



CALIFORNIA STATE TEACHERS' RETIREMENT SYSTEM

**Technology Services
California Multiple Award Schedule (CMAS) Agreement
Data Project Manager**

REQUEST FOR OFFER # 5000003210

**OFFER DUE DATE
May 6, 2025, by 2:00 p.m. PT**

**Ryan Zelachoski
Information Technology Procurement Analyst
California State Teachers' Retirement Systems
Procurement@CalSTRS.com**

April 22, 2025

REQUEST FOR OFFER

You are invited to review and respond to the California State Teachers' Retirement System (CalSTRS), Request for Offer (RFO), entitled Data Project Manager. Read this document carefully. In submitting your Offer, you must comply with the instructions, terms and conditions stated in this RFO and in your Information Technology CMAS contract.

Offers must be submitted to CalSTRS electronically by using the below link: <https://resources.calstrs.com/CalSTRSComResourcesWebUI/Solicitation/Pages/Submission.aspx> and must be received by CalSTRS no later than May 6, 2025, by 2:00 p.m., Pacific Time PT. Offers received after the specified date and time may be rejected.

Respondents requiring clarification of the intent and content of this RFO, or on the competitive process, may request clarification only by submitting written questions to:

Ryan Zelachoski
Information Technology Procurement Analyst
Procurement@CalSTRS.com

Refer to Attachment IV, Frequently Asked Questions, prior to submitting any written questions. Any additional questions must be received by April 29, 2025, by 2:00 p.m, PT. Questions received by this date will be answered in writing, without identifying the source of query.

Any attempt by a firm responding to this Offer to initiate contact with any member of the Teachers' Retirement Board and/or CalSTRS staff, other than the CalSTRS contact listed above, regarding this RFO process may disqualify the firm from further consideration.

Please note that no *verbal* information given will be binding upon the California State Teachers' Retirement System unless such information is incorporated into this RFO via an addendum.

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GENERAL INFORMATION

A. INTRODUCTION

CalSTRS is the largest educator-only pension fund in the world. CalSTRS administers a hybrid retirement system, consisting of traditional defined benefit, cash balance and voluntary defined contribution plans. CalSTRS also provides disability and survivor benefits. CalSTRS serves California's public school educators and their families from the state's school districts, county offices of education and community college districts. For more information on CalSTRS and its various programs, please refer to the CalSTRS Website at: <https://www.CalSTRS.com>.

The purpose of this RFO is to select one (1) experienced Data Project Manager with detailed knowledge and experience of managing data conversion, data quality assessments, data governance, Business Intelligence/Data Warehouse implementation, and systems implementation/integration projects (including custom built/in-house solutions, commercial off-the-shelf (COTS), and anything as a service (XaaS) products to work on various Technology Services projects, including those that support CalSTRS initiatives to adopt cloud service models and solutions. The services required are more fully described in Attachment V, Statement of Work, included in this document.

CalSTRS will only accept one (1) offer per Vendor (Respondent) for this RFO. Each offer shall only include one (1) proposed project person.

The total services period may be up to twenty-two (22) months, with an option to extend up to twelve (12) additional months, at an estimated average of 160 work hours per month at the rate negotiated at contract execution. Any contract resulting from this RFO may be amended to add time or funds, at the sole discretion of CalSTRS.

The Vendor/Contractor must be able to perform all work on-site at the CalSTRS headquarters facility in West Sacramento, CA. At CalSTRS' discretion, a different approach (i.e., fully in-office, fully remote or different work hours) may be utilized based on CalSTRS business need and/or directive. Work must be performed during CalSTRS business hours and shall not be permitted on California State Holidays identified on the California Department of Human Resources website, unless pre-approved in writing by CalSTRS management. All work schedules must be pre-approved in writing by CalSTRS management and must adhere to all applicable CalSTRS policies and procedures. The Vendor/Contractor is responsible for any travel costs (including travel time) that they may incur while providing the services identified in the Statement of Work.

The proposed project person selected as a result of this RFO will be under the direction of the CalSTRS Assistant Project Director, Technical or designee and may be assigned one or more teams/programs/projects during the services period.

B. BACKGROUND

CalSTRS is currently pursuing a number of initiatives and efforts in support of its strategic goal of Digital Transformation. These efforts include the implementation of Business Intelligence and Data Warehouse capabilities, adoption of cloud computing solutions where feasible and cost effective, migration of applications to a cloud data center, expansion of its network infrastructure to a second headquarters building

currently under construction, and implementation of a modernized pension administration system to replace multiple legacy systems.

For more information about the CalSTRS organization, mission, vision, and strategic and business plans, go to www.CalSTRS.com.

C. QUALIFICATIONS REQUIREMENTS

The proposed project person must meet all of the following minimum qualifications to CalSTRS' satisfaction to be given further consideration. Failure to satisfy any of the minimum qualifications upon submittal of the Offer may result in the immediate rejection of the Offer.

Minimum Administrative Qualifications

As of the Offer Due Date:

1. The Respondent must hold a current Information Technology California Multiple Award Schedule (CMAS) agreement with the California Department of General Services and must comply with the instructions, terms and conditions stated in the Leveraged Procurement Agreement.
2. The Respondent must submit all data/information and attachments requested in the offer format described below under Section D, Subsection 2, Offer Requirements. **Failure to submit Attachment I - Information and Offer Sheet and Attachment II - Proposed Project Person Skill Summary Sheet, by the Offer Due Date, will be grounds for immediate rejection of the submission.**
3. The Respondent must have completed the [CalSTRS DE&I Vendor/Contractor Survey](#), as further described in Section D, Subsection 2.g. Failure to complete the survey shall result in disqualification. Subsequently, if answered yes to question 3 of the CalSTRS DE&I Vendor/Contractor Survey, please provide a copy of the policy referenced.

Minimum Technical Qualifications

As of the Offer Due Date, the proposed project person must have the following listed experience, knowledge, skills and abilities, as evidenced by Attachment II, Proposed Project Person Skill Summary Sheet and resume:

1. At least five (5) years of Technical Project Management experience, including but not limited to initiating, planning, executing, controlling, and/or closing processes on projects.
2. At least three (3) years of experience using Microsoft Project to create and manage detailed project schedules.
3. At least three (3) years of experience working on technology software/application projects that followed a formal system development life cycle.
4. At least three (3) years of experience utilizing Microsoft Excel, Visio and other analytical tools.

5. At least three (3) years of experience facilitating a formal issue and risk management process.
6. At least three (3) years of experience in managing and performing in-depth data analysis, focusing on assessing data quality, completeness, accuracy, and consistency. Proven ability to identify data anomalies and patterns that highlight operational inefficiencies and reliability issues. Skilled in generating comprehensive data profiling reports that effectively summarize findings and provide actionable recommendations for remediation. Strong analytical mindset combined with a detail-oriented approach ensures a thorough understanding of data integrity and its impact on organizational performance.
7. At least three (3) years of experience in data governance and management, with a proven track record of establishing and implementing data governance frameworks aligned with industry best practices and regulatory requirements. Demonstrated ability to define data ownership and stewardship roles, enhancing accountability across diverse organizational levels. Skilled in developing and executing data policies, procedures, and standards, ensuring effective data management and usage. Adept at facilitating data governance meetings to raise awareness and promote adherence to governance practices among stakeholders.
8. At least three (3) years of experience coordinating multiple stakeholders and business units.

Desirable Technical Qualifications

It is **desirable** for the proposed project person to have the following listed experience, knowledge, skills and abilities as evidenced by Attachment II, Proposed Project Person Skill Summary Sheet and resume:

1. Experience as a Project Manager working within state and local government.
2. Experience with implementation of commercial off-the-shelf (COTS) or modified off-the-shelf (MOTS) products, with preference for Software as a Solution (SaaS) applications.
3. Experience with the implementation of Business Intelligence and Data Warehouse capabilities.
4. Experience with installation and expansion of network infrastructure (cabling, peripherals, audio/visual equipment).
5. Experience in the creation of communication and Organizational Change Management plans and the development and delivery of communication messages to varied stakeholder groups.
6. Experience with Agile delivery in enterprise-wide initiatives.
7. Proficiency and experience utilizing Project Portfolio Management (PPM) and Project Management related tools (e.g., Clarity, Jama, Microfocus Application Lifecycle Management) and techniques to ensure the project is completed on time, within budget, and meets customer needs.
8. Experience as a Business Analyst, gathering and documenting requirements; developing business cases, use cases or user stories; acting as a liaison between technology teams and business areas; and developing other business analysis artifacts.

9. Experience mentoring project team members, project leads or less-experienced project managers.
10. Project Management Professional (PMP) certificate or an equivalent project management certificate. CalSTRS reserves the right to request a copy of the certification.
11. Scaled Agile Framework (SAFe) certificate or an equivalent enterprise agile certificate. CalSTRS reserves the right to request a copy of the certification.
12. The proposed project person will be able to adhere to the hybrid working model by working on-site 2-3 days per week at CalSTRS Headquarters, West Sacramento, CA. If no, provide a short explanation. (no points)

D. OFFER REQUIREMENTS AND INFORMATION

1. Time Schedule

CalSTRS will use its best efforts to adhere to the time schedule. However, CalSTRS reserves the right to amend the time schedule, as it deems necessary or appropriate.

