding of the responsibilities of both parties. The SCO Contract Manager will regularly monitor the services provided to determine if the services meet the requirements of this agreement.
4. Coordinate tasks and activities in the completion of all identified tasks.
5. Provide Contractor staff with SCO laptop and software necessary to perform all tasks.
6. Provide staff knowledgeable in program areas.
7. Provide staff authorized to make decisions regarding state processes.
8. Arrange access to state documents, teams, and subject matter experts.
9. Furnish office space when at SCO locations for the duration of the Agreement to include desk, chair, telephone, personal computer, printer access, Internet connection, and a facility in which to conduct any necessary meetings.
10. Determine the return date of the laptop and communicate that with the Contractor's Contract Manager listed in Section P. Contacts, Item 1.
11. Log into the laptop and wipe it clean upon receiving the 24-hour notification from the Contractor that the laptop is ready to be shipped back.

O. Travel

Travel expenses, which include parking fees, associated vehicle costs, tolls, and airfare incurred are at the expense of the Contractor and shall not be reimbursed by SCO.

P. Contacts

1. Project contacts during the term of the Agreement:

State Controller's Office	Contractor
Name: TBD	Name: TBD
Address:	Address:
Phone:	Phone:
Email:	Email:

2. Direct all agreement inquiries to:

State Controller's Office	Contractor
Name: TBD	Name: TBD
Address:	Address:
Phone:	Phone:
Email:	Email:

3. Contacts may be changed upon written notice to either party without need of an agreement amendment.

KEY STAFF CHANGE ORDER REQUEST FORM

Contractor Name		Agreement Number		
Key Staff To Be Added	Key Staff Replaced	Role	Hourly Rate	Effective Date
Key Staff to be Deleted	Effective Date	Reason		
Description of Change				
Resume, Licenses, Certifications, and Degrees Attached (Yes or No)				
Key Staff Reference Form Attached? (Yes or No):				
<p>Approval:</p> <p>Changes identified above are in accordance with the terms and condition of the Agreement. By signing below, the Contractor Official has confirmed that the offered staff meets any requirements listed in the Scope of Work (SOW). The SCO Contract Manager's signature below indicates confirmation that the offered key staff meets the requirements listed in the SOW.</p>				
SCO Contract Manager Approval		Contractor Approval		
Print Name		Print Name and Title		
Signature		Signature		
Date		Date		

KEY STAFF REFERENCE FORM

The Contractor shall submit three completed Exhibit A, Attachment 2, Key Staff Reference Forms, for the Proposed Replacement/Additional Key Staff. References must support the intent of the Agreement and be able to provide an objective assessment of the Proposed Replacement/Additional Key Staff's performance. The references cannot be current employees of the Contractor's company. No reference, project, or contact name may be used more than once per identified Key Staff.

Proposed Key Staff Name:		
Proposed Key Staff Classification:		
Reference Client Name:		
Reference Contact Name and Title:		
Current Telephone:	Current Telephone:	
Current Address:		
Project Description:		
Key Staff Member's Involvement on this project:		
Approximate Value or Cost of Contract:	\$	
Services Provided Begin/End Dates: (MM/DD/YYYY)	Services Provided Begin/End Dates: (MM/DD/YYYY)	Services Provided Begin/End Dates: (MM/DD/YYYY)

BUDGET DETAIL AND PAYMENT PROVISIONS

A. Invoicing and Payment

1. For services satisfactorily rendered, and upon receipt and approval of invoices, SCO agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified in Exhibit B, Attachment 1, Cost Worksheet.
2. Itemized invoices shall be submitted on Contractor's letterhead not more frequently than monthly, in arrears and must include:
 - Agreement Number **CEOS90524**
 - Contractor's name, address, and telephone number
 - Staff name
 - Hourly Rate
 - Dates and Hours of Service
 - Monthly Activity Report
 - Total amount payable for each invoice

If submitting electronically, send one PDF copy to ADMAP@sco.ca.gov.

If invoices cannot be submitted electronically, please mail one copy to:

State Controller's Office
Departmental Accounting Office
P.O. Box 942850
Sacramento, CA 94250-0001

Invoice inquiries: ADMAP@sco.ca.gov.