Event	Date
Written Question Submittal Due Date	April 29, 2025, by 2:00 p.m PT
Offer Due Date	May 6, 2025, by 2:00 p.m PT
Estimated Start Work Date	August 2025

2. Offer Requirements

To be eligible, an Offer must include all of the following listed attachments and information:

- a. Attachment I, Information and Offer Sheet**
- b. Attachment II, Proposed Project Person Skill Summary Sheet**
- c. Attachment III, Proposed Project Person Business Reference Sheet**
- d. Proposed Project Person's Resume**
- e. Current California Multiple Award Schedule (CMAS) Agreement**

One (1) copy of the Respondent's current, completed and signed Information Technology CMAS agreement and all supplements issued by the Department of General Services.

f. Current General Services Administration (GSA) Agreement

One (1) copy of the Respondent's current GSA agreement and pricing pages applicable to the Respondent's Information Technology CMAS contract, which includes the personnel classifications, hourly rates, and minimum qualifications.

g. CalSTRS Diversity, Equity & Inclusion Vendor/Contractor Survey Response

It is the policy of CalSTRS to survey potential contractors, vendors and consultants for the existence and maturity of their internal and external Diversity, Equity and Inclusion, DEI, programs. Inclusion of a DEI survey within the CalSTRS procurement process is consistent with CalSTRS Core Values and CalSTRS Business Plan, supports Sustainable Investment & Stewardship Strategies (SISS) goals, advances the best long-term interests of CalSTRS members, and facilitates the Board of Directors' exercise of its fiduciary duty to prudently invest, manage and administer plan assets. As such, all solicitations shall require all Respondents to respond to the survey in order to be qualified to submit an Offer, as outlined in **Section C, Qualifications Requirements**. Failure to complete the survey shall result in disqualification. Please utilize this link to access and complete on behalf of the entity: [CalSTRS DE&I Vendor/Contractor Survey](#). The Respondent must provide a copy of the policy (or policies) addressing Diversity, Equity and Inclusion in the workplace, if answered yes to question 3 of the CalSTRS DE&I Vendor/Contractor Survey (please label policy/policies as "DE&I Policy").

3. Submission of Offer

- a. All offers must be submitted to CalSTRS electronically by using the following link:

<https://resources.calstrs.com/CalSTRSComResourcesWebUI/Solicitation/Pages/Submission.aspx>

If Respondents encounter any difficulties uploading offers, they must promptly notify CalSTRS Procurement at Procurement@CalSTRS.com.

- b. Offers must be received no later than the offer due date and time. Offers received after the specified date and time may be rejected.
- c. CalSTRS will only accept **ONE** offer submission per Respondent. Only ONE file attachment is allowed and must be in the form of a compressed zip file (7z, RAR, zip, zipx, tar.bz2, and tar.gz). The file size cannot exceed 150MB. The file title must not exceed thirty (30) characters and must include the Respondent Firm name and ten-digit RFO number (i.e. *Vendor A, 5000001234*). The file attachment must include all required documents as listed in section D.2. Offer Requirements of this RFO.
- d. It is the Respondent's responsibility to respond with all data/information requested; provide data/information that is deemed adequate for CalSTRS to determine/verify the proposed project person's ability to perform the tasks/activities defined in Attachment V, Statement of Work; and submit all data/information in the Offer format described in Section D, Subsection 2, Offer Requirements.

- e. It is the Respondent's responsibility to check for and review any addenda and consider such modifications when preparing its submissions.
- f. By submittal of an Offer, the Respondent declares that any proposed project person is in compliance with all experience, qualification, and education requirements stipulated in the Respondent's applicable Leveraged Procurement Agreement.
- g. If a Respondent has assigned contract person to CalSTRS under an existing agreement, the Respondent should not offer the same contract person for this RFO if the current term of the existing agreement and the estimated start of these RFO services will overlap. These Offers, if received, may be rejected at CalSTRS discretion.
- h. This RFO and all Offers in response to this RFO will be made a part of the resulting contract file. All documents submitted in response to this RFO will become the property of the State of California and may be subject to review by or release to the public under the California Public Records Act, Government Code section 7920.000 et seq.
- i. CalSTRS encourages Respondents to submit their Offers early.
- j. CalSTRS accepts no responsibility for any technical difficulties associated with the electronic submission and transmission of any Offer.
- k. CalSTRS will not disseminate the competitive processes and attachments hereto in any other format (i.e. Microsoft Word).
- l. Costs for developing Offers and in anticipation of award of an agreement are entirely the responsibilities of the Respondents and shall not be charged to CalSTRS.
- m. Respondents may modify their Offer, after its submission, by withdrawing their original Offer and resubmitting a new Offer prior to the Offer Due Date. Offer modifications submitted in any other manner, oral or written, or after the Offer Due Date will not be considered. Respondents may withdraw their own Offer by submitting a written withdrawal request to the CalSTRS Contact via email at Procurement@CalSTRS.com. Respondents may thereafter submit a new Offer prior to the Offer Due Date.
- n. CalSTRS may modify the RFO prior to the Offer Due Date by issuing an addendum.
- o. Respondents are cautioned to not rely on CalSTRS to discover and report to the Respondent any defects or errors in the submitted documents. Respondents, before submitting their documents, should carefully proofread for errors and ensure adherence to the RFO requirements.
- p. CalSTRS reserves the right to cancel this RFO at any time and has the right to reject all Offers. CalSTRS is not required to award an agreement.

4. Comparison Process

- a. Upon receipt, Offers will be checked for the presence or absence of required content. Incomplete Offers may be rejected. No assumptions will be made by CalSTRS regarding the intentions of the Respondent in submitting the Offer.
- b. Offers and any subsequent presentations should be submitted with the most favorable terms the Respondent can offer.
- c. If CalSTRS is unable to execute an agreement with the most qualified and responsible Respondent, CalSTRS reserves the right to award the agreement to the next qualified and responsible Respondent.
- d. Offers will be reviewed to determine best value using the following phases:

PHASES		
1	PREQUALIFICATION OF MINIMUM ADMINISTRATIVE AND TECHNICAL QUALIFICATIONS	Pass/Fail
2	TECHNICAL QUALIFICATION REVIEW	70 points
3	COST COMPARISON	30 points
PHASE 2 + PHASE 3 SCORE		100 points
4	INTERVIEWS (OPTIONAL)	100 points
	REFERENCE CHECKS (OPTIONAL)	Pass/Fail
5	COST NEGOTIATIONS	Pass/Fail

- 1) In Phase 1, the Respondent's offer will be reviewed for compliance with the minimum qualifications, content and format requirements of the RFO. Both the minimum administrative and technical qualifications must be met as specified in Section C, Qualifications Requirements. Failure to satisfy any of part of prequalification may result in the immediate disqualification of the offer and/or applicable proposed project person.
- 2) Proposed project personnel who meet the minimum qualifications will move to Phase 2, Technical Qualification Review. Each proposed project person's expertise, experience, and education will be reviewed and scored based on the information provided in their Attachment II, Skill Summary Sheet (which also includes desirable qualifications), and resume.
- 3) In Phase 3, Cost Comparison, the hourly rate provided in the Respondent's Attachment I, will be scored using the cost formula indicated below. The Respondent's proposed project person with the lowest hourly rate will receive the full allotment of points. All other Respondents' proposed project personnel will be scored as follows:

$$\frac{\text{Lowest Hourly Rate} \times \text{Maximum Number of Points (30)}}{\text{Personnel's Proposed Hourly Rate}} = \text{Personnel's Score}$$

- 4) In Phase 4, highest scoring proposed project person(s) after Phase 2, Technical Qualification Review and Phase 3, Cost Comparison may be invited for one or more rounds of interviews, at CalSTRS' discretion. Reference checks may be conducted.

- 5) In Phase 5, if interviews are conducted, CalSTRS will negotiate rates with the Respondent whose proposed project person scored the highest points from Phase 4, subject to passing reference checks at the option of CalSTRS. If interviews are not conducted, CalSTRS will negotiate rates in Phase 5 with the Respondent(s) whose proposed project person(s) received the highest total points from Phase 2 and Phase 3, subject to passing reference checks at the option of CalSTRS.

5. Award

- a. If CalSTRS enters into an agreement, it will be with the highest scoring responsible and responsive Respondent(s)/Proposed Personnel, as detailed above, subject to optional reference checks including passing the cost negotiation phase, and satisfying all the requirements for this RFO. Respondents should review the attached Sample Agreement for a sample of the agreement that will be awarded.
- b. If CalSTRS is unable to execute an agreement with the highest scoring Respondent(s)/Proposed Personnel, CalSTRS reserves the right to award to the next highest scoring responsive Respondent(s)/Proposed Personnel in line.
- c. Multiple project personnel may be selected from this RFO.
- d. The Respondent, if awarded an agreement, must register in the CalSTRS integrated financial system, the Supplier Self-Service (SUS) Portal. This portal provides direct access to administering product and service delivery with CalSTRS. Click on the hyperlink to register: <https://www.calstrs.com/supplier-self-service-portal>.
- e. If at any time during or at the conclusion of this RFO process CalSTRS determines that, in its opinion, the results of this process are unsatisfactory, CalSTRS reserves the right to cancel this RFO, discontinue this process and decline to award an agreement.
- f. In the event of a tie, (i.e. two Respondent's proposed project persons with the same highest score), the award shall be determined by a coin toss.

6. Payment Structure

The payment structure for activities performed under Attachment V, Statement of Work, is hourly.

Invoices shall be submitted in triplicate not more frequently than monthly in arrears.

Invoice(s) must include: 1) Purchase Order Number, 2) Contractor's name, address and telephone number, 3) total amount of invoice, 4) copies of the Contractor's weekly status reports that cover the invoice dates, and 5) a copy of the timesheet approved/signed by the CalSTRS Contract Manager that covers the invoice dates.

7. Services or Procurement Resulting from Agreement

No person, firm, or subsidiary thereof awarded an agreement resulting from this RFO 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 an agreement resulting from this RFO. (Public Contract Code §10365.5).

8. Workers' Compensation/Employer's Liability Insurance

Contractor shall maintain statutory workers' compensation and employer's liability coverage for all its employees who will be engaged in the performance of the agreement, including special coverage extensions where applicable.

9. Security

Contractor shall perform a background investigation on all of Contractor's employees, subcontractors and agents assigned to perform the services, or any part of the services, pursuant to the agreement (the "Contractor Personnel"), per the provisions of the attached Sample Purchasing Authority Purchase Order Agreement, Section G - Affirmative Covenants, Item 10 – Security, and must demonstrate compliance with Exhibit E, CalSTRS Contractor Background Investigation Policy. CalSTRS reserves the right to conduct a background investigation on the Contractor's personnel, at its sole discretion.

ATTACHMENT I

Information and Offer Sheet

Respondent Firm Name

Firm Address

Street Address	
City, State, Zip Code	

Information Technology CMAS & Small Business / DVBE Certification

CMAS Number	
CMAS Term Dates	
Certified Small Business Enterprise (Yes or No) If Yes, provide DGS certification number	
Certified Disabled Veteran Business Enterprise (Yes or No) If Yes, provide DGS certification number	

Administrative Contact

Name and Title	
Office Telephone # (Include area code)	
Cell Telephone # (Include area code)	
Email Address	

Authorized Signer

Name and Title	
Office Telephone # (Include area code)	
Cell Telephone # (Include area code)	
Email Address	

Proposed Project Personnel and Rate

	Proposed Project Person #1 (mandatory)
Name of Proposed Project Person	
CMAS Job Title (Must be a job title listed in the <i>Available Products and/or Services</i> of your CMAS)	
CMAS (GSA) Hourly Rate	
Discount Hourly Rate Offered	

ATTACHMENT II

Proposed Project Person Skill Summary Sheet

This sheet must be completed by each Proposed Project Person.

Proposed Project Person Name

The proposed project person's expertise, experience, and education will be reviewed and scored based on the information including descriptions provided in this Attachment (which also includes desirable qualifications), and resume.

Follow the format prescribed below. The work experiences, skills and abilities listed in each description must be verifiable by proposed personnel references and resumes. A statement such as, *Refer to Resume*, is not acceptable. All fields must be completed.

MINIMUM TECHNICAL QUALIFICATIONS

1. At least five (5) years of Technical Project Management experience, including but not limited to initiating, planning, executing, controlling, and/or closing processes on projects.	YES/ NO	TOTAL NO. OF YEARS
Do you meet the above minimum qualification?		
Provide a detailed description of specific work experience that meets the minimum qualification.		
<u>Description</u>		
Employer and Work Location(s)	Date Range(s)	
	From (MM/YYYY)	To (MM/YYYY)
2. At least three (3) years of experience using Microsoft Project to create and manage detailed project schedules.	YES/ NO	TOTAL NO. OF YEARS
Do you meet the above minimum qualification?		
Provide a detailed description of specific work experience that meets the minimum qualification.		
<u>Description</u>		

Employer and Work Location(s)	Date Range(s)		No. of Years
	From (MM/YYYY)	To (MM/YYYY)	

3. At least three (3) years of experience working on technology software/application projects that followed a formal system development life cycle.	YES/ NO	TOTAL NO. OF YEARS
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Do you meet the above minimum qualification?

Provide a **detailed** description of specific work experience that meets the minimum qualification.

Description

Employer and Work Location(s)	Date Range(s)		No. of Years
	From (MM/YYYY)	To (MM/YYYY)	

4. At least three (3) years of experience utilizing Microsoft Excel, Visio and other analytical tools.	TOTAL NO. OF YEARS
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Do you meet the above minimum qualification?

Provide a **detailed** description of specific work experience that meets the minimum qualification.

Description

Employer and Work Location(s)	Date Range(s)		No. of Years
	From (MM/YYYY)	To (MM/YYYY)	

5. At least three (3) years of experience facilitating a formal issue and risk management process.	TOTAL NO. OF YEARS
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Do you meet the above minimum qualification?

Provide a detailed description of specific work experience that meets the minimum qualification.			
<u>Description</u>			
Employer and Work Location(s)	Date Range(s)		No. of Years
	From (MM/YYYY)	To (MM/YYYY)	
6. At least three (3) years of experience in managing and performing in-depth data analysis, focusing on assessing data quality, completeness, accuracy, and consistency. Proven ability to identify data anomalies and patterns that highlight operational inefficiencies and reliability issues. Skilled in generating comprehensive data profiling reports that effectively summarize findings and provide actionable recommendations for remediation. Strong analytical mindset combined with a detail-oriented approach ensures a thorough understanding of data integrity and its impact on organizational performance.			TOTAL NO. OF YEARS
Do you meet the above minimum qualification?			
Provide a detailed description of specific work experience that meets the minimum qualification.			
<u>Description</u>			
Employer and Work Location(s)	Date Range(s)		No. of Years
	From (MM/YYYY)	To (MM/YYYY)	
7. At least three (3) years of experience in data governance and management, with a proven track record of establishing and implementing data governance frameworks aligned with industry best practices and regulatory requirements. Demonstrated ability to define data ownership and stewardship roles, enhancing accountability across diverse organizational levels. Skilled in developing and executing data policies, procedures, and standards, ensuring effective data management and usage. Adept at facilitating data governance meetings to raise awareness and promote adherence to governance practices among stakeholders.			TOTAL NO. OF YEARS
Do you meet the above minimum qualification?			
Provide a detailed description of specific work experience that meets the minimum qualification.			
<u>Description</u>			

Employer and Work Location(s)	Date Range(s)		No. of Years
	From (MM/YYYY)	To (MM/YYYY)	
8. At least three (3) years of experience coordinating multiple stakeholders and business units.			TOTAL NO. OF YEARS
Do you meet the above minimum qualification?			
Provide a detailed description of specific work experience that meets the minimum qualification.			
<u>Description</u>			

For each **DESIRABLE QUALIFICATION**, give a brief description of specific work experience that meets/exceeds the criteria and demonstrates the number of **YEARS** entered, as applicable.

Follow the format prescribed below. The work experiences, skills and abilities listed in each description must be verifiable by proposed personnel references and resumes. A statement such as, *Refer to Resume*, is not acceptable.

DESIRABLE QUALIFICATIONS

1. Experience as a Project Manager working within state and local government.	NO. OF YEARS
<u>Description</u>	
2. Experience with implementation of commercial off-the-shelf (COTS) or modified off-the-shelf (MOTS) products, with preference for Software as a Solution (SaaS) applications.	NO. OF YEARS

<u>Description</u>	
3. Experience with the implementation of Business Intelligence and Data Warehouse capabilities.	NO. OF YEARS
<u>Description</u>	
4. Experience with installation and expansion of network infrastructure (cabling, peripherals, audio/visual equipment).	NO. OF YEARS
<u>Description</u>	
5. Experience in the creation of communication and Organizational Change Management plans and the development and delivery of communication messages to varied stakeholder groups.	NO. OF YEARS
<u>Description</u>	
6. Experience with Agile delivery in enterprise-wide initiatives.	NO. OF YEARS
<u>Description</u>	
7. Proficiency and experience utilizing Project Portfolio Management (PPM) and Project Management related tools (e.g., Clarity, Jama, Microfocus ALM) and techniques to ensure the project is completed on time, within budget, and meets customer needs.	NO. OF YEARS
<u>Description</u>	
8. Experience as a Business Analyst, gathering and documenting requirements; developing business cases, use cases or user stories; acting as a liaison between technology teams and business areas; and developing other business analysis artifacts.	NO. OF YEARS
<u>Description</u>	
9. Experience mentoring project team members, project leads or less-experienced project managers.	NO. OF YEARS
<u>Description</u>	

10. Project Management Professional (PMP) certificate or an equivalent project management certificate. CalSTRS reserves the right to request a copy of the certification.	NO. OF YEARS
<u>Description</u>	
11. Scaled Agile Framework (SAFe) certificate or an equivalent enterprise agile certificate. CalSTRS reserves the right to request a copy of the certification.	NO. OF YEARS
<u>Description</u>	
12. The proposed project person will be able to adhere to the hybrid working model by working on-site 2-3 days per week at CalSTRS Headquarters, West Sacramento, CA. If no, provide a short explanation. (no points)	Yes/No
<u>Description</u>	

ATTACHMENT III

Proposed Project Person Business Reference Sheet

One sheet must be completed for each Proposed Project Person.

Proposed Project Person Name

Business references should be able to verify the proposed project person's experiences, within the last 10 years, and to verify the other information provided regarding such person.

REFERENCE 1

Name of Company/Agency	
Company Address City, State	
Contact Person (Name and Title)	
Contact Telephone # (Include area code)	
Contact Email Address	
Dates of Service (Include years and months)	

REFERENCE 2

Name of Company/Agency	
Company Address City, State	
Contact Person (Name and Title)	
Contact Telephone # (Include area code)	
Contact Email Address	
Dates of Service (Include years and months)	

REFERENCE 3

Name of Company/Agency	
Company Address City, State	
Contact Person (Name and Title)	
Contact Telephone # (Include area code)	
Contact Email Address	
Dates of Service (Include years and months)	

ATTACHMENT IV

Frequently Asked Questions

The following are frequently asked questions as it pertains to this RFO. Respondents are responsible for reviewing these questions and responses. If this RFO accepts clarifications/questions, see instructions located on page 2 for how to submit written questions and the deadline to ensure a response.