B. Budget Contingency Clause

1. It is mutually agreed that if the California State Budget Act for the current year and/or any subsequent fiscal years covered under this agreement does not appropriate sufficient funds for the Project, this agreement shall be of no further force and effect. In this event, SCO 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.
2. If funding for the purposes of this Project is reduced or deleted for any fiscal year by the California State Budget Act, SCO shall have the option to either cancel this agreement with no liability occurring to SCO or offer an agreement amendment to Contractor to reflect the reduced amount.

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 et seq.

D. Disabled Veteran Business Enterprise (DVBE) Subcontractor Authorization to Withhold \$10,000

SCO is authorized to withhold \$10,000, or full payment if less than \$10,000, from a prime contractor's final payment pending receipt of a complete and accurate Prime Contractor's Certification – DVBE Subcontracting Report STD 817. The report must be received within 60 days of the Agreement expiration date.

COST WORKSHEET

The Cost Worksheet shall be inserted here at agreement.

**GENERAL TERMS AND CONDITIONS
(GTC 04/2017)**

Exhibit C, General Terms and Conditions (GTC 04/2017) shall be incorporated by reference and made part of the Agreement as if attached hereto. The General Terms and Conditions (GTC 04/2017) can be viewed at:

<https://www.dgs.ca.gov/-/media/Divisions/OLS/Resources/CCC-042017.pdf?la=en&hash=4DE3E4DC414511AE378794200BA43EBF91C758EE>

If you do not have internet access, a hard copy can be provided.

SPECIAL TERMS AND CONDITIONS

A. Insurance Requirements

The Contractor shall display evidence of the following coverage on an Acord certificate:

1. Commercial General Liability Insurance – The Contractor shall maintain general liability on an occurrence form with limits not less than \$1 million per occurrence for bodily injury and property damage liability combined with a \$2 million annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured agreement. 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 shall include the State of California, its officers, agents, employees, and Adval Properties dba AKT Properties** as additional insured's. The additional insured endorsement must be provided.
2. Workers' Compensation and Employer's Liability – The Contractor shall maintain statutory workers' compensation insurance issued and shall furnish to SCO a certificate of insurance evidencing workers' compensation insurance and employer's liability for all its employees who will be engaged in the performance of the Agreement. In addition, employer's liability limits of \$1 million are required. By signing this agreement, the Contractor acknowledges compliance with these regulations. **A Waiver of Subrogation or Right to Recover endorsement in favor of the State of California, State Controller's Office must be attached to the certificate.**
3. Automobile Liability - Contractor shall maintain motor vehicle liability with limits not less than \$1 million combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles. Should the scope of the Agreement involve transportation of hazardous materials, evidence of an MCS-90 endorsement or its equivalent is required. **The policy must name The State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the Agreement.** This may be satisfied by a blanket endorsement. If contractor will not have any commercially owned vehicles used during the life of this agreement, by signing this agreement, the Contractor certifies that the Contractor and any employees, subcontractors or servants possess valid automobile coverage in accordance with California Vehicle Code Sections 16450 to 16457, inclusive. The State reserves the right to request proof at any time.
4. Professional Liability – insurance with a limit of no less than \$1 million per claim and \$2 million aggregate. The policy shall cover any damages caused by an error, omission, or any negligent acts. If this coverage is written on a claim made coverage form the certificate must show the policy retroactive date, which must be no later than the date of agreement execution or the date work under the Agreement begins.

The certificate of insurance must include the following general provisions stating:

1. The Contractor shall comply with all requirements outlined in Insurance Requirements and General Provisions. No payments will be made under this agreement until contractor fully complies with all requirements.
2. Coverage Term – Coverage needs to be in force for the complete term of the Agreement. If insurance expires during the term of the Agreement, a new certificate must be received by SCO within 10 days of the expiration of this insurance. Any new insurance must comply with the original agreement terms of the Agreement.

3. Policy Cancellation or Termination & Notice of Non-Renewal – The Contractor is responsible to notify the State within five business days of any cancellation, non-renewal, or material change that affects required insurance coverage. Certificates of insurance are subject to the approval of the Department of General Services (DGS) and the Contractor agrees no work or services will be performed prior to obtaining such approval. In the event the Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this agreement upon the occurrence of such event, subject to the provisions of this agreement.
4. Premiums, Assessments and Deductible – The Contractor is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within their insurance program. SCO will not be responsible for any premiums or assessment on the policy.
5. Primary Clause – Any required insurance contained in this agreement shall be primary, and not excess or contributory, to any other insurance carried by the State.
6. Insurance Carrier Required Rating – All insurance companies must carry an AM Best rating of at least "A-" with a financial category rating of no lower than VII. If the Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
7. 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.
8. Inadequate Insurance – Inadequate or lack of insurance does not negate the Contractor's obligations under the Agreement.
9. Subcontractors – In the case of the Contractor's utilization of subcontractors to complete the contracted scope of work, the Contractor shall include all subcontractors as insured's under the Contractor's insurance or supply evidence of subcontractor's insurance to the State equal to policies, coverages and limits required of the Contractor.
10. Available Coverage/Limits – All coverage and limits available to the Contractor shall also be available and applicable to the State.
11. Satisfying an SIR – All insurance required by this agreement 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.