Q.1. Is this a new position?

A.1. No.

Q.2. If there is an incumbent, are they eligible to be considered for this position?

A.2. Yes, however the services sought from this RFO can be proposed by any eligible Respondent who meets the qualifications to CalSTRS satisfaction. CalSTRS promotes open, fair and equal competition among prospective Respondents in a manner conducive to sound State fiscal practices. CalSTRS reserves the right to reject any offer submission in the event CalSTRS determines that any conflict of interest exists

Q.3. Will phone/webcam interviews be an option if interviews are conducted?

A.3. Yes, CalSTRS may consider interviews using online collaboration platforms. CalSTRS will determine the appropriate platform to use.

Q.4. What is the anticipated award and start dates for the contract?

A.4. See RFO Section D.1., Time Schedule.

Q.5. Is there a “remote working” option?

A.5. See RFO Section A., Introduction.

Q.6. Is the RFO available in a Word document format?

A.6. In order to maintain the format prescribed, CalSTRS will not disseminate the RFO in Microsoft Word or any other format. It is the Respondent’s responsibility to develop and format a response, which may include the use of Microsoft Word, Adobe or other software and functions (i.e. prepare, convert, etc.), to provide all the required information and documents listed in the RFO.

Q.7. Is a CMAS required to respond to this RFO?

A.7. Yes.

Q.8. How do we become a CMAS vendor?

- A.8. Business Entities interested in becoming a CMAS contractor may view the Department of General Services [site](#) for additional information.
- Q.9. Which classification do I list on Attachment I if it does not match the CalSTRS position title?
- A.9. Respondents may submit a classification that has similar skills/experience and that is an available service listed on their CMAS as long as all Minimum Qualifications of this RFO are met.
- Q.10. What if a proposed project person I submitted is no longer available at time of contract award, can I submit a new proposed project person?
- A.10. Award is based on each individual proposed project person's score. If any highest scoring proposed project person is no longer available at time of contract award, then CalSTRS reserves the right to award the next highest scoring Respondent/proposed project person in line.
- Q.11. What is the estimated budget for this RFO?
- A.11. In an effort to obtain competitive pricing, CalSTRS will not disclose this information.
- Q.12. How to become a business partner with CalSTRS?
- A.12. Business Entities may become a business partner with CalSTRS by registering in CalSTRS integration on-line financial system, the Supplier Self-Service (SUS) Portal. For more information about the portal and additional registration requirements please visit the link <https://www.calstrs.com/supplier-self-service-portal>.
- Q.13. How do I update my business information (i.e. address, tax ID, entity name) with CalSTRS?
- A.13. Business Entities will need to complete a Business Partner Form. To request the form please email Partners@CalSTRS.com.
- Q.14. Does CalSTRS Headquarters have onsite parking for independent Contractors?
- A.14. Monthly parking privileges are available for CalSTRS employees only. Independent contractors are responsible for seeking alternative parking locations. One option may be the Ziggurat parking garage at 601 Third Street, West Sacramento, CA. Other parking options can be found at [West Sacramento Parking Services](#).

ATTACHMENT V

Statement of Work

The Contractor must be able to perform all work on-site at the CalSTRS headquarters facility in West Sacramento, CA. At CalSTRS' discretion, a different approach (i.e., fully in-office, fully remote or different work hours) may be utilized based on CalSTRS business need and/or directive. Work must be performed during CalSTRS business hours and shall not be permitted on California State Holidays identified on the California Department of Human Resources website, unless pre-approved in writing by CalSTRS management. All work schedules must be pre-approved in writing by CalSTRS management and must adhere to all applicable CalSTRS policies and procedures. The Contractor is responsible for any travel costs (including travel time) that they may incur while providing the services identified in this Statement of Work.

The Project Manager (Contractor) shall manage CalSTRS projects from initiation to close-out, while applying industry best practices related to Project Management (PMBOK), System Development Life Cycle (SDLC), Agile, and Information Technology Infrastructure Library (ITIL) methodologies. The Contractor is responsible for overall management of the assigned CalSTRS technology project(s) to ensure project deliverables align with the project's objectives and success criteria. The Contractor shall use the CalSTRS standard Project Portfolio Management (PPM) and Project Management tools (e.g., CA PPM, Microsoft Project, Jama) and techniques to ensure the project is completed on time, within budget, and meets customer needs.

The Contractor reports directly to the Assistant Project Director, Technical or designee, and may be assigned to one or more teams, programs, or projects during the service period.

The Contractor is expected to perform the following tasks and produce associated deliverables including but not limited to the following:

1. Define and manage project scope, schedule, resources, strategy/approach, risks/issues, communications, milestones/deliverables, tracking success criteria, and budget throughout the project lifecycle.
2. Develop and maintain project management artifacts. Examples of anticipated deliverables/artifacts include, but are not limited to all of the following:
 - a. Project Charter
 - b. Project Schedule
 - c. Communication Management Plan
 - d. Risk and Issue Management Plan
 - e. Training Plan
 - f. Transition Plan
 - g. Project Closeout Report
3. Communicate and coordinate effectively with all project stakeholders, including but not limited to other projects' staff, business areas, project sponsors, business leads, managers, subject matter experts, vendors, contractors, Project Management Office Director, and the CalSTRS Executive Team.

4. Prepare weekly and monthly project status reports to track progress towards completion.
5. Develop presentations for CalSTRS Leadership Teams to effectively communicate project status.
6. Control and monitor schedule and adjust plan when necessary to support project objectives.
7. Ensure and lead the quality assurance of all project deliverables.
8. Assist project stakeholders to develop and implement an organizational change management strategy for the solution and associated business process changes.
9. Collaborate with CalSTRS Corporate Communications Office to coordinate and facilitate communication with all areas affected by the project, including other projects/programs.
10. Mentor CalSTRS Project Managers in advanced project management techniques.
11. Support continuous improvement efforts of project management templates and related processes.
12. Monitor and validate that knowledge transfer to State employees occurs continuously throughout the project lifecycle.

Transfer of knowledge to appropriate CalSTRS employees is required, along with any requested materials and content for transfer of knowledge.

Completion Criteria

Deliverables/tasks will include all work assignments identified to be completed. Deliverables/tasks are considered complete after CalSTRS' quality assurance process is completed and approval is granted by designated CalSTRS' reviewers.

Performance and timeliness of all deliverables/tasks will be monitored by CalSTRS via the submission of Contractor's weekly status reports and through status meetings. Status and actual hours will be reported by Contractor on a weekly basis for the deliverables/tasks assigned. Each deliverable/task will be tracked via the appropriate program/project schedule and budget in order to monitor progress toward the completion of the deliverables/tasks and milestones.

PURCHASING AUTHORITY PURCHASE ORDER
AGREEMENT NUMBER 440000XXXX
BETWEEN CALIFORNIA STATE TEACHERS' RETIREMENT SYSTEM
AND <INSERT CONTRACTOR NAME>

A. GENERAL RESPONSIBILITIES

Contractor

The California State Teachers' Retirement System, also known as CalSTRS, and <Insert Contractor Name>, also known as Contractor, agree to the following terms and conditions, in addition to those identified in the State of California, Multiple Award Schedule (CMAS) No. XXXX. See Exhibit A, Statement of Work (SOW).

B. AGREEMENT CONTACTS

1. Contractor

Contractor liaison for services shall be XXXX at telephone number (XXX) XXX-XXX and E-mail address XXXX.

2. CalSTRS

- a) CalSTRS Business Contract Liaison for services shall be (Insert name) at telephone number (916) 414-XXXX, and E-mail address XXX@CalSTRS.com for questions related to the services.
- b) CalSTRS Business Contract Manager for services shall be (Insert name) at telephone number (916) 414-XXXX, and E-mail address XXX@CalSTRS.com for questions related to the services.

C. TERM

The term of this Agreement shall be from <Month, Date, Year> through <Month, Date, Year> with the option to extend up to <insert #> additional months if the Contractor's CMAS (identified above) is current prior to the term expiring.

D. FEES

The total amount of this Agreement shall not exceed \$XXX.XX, unless amended in writing, approved by all required authorities, and additional funds are authorized. Fees shall be calculated as follows:

<u>Hours</u>	<u>Position</u>	<u>Per Hour</u>	<u>Amount</u>
XXXX	<Insert CalSTRS Working Title>	\$XXX.XX	\$XXX.XX
	<Insert GSA Classification>		

E. BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- a) For services satisfactorily rendered, and upon receipt and approval of the invoices, CalSTRS agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein and made a part of this Agreement.
- b) Invoices shall be submitted not more frequently than in monthly arrears to the following options:
 - 1. Facilities Mail & Imaging Services, E-mail address FMIS-CorporateImagingServices@CalSTRS.com; or
 - 2. CalSTRS Vendor Portal: <https://partners.calstrs.com:4343/irj/portal>; or
 - 3. Hard copy, mailed to: CalSTRS, P.O. Box 15275, MS 24, Sacramento, CA 95851-0275
- c) Invoice(s) must include: 1) Purchasing Authority Purchase Order Number, 2) Contractor's name, address and telephone number, 3) total amount of invoice, 4) copies of the Contractor's weekly status reports that cover the invoice dates, and 5) a copy of the timesheet approved/signed by a State Manager that covers the invoice dates.

2. Budget Contingency Clause

- a) It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, CalSTRS shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- b) If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, CalSTRS shall have the option to either cancel this Agreement with no liability occurring to CalSTRS, or offer an agreement amendment to Contractor to reflect the reduced amount.
- c) Pursuant to the Teachers' Retirement Board (board) Governance Manual, any Agreement which exceeds \$1,000,000 in cumulative value must be approved by the board. If the Agreement term spans multiple fiscal years and board approval of the cumulative fiscal year value is required, it is mutually agreed that if the board does not approve funding for current year and/or any subsequent years, this Agreement shall be of no further force and effect.

3. 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.

F. GENERAL TERMS AND CONDITIONS

1. Approval

This Agreement is of no force or effect until signed by both parties. Contractor may not commence performance until approval has been obtained.

2. Titles/Section Headings

Titles or headings are not part of this Agreement, they are for convenience of reference only, and shall have no effect on the construction or legal effect of this Agreement.

3. Choice of Law

This Agreement and any controversy or claim arising out of or relating to this agreement, or the breach thereof shall be administered, construed, governed and enforced according to the laws of the State of California (without regard to any conflict of laws provisions) to the extent such laws have not been preempted by applicable federal law. Any suit brought hereunder (including any action to compel arbitration or to enforce any award or judgment rendered thereby) shall be brought in the state or federal courts sitting in Sacramento, California, the parties hereby waiving any claim or defense that such forum is not convenient or proper. Each party agrees that any such court shall have in personam jurisdiction over it and consents to service of process in any manner authorized by California law.

4. Unenforceable Provision

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have full force and effect and shall not be affected thereby.

5. Amendment

No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties. No oral understanding or agreement not incorporated in the Agreement is binding on any of the parties.

6. Force Majeure

Neither party shall be liable to the other for delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by "Force Majeure." Such causes may include, but are not restricted to, Acts of God or of the public enemy, acts of the State in its sovereign capacity, fires, floods,

power failure, disabling strikes, epidemics, quarantine restrictions, and freight embargoes.

Contractor confirms that the goods/services to be provided to CalSTRS are not affected by the current COVID-19 Pandemic and that Contractor is able to perform under the Agreement.

7. Signatures & Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties agree to the terms of this Agreement and have caused this Agreement and its exhibits to be signed by their duly authorized representatives. Any manually executed signature page to this Agreement and its exhibits delivered by a party by facsimile or electronic mail in .PDF form shall be deemed to be an original signature hereto. Additionally, CalSTRS may provide the option for the parties to electronically sign this Agreement and exhibits via DocuSign or by other electronic means prescribed by CalSTRS. Any counterpart delivered using any of foregoing methods shall be deemed to have been duly and validly delivered with the same force and effect as original signatures, which together shall constitute one and the same instrument.

8. Intellectual Property

Contractor expressly acknowledges and agrees that all discoveries, inventions, processes, designs, plans, works of authorship, and trade secrets, whether of a technical nature or not, made or developed by Contractor alone or in conjunction with any other person or entity while accomplishing the Agreement (Intellectual Property), shall be the sole and exclusive property of CalSTRS and CalSTRS may use or reuse the Intellectual Property, in whole or in part, in all media, whether now or later existing, throughout the universe in perpetuity, including but not limited to the exclusive right to reproduce, perform and exploit the Intellectual Property, and all information regarding the Intellectual Property, concurrent with the discovery or development of the Intellectual Property. If the Intellectual Property or the results and proceeds thereof constitute "works of authorship" within the scope of U.S. Copyright Law, the foregoing shall be deemed "works made for hire" and CalSTRS shall be considered the sole author and owner of all rights comprised in the copyright and/or patent thereof and shall have the exclusive right to seek patent and/or copyright protection in CalSTRS name. In the event that any Intellectual Property does not constitute "works made for hire," Contractor hereby assigns all rights thereto exclusively to CalSTRS for any and all purposes of CalSTRS. At all times during its term and after the termination of the Agreement, Contractor shall assist CalSTRS in obtaining and maintaining, for CalSTRS benefit, protection of the Intellectual Property and Contractor shall execute and cause its subcontractors to execute such further instruments as CalSTRS may reasonably require as evidence of ownership of such rights. Contractor agrees that he/she will not use or disclose any Intellectual Property owned by CalSTRS without the express written permission of CalSTRS.

G. AFFIRMATIVE COVENANTS

1. Reports and/or Meetings

- a) Contractor shall provide oral or written progress reports as requested by CalSTRS to determine if Contractor is performing to expectations or is on schedule, to provide communication of interim findings, and shall afford occasions for discussing and resolving problems encountered.
- b) Contractor shall meet with CalSTRS staff and/or the board upon request to discuss progress on the Agreement or to present findings, conclusions and recommendations.

2. Additional Documents

Contractor and CalSTRS agree to execute such additional documents, and perform such further acts, as may be reasonable and necessary to carry out the provisions of this Agreement.

3. Reportable Interests

Contractor shall not directly or indirectly receive any benefit from recommendations made to CalSTRS and shall disclose to CalSTRS any personal investment or economic interest of Contractor which may be enhanced by the recommendations made to CalSTRS. Contractor acknowledges that CalSTRS is subject to provisions of the Fair Political Practices laws of California (Government Code section 81000, et seq., and all regulations adopted thereunder, including, but not limited to, Title 2, California Code of Regulations, section 18700) and Contractor shall comply promptly with any requirement thereunder. If required by law, Contractor shall require its Authorized/Key Personnel named, and all later substitutions therefore, to file Statements of Economic Interest (Title 5, California Code of Regulations, section 22000 et seq.). All such reports shall be filed simultaneously with CalSTRS.

4. Authorized/Key Personnel

Exhibit B, Contractor Name's Authorized/Key Personnel, names certain members of Contractor's staff (authorized/key individuals) who will perform the conduct described in the scope of services and exercise a significant decision making role in the delivery of services under this Agreement. These personnel shall be hereafter referred to (both individually and collectively) as "Authorized/Key Personnel."

- a) Contractor shall not substitute, replace or reassign Authorized/Key Personnel without CalSTRS prior approval. However, with CalSTRS prior approval, the parties may agree in writing to a change in these Authorized/Key Personnel. The writing shall become a part of this Agreement.
- b) This Agreement may be terminated immediately, in CalSTRS sole discretion and upon written notice from CalSTRS to Contractor, because of any change in or

departure of Contractor's Authorized/Key Personnel.

5. Changes in Control, Organization or Authorized/Key Personnel

Contractor shall promptly, and in any case within five (5) calendar days, notify CalSTRS in writing: 1) if any of Contractor's representations and warranties, as set forth in this Agreement, cease to be true at any time during the term of this Agreement; 2) of any change in Contractor's staff who exercise a significant administrative, policy, or consulting role under this Agreement, including without limitation the Authorized/Key Personnel; 3) of any change in the majority ownership, control, or business structure of Contractor; or 4) of any other material change in Contractor's business, partnership or corporate organization. All written notices from Contractor under this provision shall contain sufficient information to permit CalSTRS to evaluate the changes within Contractor's personnel or organization under the same criteria as was used by CalSTRS in its award of this Agreement to Contractor. Contractor agrees to provide CalSTRS with such additional information as CalSTRS may request.

6. Contractor Employee Relationship for CMAS Vendors

Contractor understands and acknowledges that the personnel provided to CalSTRS under this Agreement are the employees of the Contractor or Independent Contractors who have a contractual relationship with the Contractor. Contractor agrees to indemnify, defend and hold CalSTRS harmless from any and all claims made against it including, but not limited to, claims for salaries, liability for tax withholding, workers' compensation, disability or miscellaneous employment benefits, whether based on tort, contract or other theories of recovery arising out of injury, disability, or death of Contractors' employees or Independent Contractors.

7. Warranty of Compliance – Termination

Contractor warrants that it has implemented and will enforce CalSTRS Contractor Background Investigation Policy, Exhibit E, and agrees that it will promptly notify CalSTRS of any changes which become known to them which would affect their compliance with said guidelines. In the absence of any notice of such information subsequent to the hiring of the Contractor Employee by Contractor, CalSTRS will rely on the on-going compliance statement made by Contractor. In the event CalSTRS finds that Contractor has failed to properly perform the background check or fails to provide CalSTRS with information subsequently known to Contractor after such investigation, CalSTRS has the right to immediately terminate the Agreement with Contractor.

8. Knowledge Transfer

Where appropriate, Contractor's obligations under the terms of this Agreement include a "knowledge transfer" to CalSTRS. "Knowledge transfer" is defined as personal and/or technical knowledge or information which will enable, or enhance the ability of, CalSTRS staff to maintain and operate contracted-for programs, equipment and facilities.

If the Agreement includes the purchase of equipment, “knowledge transfer” shall also include education and training, including all relevant documentation, to enable CalSTRS to maintain the equipment based on Contractor’s methodology. The Contractor agrees that CalSTRS may reproduce such documentation for its own use in maintaining the equipment.

Any additional training or instruction necessary to realize the “knowledge transfer” shall be provided at no additional cost to CalSTRS.

9. Confidentiality

Contractor, in the course of its duties, may handle investment, financial, accounting, statistical, personal, technical and other data and information relating to CalSTRS and its members. All such information is confidential, and, unless permitted by CalSTRS in writing, Contractor shall not disclose such information, directly or indirectly, or use it in any way, either during the term of the Agreement or any time thereafter, except as required to perform its duties under this Agreement. Any disclosure of information contrary to this provision shall be considered a material breach of this Agreement. Contractor warrants that only those who are authorized and required to use such materials will have access to them. Failure to comply with this provision will subject Contractor to liability, including all damages to CalSTRS and third parties. Contractor Personnel who may, in the course of their duties, have access to any CalSTRS information and/or assets, must individually comply with CalSTRS Information Security form entitled Confidentiality, Non-Disclosure and Acceptable Use Agreement (Exhibit G). Contractor’s Authorized Representative, that has authority to act on behalf of the Entity and its employees, must certify and sign Exhibit G prior to engaging work with CalSTRS.