B. Licenses and Permits

The Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this agreement.

If you are a contractor located within the State of California, a business license from the city/county in which you are headquartered is necessary; however, if you are a corporation, a copy of your incorporation documents/letter from the Secretary of State's Office can be submitted. If you are a contractor outside the State of California, you will need to submit to SCO a copy of your business license or incorporation papers for your respective state showing that your company is in good standing in that state.

In the event, any license(s) and/or permit(s) expire at any time during the term of this agreement; the Contractor agrees to provide SCO a copy of the renewed license(s) and/or permit(s) within 30 days following the expiration date. In the event the Contractor fails to keep in effect at all times all required

license(s) and permit(s), SCO may, in addition to any other remedies it may have, terminate this agreement upon occurrence of such event.

C. Excise Tax

The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this agreement. California may pay any applicable sales and use tax imposed by another state.

D. Settlement of Disputes

In the event of a dispute, the Contractor shall file a "Notice of Dispute" with the State Controller's Office, Chief Legal Counsel, within 10 days of discovery of the problem. Within 10 days, the State Controller's Office, Chief Legal Counsel shall meet with the Contractor and Project Manager for purposes of resolving the dispute. The decision of the Chief Legal Counsel shall be final.

In the event of a dispute, the language contained within this agreement shall prevail over any other language including that of the solicitation.

E. Potential Subcontractors

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

F. Notification of Personnel Changes

SCO Project Representatives shall approve any changes to the Contractor's key personnel before replacement. The Contractor shall notify in writing within 14 calendar days of the event and shall provide a reason for replacement. SCO reserves the right to request a statement from the staff who is being replaced to confirm the reason for replacement. All replacement key personnel must meet the minimum requirements as stated in this agreement. SCO shall not compensate the Contractor for any time or effort required to prepare the new staff member for work on the project. In addition, contractor must recover and return any State-issued identification card provided to the Contractor's employee(s) upon their departure or termination.

G. Prohibition of Tax Delinquents from Contracting

The State of California is prohibited from entering into any agreements for services with persons whose name appears on either list of the 500 largest tax delinquencies pursuant to Sections 7063 and 19195 of the Revenue and Taxation Code (RTC) and Public Contract Code (PCC) Section 10295.4.

The Contractor certifies that it is not included on either the California Franchise Tax Board's (FTB) or on the California Department of Tax and Fee Administration's (CDTFA) lists, that can be found at:

FTB: <https://www.ftb.ca.gov/about-ftb/newsroom/tax-news/may-2018/top-500-delinquents-taxpayers-list.html>

CDTFA: <https://www.cdtfa.ca.gov/taxes-and-fees/top500.htm>

H. Civil Rights Certifications

PCC section 2010 requires contractors on agreements of \$100,000 or more to certify that they are in compliance with various civil rights laws.

I. Darfur Contracting Act

PCC sections 10475 et seq., the Darfur Contracting Act of 2008, establish restrictions against contracting with contractors doing certain types of business in Sudan. The Act sets forth criteria to determine if a vendor is a "scrutinized company" and therefore ineligible to bid on or submit a bid, proposal, or offer for State agreements. When a company submitting a bid, proposal, or offer has or within the previous three years has had business activities or other operations outside the United States, they must execute a certification stating they are not a scrutinized company as defined, or demonstrate they obtained permission under the statute. [PCC §§ 10478, 10477(b)]. The Act includes penalties for false certifications. (PCC § 10479.)

J. Iran Contracting Act Certification

Pursuant to the Iran Contracting Act of 2010 (PCC Sections 2200 through 2208 are "the Act"), vendors are ineligible to bid on, submit a bid, proposal, or offer for, enter into, or renew any agreement with the State for goods or services of \$1 million or more if the vendor engages in investment activities in Iran, as defined in the Act.