10. Security

Contractor shall perform a background investigation on all of Contractor’s employees assigned to perform any part of the services hereunder, or who shall access any of CalSTRS Confidential Information (the “**Contractor Personnel**”). Contractor’s background investigation shall consist of the components prescribed in CalSTRS’ *Contractor Background Investigation Policy* (Exhibit E). All Contractor Personnel must successfully complete and pass Contractor’s background investigation prior to providing services or accessing Confidential Information hereunder. Compliance with CalSTRS Contractor Background Investigation Policy must be affirmed with submission of a completed *Certification of Contractor’s Employee Background Investigation Form* (Exhibit F) listing each of Contractor’s Personnel. Contractor shall keep such form updated to reflect any changes to its Contractor Personnel. Contractor shall ensure that employees of its subcontractors or agents also satisfy appropriate background investigation criteria. Contractor shall provide CalSTRS (or its designee) with documentation providing evidence of Contractor’s background investigation of Contractor Personnel upon the reasonable request of CalSTRS.

Further, all Contractor Personnel must submit to CalSTRS the Personal History Statement (Exhibit H) identifying any relatives of the contract employee that are CalSTRS members, beneficiaries, or employees.

11. Compliance with Statute, Regulations and Policies

Contractor warrants and certifies that in the performance of this Agreement, it will comply with all applicable statutes, rules, regulations, and orders of the United States and the State of California and agrees to indemnify CalSTRS against any loss, cost, damage or liability by reason of Contractor's violation of this provision.

Contractor will only be permitted on-site at CalSTRS Headquarters or offices if explicit authorization is provided by an executive officer of CalSTRS. Contractor and its personnel are required to observe and follow all CalSTRS policies and guidelines relating to the COVID-19 Pandemic (including without limitation, completing a health screening questionnaire, complying with visitor policies, wearing masks, temperature screenings before entry, physical distancing, etc.), in addition to any mandatory orders issued by government authorities.

H. CONTRACT CERTIFICATION CLAUSES

1. Contractor Name Change

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

2. Statement of Compliance – Nondiscrimination

Contractor's signature affixed hereon and dated shall constitute a certification under the penalty of perjury under the laws of the State of California that Contractor has, unless exempted, complied with the nondiscrimination program requirements of Government Code section 12990 (a)-(f) and Title 2, California Code of Regulations, section 11102 et seq.

3. Americans with Disabilities Act of 1990 (ADA)

Contractor is responsible for ensuring all products and services provided to CalSTRS, including without limitation, electronic or information technology and related services, reports, presentation slides and other materials which may be posted on or linked to the CalSTRS.com website, at the discretion of CalSTRS, comply with the accessibility requirements of California Government Code sections 7405 and 11135, and the Web Content Accessibility Guidelines 2.0, or a subsequent version, published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success criteria. CalSTRS reserves the right to ask for proof of conformance, and Contractor shall remedy any non-conformance and agrees to manage and resolve any accessibility complaints as required by Government Code section 7405(b).

By signing this Agreement, Contractor assures CalSTRS that it complies with the Americans with Disabilities Act of 1990, as amended (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, and Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d et seq.), along with all applicable regulations and guidelines issued pursuant to both acts.

4. Labor Code/Workers' Compensation

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions within the Labor Code section 3700, and Contractor affirms to comply with such provisions, before commencing the performance of work in this Agreement.

5. Drug-Free Workplace Act of 1990 (Act)

Contractor will comply with the requirements of the Act and will provide a drug-free workplace by taking the following actions:

- a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b) Establish a Drug-Free Awareness Program to inform employees about:
 - 1. The dangers of drug abuse in the workplace;
 - 2. The person's or organization's policy of maintaining a drug-free workplace;
 - 3. Any available counseling, rehabilitation and employee assistance programs; and,
 - 4. Penalties that may be imposed upon employees for drug abuse violations.
- c) Every employee who works on the proposed Agreement will:
 - 1. Receive a copy of the company's drug-free policy statement; and,
 - 2. Agree to abide by the terms of the company's statements as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if CalSTRS determines that any of the following has occurred: (1) the Contractor has made false certification, or (2) violated the certification by failing to carry out the requirements as noted above. (Government Code section 8350 et seq.)

6. Unauthorized Alien

Contractor will comply with 8 USC §1324a et seq. and shall not knowingly employ or contract with an unauthorized alien to perform work.

7. Child Support Compliance Act

- a) The Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b) The Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

I. SPECIAL TERMS AND CONDITIONS

1. Evaluation of Contractor

Pursuant to Public Contract Code section 10369, CalSTRS shall evaluate Contractor's performance under the terms and conditions of this Agreement within sixty (60) days after the completion of Contractor's performance under this Agreement. If the evaluation indicates unsatisfactory performance, a STD 4 (Contract/Contractor Evaluation) will be completed and a copy sent to the Department of General Services, Office of Legal Services, and to Contractor who may file a response to the evaluation. The evaluation and response shall remain on file for thirty-six (36) months and shall not be public records.

2. Third Party Economic Interest Disclosure Policy

a) Policy

The Third Party Economic Interest Disclosure Policy set forth in the Teachers' Retirement Board Governance Manual requires entities and Key Personnel engaging in business with CalSTRS to disclose campaign contributions, as defined under the California Political Reform Act, valued in excess of \$250, prohibits providing charitable contributions valued in excess of \$250, and gifts in excess of the current monetary limit established by the Fair Political Practices Commission, as well as requiring the periodic disclosure of campaign contributions, charitable contributions, and gifts. A copy of the current policy is attached as Exhibit C and Contractor is required to comply with its provisions.

b) Submission of Disclosures

Contractor (Entity) and each of its Authorized/Key Personnel shall, with the signing of this Agreement and annually thereafter, submit disclosures of contributions and gifts described in this section on a form prescribed by CalSTRS. The current disclosure form required to be submitted is Exhibit D, Form 600-H Third Party Economic Disclosure. Exhibit D must be submitted on behalf of the Contractor (Entity) and each of its Authorized/Key Personnel (those who signed Exhibit B) No other version of this form will be accepted (e.g., annual submittal or generic form downloaded from CalSTRS.com).

Annual disclosures shall be due by April 1st of each year and forms will be provided to Contractor and its personnel by CalSTRS.

c) Violation of Policy by Contractor

Any violation may lead to one or more of the following: (1) immediate termination of any agreement/contract, (2) CalSTRS withholding future payments on any existing agreement/contract, and/or (3) disqualification from future business with CalSTRS for a period of two years following a determination that a violation has occurred. These sanctions will be at CalSTRS' sole discretion and upon written notice from CalSTRS to the entity. The general counsel shall provide a report of violations to the Audits and Risk Management (ARM) Committee.

d) Changes in Laws or Policy

CalSTRS reserves the right to amend, upon prior written notice, the above provisions to conform with any subsequent amendments to the political reform laws and CalSTRS policies.

J. TERMINATION

1. Termination at Option of CalSTRS

This Agreement may be terminated in whole or in part at any time upon thirty (30) calendar days' written notice by CalSTRS, for any reason. Upon receipt of a termination notice, Contractor shall promptly discontinue all services affected unless the notice specifies otherwise.

In the event CalSTRS terminates all or a portion of this Agreement for any reason, it is understood that CalSTRS will provide payment to Contractor for satisfactory services rendered prior to the termination, but not in excess of the maximum Agreement amount.

2. Termination for Default

CalSTRS may, by giving two (2) calendar days' written notice to Contractor, and without prejudice to any of its remedies, terminate this Agreement because:

- a) The Contractor failed to fulfill its obligations under this Agreement (including, but not limited to any attachments to this Agreement); or
- b) The Contractor provides inaccurate information or fails to provide information that the Contractor knew or should have known existed.

In the event of termination for default, CalSTRS shall pay Contractor only the reasonable value of the services rendered. At CalSTRS sole discretion, CalSTRS may offer an opportunity to cure any breach(es) prior to terminating for default.

3. Termination for Insolvency

Contractor shall notify CalSTRS immediately in writing in the event that Contractor files any federal bankruptcy action or state receivership action, any federal bankruptcy or state receivership action is commenced against Contractor, Contractor is adjudged bankrupt, or a receiver is appointed and qualifies. In the event of any of the foregoing events, or if CalSTRS determines, based on reliable information, that there is a substantial probability that Contractor will be financially unable to continue performance under this Agreement, CalSTRS may terminate this Agreement and all further rights and obligations immediately, by giving five (5) days' notice in writing in the manner specified herein.

4. Convenience

If after notice of termination for failure to fulfill agreement obligations, it is determined that Contractor had not so failed, the termination shall be deemed effective for the convenience of CalSTRS.

5. Completion

In the event of termination for default, CalSTRS reserves the right to take over and complete the work by agreement or other means. In such case, Contractor will be liable to CalSTRS for any additional cost incurred by CalSTRS to complete the work whether reimbursed or not.

6. Effect of Termination

All duties and obligations of CalSTRS and Contractor shall cease upon termination of this Agreement, except that:

- a) Each party shall remain liable for any rights, obligations, or liabilities arising from activities carried on by it under this Agreement prior to the effective date of termination.
- b) Contractor shall provide for the return of all records of CalSTRS to CalSTRS or its designee and shall cooperate fully to affect an orderly transfer of services.

<Insert Authorized Signer Name>
<Insert Contractor Firm Name>

Date

Select Signatory
California State Teachers' Retirement System

Date

SAMPLE

STATEMENT OF WORK

[To be insert at time of contract award.]

SAMPLE

<Contractor Firm Name>
KEY PERSONNEL

Please list the names and titles of the personnel authorized to conduct business (deliver services) on behalf of the Contractor in a decision-making capacity:

Signature _____
Name _____
Title _____
Date _____
E-mail _____

Signature _____
Name _____
Title _____
Date _____
E-mail _____

Signature _____
Name _____
Title _____
Date _____
E-mail _____

Signature _____
Name _____
Title _____
Date _____
E-mail _____

TEACHERS' RETIREMENT BOARD GOVERNANCE MANUAL

G. Third Party Economic Interest Disclosure Policy

It is the policy of CalSTRS to conduct business with vendors, business entities and investment service providers, managers, partners and/or consultants in a manner which avoids potential or actual financial conflicts of interest. Consistent with this policy, certain disclosures involving campaign contributions, charitable contributions and gifts are required as set forth below.

1. Definitions

For purposes of this Third Party Economic Disclosure Policy only, the following definitions apply:

- a. Entity: The terms “Entity” and “Entities” mean any vendor, business entity or investment service provider, manager, partner or consultant doing business directly with CalSTRS.
- b. Key Personnel: The term “Key Personnel” means any individual associated with an Entity that:
 - i. Negotiates a contract between an Entity and CalSTRS; or
 - ii. Is a high-level officer or employee of an Entity who exercises primary responsibility for the work performed pursuant to a contract between an Entity and CalSTRS; or
 - iii. Directs or supervises Entity staff regarding work performed pursuant to a contract between an Entity and CalSTRS; or
 - iv. Provides services to CalSTRS as a “consultant” pursuant to Government Code sections 82019, 82048 and California Code of Regulations, Title 2, Section 18700.3.
- c. Gift: The terms “Gift and “Gifts” mean anything of value, whether tangible or intangible, real or personal property, goods or services, that provides a personal benefit to an individual when the individual does not provide full consideration for the value of the benefit received.

2. Campaign Contributions

All Entities and Key Personnel shall disclose campaign contributions, as defined under the California Political Reform Act, valued in excess of \$250, made to or on behalf of any existing CalSTRS board member, candidates for board member, controller, treasurer, superintendent of public instruction, CalSTRS officer or employee.

3. Charitable Contributions

All Entities and Key Personnel shall disclose any charitable contributions to a charitable entity, valued in excess of \$250 individually or in the aggregate in any calendar year, made at the request of any board member, or CalSTRS officer or employee.

4. Gifts

- a. No Entity or Key Personnel shall provide gifts to board members exceeding the current monetary limit established by the Fair Political Practices Commission individually or in the aggregate in any calendar year. The dollar amount of this limit is adjusted biennially in each odd numbered year to reflect the cost of living adjustments made by the Fair Political Practices Commission to the gift limit contained in Government Code section 89503.
- b. All Entities and Key Personnel shall disclose gifts and aggregating more than \$50 in value made to board members, or to CalSTRS officers or employees.

5. Recusal

- a. Any board member who receives campaign contributions, charitable contributions, or gifts that individually or in the aggregate exceed the amount of \$250 in a calendar year from an Entity or Key Personnel shall recuse themselves from any involvement in a matter involving the maker of the contributions or gifts for a period of 12 months following the date of the most recent contribution or gift.
- b. Any board member who returns, donates, or reimburses the donor for gifts subject to these restrictions within 30 calendar days of receipt of the gift shall not be subject to the recusal requirement. Gifts may be returned, donated or reimbursed as specified in California Code of Regulations, Title 2, Section 18933.

6. Disclosure Filing Timeline

The disclosure of campaign contributions, charitable contributions, and gifts shall be made on the Third Party Economic Interest Disclosure (Form 600-H) as follows:

- a. Upon submission of an initial application or proposal to do business with CalSTRS (for the preceding 12-month period).

- b. At the time a contract is entered into between the Entity and CalSTRS (to cover the interim period following the submission of a Form 600-H pursuant to subsection 6(A) above).
- c. Annually, on or before April 1 for the previous calendar year. You are not required to file an annual Form 600-H under this subsection if a Form 600-H has been filed with CalSTRS in accordance with subsection (6)(B) between October 1 and December 31 of the preceding year.
- d. Within five (5) calendar days of a change in Key Personnel, the new Key Personnel shall file a Form 600-H.

7. Sanctions for Violation of Policy

The general counsel is responsible for causing an investigation of any reported violation of this policy. Any violation may lead to one or more of the following: (1) immediate termination of any agreement/contract, (2) CalSTRS withholding future payments on any existing agreement/contract, and/or (3) disqualification from future business with CalSTRS for a period of two years following a determination that a violation has occurred. These sanctions will be at CalSTRS' sole discretion and upon written notice from CalSTRS to the entity. The general counsel shall provide a report of violations to the Audits and Risk Management (ARM) Committee.

8. Application of Policy

Nothing in this policy supersedes any provision of state law. Those Entities engaged in business with CalSTRS may also have reporting requirements under the Political Reform Act, California Government Code section 81000 et seq. Also, board members who are either elected to the board by a CalSTRS constituency or who are appointed to the board but also serve as an elected official of a local body are subject to Government Code section 84308, which prohibits the receipt, solicitation or direction of a campaign contribution of more than \$250 while a matter affecting a financial interest of the maker of the contribution is pending, and for three months following the date a decision is rendered on the matter. Section 84308 also requires recusal of the board member from any involvement in the matter if a contribution over \$250 has been received within the preceding 12 months, unless the contribution was returned no later than 30 days from the time the board member knew or should have known about the contribution and the matter involving the maker of the contribution.

Form 600-H

THIRD PARTY ECONOMIC INTEREST DISCLOSURE

Pursuant to Section 4, subsection G, of the Teachers' Retirement Board Governance Manual, entitled "Third Party Economic Interest Disclosure Policy", any Entity/Entities and its Key Personnel who engage in business with CalSTRS are required to make specific public disclosures.¹ Entities and each of their Key Personnel must complete and file separate forms. The below identified Entity/Entities or its Key Personnel hereby make the following disclosures. (Please attach other sheets if more space is needed for disclosure and indicate enclosures.)

Identification of Filer (Key Personnel or Entity – separate filings required)

Name of Entity: 		Reported on behalf of Entity <input type="checkbox"/>
Key Personnel or Person Making Disclosure: 		

<p style="text-align: center;">Relationship Category (Please choose the one that is most appropriate to this relationship):</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <input type="checkbox"/> Investment If Other: <div style="border: 1px solid black; height: 20px; width: 100%;"></div> </div> <div style="width: 45%;"> <input type="checkbox"/> Non-Investment Contractor / Consultant - Description of Service Provided: <div style="border: 1px solid black; height: 40px; width: 100%;"></div> </div> </div>	<p style="text-align: center;">Investment Asset Class</p> If Other: <div style="border: 1px solid black; height: 20px; width: 100%;"></div>
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Mailing Address:					
	Number	Street	City/Locality	State/Province	Zip
Telephone:			E-mail Address:		

Filing and Disclosure Period

This disclosure of campaign contributions, charitable contributions, and gifts is in response to the following filing requirement:

<input type="checkbox"/>	A. At Solicitation of an initial application or proposal to do business with CalSTRS (covers preceding 12-month period)
<input type="checkbox"/>	B. At Contract/Agreement for execution of services (signature) to cover the interim period since the initial application
<input type="checkbox"/>	C. Annual disclosure for the previous calendar year
<input type="checkbox"/>	D. New Key Personnel

¹ See Teachers' Retirement Board Governance Manual Section 4, subsection G (1)(a) and (b) for definitions of Entity, Entities and Key Personnel.

Form 600-H

1. Disclosure of Campaign Contributions

Disclosure of Campaign Contributions valued in excess of \$250 made to or on behalf of any a) existing Teacher's Retirement Board member, b) candidates for Board member, Controller, Treasurer, and Superintendent of Public Instruction, and c) CalSTRS officer or employee. The term "contribution" is defined in the Political Reform Act regulations, in Title 2, California Code of Regulations (CCR) section 18215. If the business is an Investment Relationship, disclosure of campaign contributions made to the Governor or candidates for the governorship must also be made, according to CalSTRS' Campaign Contribution regulations in Title 5, CCR section 24010.

☐ **Nothing to report**

☐ Attachment is enclosed

Value of Contribution	Description if other than monetary	Date of Contribution	Identity of Recipient of Contribution

2. Disclosure of Charitable Contributions

Disclosure of charitable contributions valued in excess of \$250 made at the request of any Teachers' Retirement Board member or CalSTRS officer or employee to any charitable organization.

☐ **Nothing to report**

☐ Attachment is enclosed

Value of Contribution	Description of Contribution (monetary or in-kind)	Date of Contribution	Identity of Recipient of Contribution	Identity of Requester of Contribution

3. Disclosure of Gifts²

Disclosure of gifts, including meals, entertainment, or travel, valued in excess of \$50 made to any Teachers' Retirement Board member or CalSTRS officer or employee.

☐ **Nothing to report**

☐ Attachment is enclosed

Value of Gift	Description of Gift	Date Gift Given	Identity of Recipient of Gift

I have exercised all reasonable due diligence in preparing this disclosure statement on my own behalf or on behalf of the reporting entity identified above. I have reviewed this statement and to the best of my knowledge the information contained herein and in any attachments is true and complete. I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Signature

Title

Printed Name

Date

CONTRACTOR BACKGROUND INVESTIGATION POLICY

PURPOSE: It is the policy of the California State Teachers' Retirement System (CalSTRS) to require all Contractors who contract with CalSTRS to perform services to gather and consider relevant background history information in determining if certain of Contractor's employees ("Contractor Personnel") who provide services to CalSTRS meet the general standards for working with CalSTRS and safeguarding CalSTRS information.