The Contractor certifies that it is not on the current list of Entities Prohibited from Contracting with Public Entities in California per the Act found at: <https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-Ineligible-Businesses>

K. Economic Sanctions on Russia

Ensure compliance with economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law (collectively, economic sanctions) including by refraining from new investments in, and financial transactions with, Russian institutions or companies that are headquartered or have their principal place of business in Russia (Russian entities), and not transferring technology to Russia or Russian entities. The Contractor is further notified that they will be subject to additional reporting requirements pursuant to Executive Order (N-6-22) issued by Governor Gavin Newsom on March 4, 2022.

The Contractor certifies that it is not on the U.S. Department of Treasury, Office of Foreign Assets Control (OFAC) Sanctions List found at:

<https://sanctionssearch.ofac.treas.gov/>

L. Evaluation of Contractor

Performance of the Contractor under this agreement will be evaluated. The evaluation shall be prepared on Contract/Contractor Evaluation Sheet (STD 4) and maintained in the Agreement file. For consultant agreements, a copy of the evaluation will be sent to the Department of General Services (DGS), Office of Legal Services, if it is negative and over \$5,000.

M. Follow-Agreements

Per PCC Section 10365.5 "No person, firm, or subsidiary thereof who has been awarded a consulting services contract may submit a bid for, nor be awarded a contract for, the provision of services, procurement of goods or supplies, or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of the consulting services contract." SCM Vol. 1, defines the term "consulting services" with respect to state contracts.

N. Exclusion for Conflict of Interest

No consultant shall be paid out of State funds for developing recommendations on the acquisition of IT goods or services, or assisting in the preparation of a feasibility study, if that consultant is to be a source of such acquisition or would otherwise directly and/or materially benefit from the State adoption of such recommendations or the course of action recommended in the feasibility study. Further, no consultant shall be paid out of State funds for developing recommendations on the disposal of State surplus IT products if that consultant would directly and/or materially benefit from State adoption of such recommendation.

O. Background Checks

During the term of the Agreement, the Contractor must notify SCO immediately upon becoming aware of any of their staff being arrested or convicted of a criminal violation not previously documented as part of the initial background check. The Contractor shall, at the request of SCO, immediately remove the relevant person(s) from conducting duties related to the Agreement at no cost to SCO. Failure to replace person(s) promptly is grounds for termination, if necessary, pursuant to Section 7 of the General Terms and Conditions (GTC 04/2017), Termination for Cause. Any additional or replacement staff added to the Agreement will be subject to the same terms.

The Contractor shall bear the risk and potential penalties of delays resulting from the removal of their staff. If the Contractor fails to notify SCO, SCO has the right to terminate the Agreement for cause.

P. Requirement for Security Training and Awareness

To preserve the integrity of the security and confidentiality measures integrated into SCO, each of the employees of the successful Contractor and any subcontractors and their employees utilizing SCO devices must take SCO Security Awareness and Training prior to commencing work identified in this agreement.

Q. Proprietary Rights

Neither party's ownership rights, including but not limited to, any intellectual property rights in or used by the Contractor to perform the Services nor any intellectual property rights in or to client's data, shall be transferred pursuant to this agreement. This section shall survive termination of this agreement.

R. Audit Language

The Contractor agrees that SCO or the Bureau of State Audits or its designated representative, shall have an absolute right of access to all of the Contractor's records, files, documents, accounts, and financial affairs as deemed necessary for the purpose of conducting an audit to determine compliance with the terms and conditions of this agreement. The Contractor shall provide the auditor(s) with any relevant information requested without unnecessary delay and, on reasonable notice, permit access to its premises during normal business hours for the purpose of interviewing staff and inspecting and copying such books, records, accounts, and any other material as warranted to conduct the audit. The Contractor further agrees to maintain such records for a period of three years after final payment is made on this contract or three years after resolution of all issues that may arise as a result of any litigation, claim, negotiation, or audit

related to the Agreement, whichever is later. The State agrees to treat as confidential any proprietary information obtained as a part of any such audit.

S. Information Technology, Data, and Security

1. SCO Data and Resource Ownership

- a. All data, resources and materials provided by SCO shall remain the sole and exclusive property of SCO, including all applicable rights to patents, copyrights, trademarks, trade secrets or other proprietary property rights. Additionally, all rights, titles and interest in and to any data and materials relating to SCO business will remain the property of SCO whether or not supplied to Contractor. Nothing in this agreement shall be construed as conveying any rights or interest in the data, resource or material to Contractor. Contractor shall not utilize, retain, or transfer SCO data, resources or materials to any individual or entity without the express written permission of SCO.
- b. Upon termination of this agreement, the Contractor agrees to provide the data or material to SCO, or, at SCO request, certify in writing that said data or material in all formats in the Contractor's (and the Contractor's employees, agents, and subcontractors) custody, has been destroyed in compliance with NIST SP 800-88.

2. Access Control

- c. All individuals accessing, processing, or manipulating SCO data shall utilize an SCO managed device that meets the SCO's security standards and configurations. These devices include, but are not limited to, laptops, desktops, mobile devices, or any other computing equipment provided by SCO for business purposes, unless prior approval has been obtained from the SCO Contract Owner, SCO Chief Information Officer (CIO) and the SCO Chief Information Security Officer (CISO).
- d. In exceptional circumstances where the use of a non-SCO managed device is utilized to interact with SCO data without direct interaction with the SCO environment, the Contractor must adhere to additional security requirements as defined by SCO.
- e. The Contractor must ensure the continuous logging, monitoring, and auditing of SCO Data in the Contractor environment.
- f. The Contractor (and the Contractor's agents or subcontractors) shall allow SCO access to security logs, latency statistics, and other related security data that affect this agreement and SCO data and resources, at no cost to SCO.

3. Data Classification and Handling

- a. All data categorized as anything other than "public" by SCO and made available to the Contractor in order to carry out this agreement, or which becomes available to the Contractor in carrying out this agreement, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as specified in this agreement.
- b. The Contractor shall not be required to keep SCO data confidential that is or becomes publicly available, is already rightfully in Contractor's possession, is independently developed by Contractor outside the scope of this agreement or is rightfully obtained from third parties.
- c. The Contractor receiving SCO data agrees that the data obtained will be kept in the strictest confidence. The Contractor receiving SCO data recognizes it's their responsibility to protect the

confidentiality of the data in their custody as provided by law and ensure that such data is disclosed only to those individuals and for such purposes as are authorized by law and this agreement.

- d. The Contractor employees, agents, and subcontractors who may have access to SCO data will be required to have on file annually a signed confidentiality statement, approved by SCO, attesting to the fact that he/she is aware of the data categorization and the penalties for unauthorized disclosure thereof under applicable state and federal law.
- e. The Contractor receiving SCO data shall take all necessary measures to ensure the integrity of the SCO data. This includes implementing appropriate security controls, such as encryption, data validation, and monitoring, to prevent unauthorized modification or tampering of the data.
- f. The Contractor receiving SCO data shall implement a Role-Based Access Control (RBAC) methods that identify the access rights and permissions for staff members based on their designated roles and responsibilities.
- g. The Contractor shall adhere to the principle of least privilege, which means that staff members shall only be granted access privileges necessary to fulfill their job requirements.
- h. The Contractor shall maintain an Access Control List (ACL) that outlines the authorized users with privileges to access SCO-specific systems, networks, or data. The ACL shall be regularly reviewed, updated, and documented to ensure accuracy and adherence to RBAC and the principle of least privilege.
- i. The Contractor shall implement Separation of Duties (SoD) to prevent any single individual from having excessive control over sensitive SCO data. SoD ensures that different tasks and responsibilities related to the handling of SCO data are assigned to multiple individuals.
- j. The Contractor shall maintain a collaborative Data Control Log (DCL) as a part of their data control and transparency measures. The DCL should comprehensively capture crucial details prior to the transfer of SCO data to the third-party environment. These details include the document name, third-party business justification, third-party storage location, and users being granted access (must be on the ACL).
- k. The Contractor shall be required to log all interactions with SCO Data in the third-party environment. The logging mechanism should capture relevant details such as the date, time, user ID, activity performed, and the SCO data accessed or modified.
- l. The Contractor shall regularly monitor and review the logs of interactions with SCO data to ensure compliance with the agreed-upon access controls and to detect any unauthorized or suspicious activities. These logs should be available for auditing purposes, enabling SCO to verify compliance with the agreed-upon requirements and to investigate any potential security incidents or breaches.
- m. The Contractor shall maintain records and documentation of their implementation of the agreed-upon requirements. These records should be made available to SCO upon request as proof of compliance and adherence to the agreed-upon requirements.

4. Confidentiality of SCO Data

- a. All financial, statistical, personal, technical, and other data and materials relating to SCO operations, which are designated confidential or sensitive by SCO and made available to the Contractor in order to carry out this agreement, or which becomes available to the Contractor in carrying out this agreement, shall be protected by the Contractor from unauthorized use and

disclosure through the observance of the same or more effective procedural requirements as specified in this agreement.

- b. The Contractor shall not, however, be required to keep confidential data or materials which are or become publicly available, are already rightfully in the Contractor's possession, are independently developed by the Contractor outside the scope of this agreement or are rightfully obtained from third parties.
- c. The Contractor receiving SCO data agrees that the data obtained will be kept in the strictest confidence and shall make data available to its own employees, agents, and subcontractors only on a "need to know" basis. The "need to know" standard is met by authorized employees who need the data to perform their official duties in connection with the uses of the data authorized by this agreement. The
- d. Contractor receiving SCO data recognizes its/their responsibility to protect the confidentiality of the data in its/their custody as provided by law and ensure that such data is disclosed only to those individuals and for such purposes as are authorized by law and this agreement.
- e. The Contractor employees, agents, and subcontractors who may have access to SCO confidential or sensitive data will be required to have on file annually a signed confidentiality statement, approved by SCO, attesting to the fact that he/she is aware of the confidential or sensitive data and the penalties for unauthorized disclosure thereof under applicable state and federal law.

5. Data Storage, Transmission, Security Procedures, and Practices

Contractor's data storage, transmission, security procedures and practices are subject to audit by the SCO to ensure compliance with this agreement, NIST standards, and applicable California state laws.

6. Location of SCO Data

- a. Unless otherwise stated in the Statement of Work and approved in advance by SCO, the physical location of SCO data retained or stored by the Contractor (and contractor's employees, agents, and subcontractors) shall be within the continental United States.
- b. Contractor grants the SCO and its designees the right to audit and confirm compliance with data location restrictions, including on-site inspections of relevant facilities and systems as reasonably required. Violations of the data location provisions shall be grounds for immediate termination of this agreement.

7. Information Security

- a. In addition to the Compliance with the Statutes and Regulations provision set forth in the General Provisions, the Contractor (and the Contractor's agents or subcontractors) shall certify to SCO:
 - 1) The sufficiency of its security standards, tools, technologies and procedures under this agreement.
 - 2) Compliance with the following:
 - a) The California Information Practices Act (Civil Code Sections 1798 et seq.).
 - b) Compliance with the moderate security impact level privacy and security control guidelines specified in the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53 (Rev.5).

- c) Privacy provisions of the Federal Privacy Act of 1974.
 - d) Federal Information Processing Standards Publication Standards for Security Categorization of Federal Information and Information Systems (FIPS 199).
 - e) Federal Information Processing Standards Publication Standards Minimum Security Requirements for Federal Information and Information Systems (FIPS 200).
- b. The Contractor (and the Contractor's agents or subcontractors) shall implement and maintain all appropriate administrative, physical, technical, and procedural safeguards in accordance with section a. above at all times during the term of this agreement to secure such data from data breach, protect the data and resources from hacks, introduction of viruses, disabling devices, malware and other forms of malicious or inadvertent acts that can disrupt SCO data and resources.
 - c. The Contractor (and the Contractor's agents or subcontractors) shall allow SCO reasonable access to security logs, latency statistics, and other related security data that affect this agreement and SCO data and resources, at no cost to SCO.
 - d. The Contractor (and the Contractor's agents or subcontractors) assumes responsibility for the security and confidentiality of SCO data and resources under its control.
 - e. No SCO data shall be copied, modified, destroyed or deleted by the Contractor (and the Contractor's agents or subcontractors) other than for normal operation or maintenance of the Contractor (and the Contractor's agent's or subcontractor's) systems or business process during the Agreement period without prior written notice to and written approval by SCO.
 - f. Remote access to SCO data and resources from outside the continental United States, including remote access to data by authorized contractor support staff in identified support centers (and the Contractor's employees, agents, and subcontractors), is prohibited unless approved in advance by the SCO Chief Information Security Officer.
 - g. The Contractor (and the Contractor's agents or subcontractors) shall comply with all applicable SCO administrative, technical, and information security policies and standards while utilizing SCO resources, services and facilities while performing services under this agreement.

8. Encryption

SCO data classified as confidential, sensitive, or personal information shall be encrypted while electronically transported or stored (at rest). Encryption methodologies must meet Federal Information Processing Standards (FIPS). When SCO data is being sent via electronic mail (email), encryption must be employed.

9. Information Security Control Review

SCO retains the right to conduct information security control reviews of the Contractor (and the Contractor's agents, and subcontractors) use of SCO data and the security controls established to protect the confidentiality, integrity, and accountability of SCO data. SCO will provide a minimum of seven days' notice of the review being conducted. SCO warrants the Contractor that information derived from the information security control review will be protected from public disclosure under the terms of California Government Code § 7929.210 .

10. Security Incident or Violation

- a. The Contractor and its employees, agents, or subcontractors shall immediately notify the SCO Contact of any actual or suspected theft, loss, damage, unauthorized destruction, unauthorized modification, or unintentional or inappropriate release of any SCO data classified as confidential or sensitive retained in electronic, paper, or any other digital or non-digital medium.
- b. The obligations and responsibilities outlined in the agreed upon requirements shall survive the termination or expiration of the agreement, ensuring continued adherence to these requirements even after the Contractor's engagement with SCO has ended.
- c. The Contractor shall take:
 - 1) Prompt corrective action to mitigate any risks or damages involved with the breach or security incident and to protect the operating environment; and
 - 2) Any action pertaining to a breach required by applicable federal and state laws, including, specifically, California Civil Code section 1798.29 [California Civil Code 1798.29, subdivision (e), California Civil Code 1798.82, subdivision (f)].

11. Data Sanitization

The Contractor shall destroy all SCO data and any documents created in the execution of this agreement in accordance with the guides outlined in NIST Special Publication 800-88, Revision 1 located at <https://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-88r1.pdf>.

12. Secure Areas

Computer monitors, printers, hard copy printouts, or any other forms of information accessed or obtained under the performance of this agreement must be placed so that they may not be viewed by the public or other unauthorized persons as described in the Agreement.

13. Supervision of Data

SCO data shall not be left unattended at any time, unless it is physically locked in a file cabinet, file room, desk or office; and monitored through a security camera system. Unattended means that information is not being observed by an employee authorized to access the information. SCO data shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

14. Escorting Visitors

Visitors to areas where SCO data is contained shall be escorted and SCO data shall be kept out of sight while visitors are in the area.

15. Removal of Data

SCO data must not be removed from the premises of the Contractor except with express written permission of SCO.

16. Disaster Recovery

The Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic SCO data in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this agreement for more than 24 hours.

17. Data Backup Plan

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

18. Confidentiality Statement

All persons that will be working with SCO data must sign a confidentiality statement. The statement must include at a minimum, General Use, Security and Privacy safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to SCO data. The statement must be renewed annually. The Contractor shall retain each person's confidentiality statement for SCO inspection for a period of three years following agreement termination.

19. Lower Tier Transactions

The terms of this exhibit shall apply to all agreements, subcontracts, and subawards, and the information privacy and security requirements the Contractor is obligated to follow with respect to SCO data disclosed to the Contractor, or collected, created, maintained, stored, transmitted, or used by the Contractor for or on behalf of SCO, pursuant to the Contractor's agreement with SCO. When applicable, the Contractor shall incorporate the relevant provisions of this exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.

20. Security Assessment Questionnaire

To help the State of California understand the level of security risk when conducting a business process, if at any point during the term of the Agreement it becomes necessary for SCO data to be moved from the SCO environment to the Contractor's environment, the Contractor is required to complete a Qualys Security Assessment Questionnaire (SAQ) prior. The absolute minimum requirements that SCO must address to comply with applicable laws, regulations and agreements, which shall include all successor publications encompasses:

- a. Information Practices Act of 1977 (IPA).
- b. California Assembly Bill 2135 Information Security 2021/2022.
- c. National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53 - Security and Privacy Controls for Information Systems and Organizations Moderate Baseline Version 5.0.
- d. Federal Information Processing Standards (FIPS) 199 for Security Categorization of Federal Information and Information Systems.
- e. FIPS 200 Minimum Security Requirements for Federal Information and Information Systems.
- f. Health Insurance Portability and Accountability Act (HIPAA).
- g. Health Information Technology for Economic and Clinical Health Act (HITECH) 2009.

The SAQ is a self-reporting tool designed for conducting business process control assessments to reduce the chance of security breaches and compliance violations. The Contractor will be required to

answer all questions in the SAQ and provide documentation that allows SCO to verify the accuracy of responses.

RESUMES

Inserted at agreement award.