POLICY: Contractor shall comply with all applicable law, rules and regulations related to conducting employee background investigations, including without limitation, the Fair Credit Reporting Act, the California Investigative Consumer Reporting Agencies Act and California Government Code §12952. Contractor shall be solely responsible for any failure to conduct its background investigations in compliance with applicable law.

In evaluating the suitability of a particular individual's work assignment with CalSTRS, Contractor must give particular emphasis to the business needs arising from CalSTRS' fiduciary responsibility for CalSTRS funds, its obligation to protect the personal data it holds and maintain the integrity of the retirement system, and its policy to provide a safe and secure workplace.

This includes, but is not limited to preventing contractors or Contractor Personnel from using their access to CalSTRS facilities, systems or data to:

- Carry out identity theft or related activities.
- Inappropriately alter member retirement benefits.
- Embezzle funds from CalSTRS.
- Engage in any activity that would damage CalSTRS' reputation or member trust.
- Initiate any act of workplace violence, discrimination, or sexual harassment.

Prior to allowing Contractor Personnel to perform work on behalf of CalSTRS under the Agreement or obtain access to CalSTRS information (a "CalSTRS Assignment"), Contractor is responsible for conducting an appropriate background investigation, including a criminal record check, credit check, civil check, reference check, and verification of education and previous employment as allowed by then applicable law (a "Background Investigation"), of any such Contractor Personnel. In addition, Contractor must review the driving records of any Contractor Personnel who may drive on CalSTRS-related business as a regularly assigned duty. The information gathered in this process is subject to strict confidentiality provisions in order to protect the privacy of those persons whose backgrounds are reviewed under this policy.

Contractor will review and evaluate all information obtained as part of its Background Investigation of any Contractor Personnel and will not assign any Contractor Personnel to a CalSTRS Assignment if the Contractor determines, based in whole or part on the information obtained as part of the Background

Investigation, that the Contractor Personnel is not suitable for the assignment. Examples of reasons for which Contractor Personnel may be unsuitable for CalSTRS assignment include:

Criminal Record Checks

1. Any conviction for any of the following offenses:
 - Any form of fraud, deceit or misrepresentation
 - Embezzlement
 - Forgery
 - Identity theft/stolen credit card use
 - Any other offense involving misappropriation of assets or resources, abuse of access to financial or personal records, unauthorized access to financial or personal records, falsification of documents or records, crimes of moral turpitude, or crimes which may be relevant to CalSTRS Assignment
2. Any conviction for offenses related to stealing such as the following:
 - Theft, burglary, carjacking or home invasion crimes
 - Shoplifting
 - Receiving stolen property
 - Bad checks
3. Any conviction for any violent crime for such an offense.

Contractor Personnel with convictions other than those specified above, may be deemed unsuitable for a CalSTRS Assignment when the record of convictions indicates or suggests to the Contractor a continuing pattern of behavior that is inconsistent with CalSTRS business objectives specified in the Background section, above.

Contractor is responsible for reviewing the civil litigation history of any Contractor to the extent permissible by applicable law. Contractor should not assign any Contractor Personnel to a CalSTRS Assignment if the individual's civil litigation history reveals that he or she lacks one or more of the general qualifications for a CalSTRS Assignment such as honest, integrity, and/or good judgement.

Credit Checks

Contractor is responsible for reviewing the credit history of any Contractor, consistent with applicable law. Contractor should not assign any Contractor Personnel to a CalSTRS Assignment if the individual's credit history reveals a continuing pattern of credit abuse that supports the conclusion that he or she lacks one or more of the general qualifications for a CalSTRS Assignment, such as honesty, integrity, and/or good judgment.

These determinations require careful case-by-case review of any credit problems, with particular emphasis on the following questions:

- Are the credit problems isolated to a particular point in time, or to a particular vendor with whom the individual may be having a dispute, or do they constitute a general pattern?
- Are there specific mitigating factors that explain the credit problems, such as illness or divorce?
- What effort has the individual made to correct the credit problems?
- How recent are the problems, and what has the credit record been since they occurred?

Reference Checks

Contractor should not assign any Contractor Personnel to a CalSTRS Assignment if a reference check gives Contractor reason to believe that the individual lacks one or more of the general qualifications for employment such as honesty, integrity, and/or good judgment.

Fraud in Securing Appointment

Any information Contractor Personnel provides for employment with or to provide services to Contractor (on applications, resumes, background questionnaires, etc.) must be substantively truthful. Should the Contractor determine that the information it did receive from any Contractor Personnel was not substantively truthful, it shall promptly remove such individual from the CalSTRS Assignment to the extent permissible under applicable law.

Driving Record Checks

A serious driving violation, such as driving under the influence of alcohol or drugs, or reckless driving, within the past three years, may disqualify Contractor Personnel from a CalSTRS Assignment, if the nature of the work performed for CalSTRS requires driving as a regularly assigned duty. Contractor must review driving records when driving a motor vehicle on a CalSTRS Assignment is a regularly assigned duty.

Prior to any Contractor Personnel performing services under the Agreement, Contractor shall certify that it has performed a Background Investigation of such Contractor Personnel, reviewed and verified the background information in a manner consistent with CalSTRS' Contractor Background Investigation Policy, and determined that the individual(s) is/are qualified for the CalSTRS Assignment. Such certification will be made with submission of the "Certification of Contractor's Employee Background Investigation" form, provided to Contractor by CalSTRS.

In addition, Contractor shall provide CalSTRS with each Contractor Personnel's completed Personal History Statement. Information the Contractor Personnel provides concerning relatives who are CalSTRS members or beneficiaries

and/or CalSTRS employees will be used to implement safeguards to prevent the individual from working on or accessing the records/accounts of his or her relatives.

Contractor shall review and investigate any relevant information it received or becomes aware of subsequent to the date of the Background Investigation regarding any Contractor Personnel. Contractor shall immediately notify the Human Resources Division of CalSTRS if it receives information which might lead the Contractor to believe any Contractor Personnel would be ineligible to work on a CalSTRS Assignment, as described in this CalSTRS Contractor Background Investigation Policy, had the Contractor known the information at the time it conducted the Background Investigation. Contractor shall promptly replace any such Contractor Personnel upon CalSTRS request. When requested by CalSTRS (generally annually), Contractor shall certify, on a form provided by CalSTRS, that it knows of no information that would affect the suitability of any Contractor Personnel to work on a CalSTRS Assignment.

Contractor shall retain documents and files received in the Background Investigation throughout the term of the Agreement, shall provide reasonable safeguards to ensure security and confidentiality of these documents and files, and will work cooperatively with CalSTRS to provide related data or information upon CalSTRS's reasonable request, consistent with applicable law.

Any request for a waiver of the policy provisions should be directed to the Director of the Procurement Management Division, who will thereafter forward the request to the CalSTRS CEO for consideration and approval, on a case-by-case basis. Exceptions to the Contractor Background Investigation Policy may include but are not limited to the following circumstances:

- Contracted personnel will not have physical access to restricted areas of CalSTRS (e.g., printers providing services off-site and delivering product)
- Contracted personnel will not have access (physical or electronic) to confidential/sensitive data (e.g., lecture style training)

CERTIFICATION OF CONTRACTOR'S EMPLOYEE BACKGROUND INVESTIGATION

Contractor Firm Name ("Contractor"): _____

Contractor, as a condition of providing Services as set forth in the above-referenced Agreement, certifies the following:

1. Contractor has agreed to and will comply with the CalSTRS Contractor Background Investigation Policy, attached and incorporated into the Agreement.
2. Prior to assigning any of Contractor's employees ("Contractor Personnel") to perform the services called for in the Agreement or providing such individuals access to CalSTRS information (the "CalSTRS Assignment"), Contractor will perform a background investigation on such individuals that complies with the CalSTRS Contractor Background Investigation Policy and applicable law ("Background Investigation").
3. Contractor has performed a Background Investigation on those Contractor Personnel identified on page 2 of this exhibit and hereby certifies that such individual(s) is/are qualified and suitable to work on the CalSTRS Assignment.
4. To the extent Contractor intends to assign any additional Contractor Personnel to the CalSTRS Assignment hereafter, Contractor agrees to provide CalSTRS with an updated Certification covering such individual(s) prior to their work on the CalSTRS Assignment.
5. On an annual basis, Contractor agrees to certify, in writing, that it has not received information related to any Contractor Personnel which would justify removing such individual from the CalSTRS Assignment.
6. Contractor has been informed and understands that any violation of this certification may result in the termination of the Agreement, at CalSTRS' election. The termination of the Agreement shall not be construed to limit any remedy CalSTRS might have under applicable law.

I, _____ (printed name), declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed in _____ (city), _____ (state)

on _____.

Authorized Signature

Title

Contractor Personnel

Contractor agrees to conduct a Background Investigation of the following named Contractor Personnel and certify their qualification prior to any CalSTRS Assignment:

- 1.
- 2.
- 3.
- 4.
- 5.

SAMPLE

This form is intended for external use only

Authorized Representative Name: _____

Organizational Title: _____

Entity Name: _____

By signing this form, I, the 'Authorized Representative,' hereby represent and warrant that I have the authority to act on behalf of the entity, and its employees, hereinafter collectively referred to as the 'Entity,' and that I am duly authorized to enter into and execute such agreements on behalf of the Entity. I further acknowledge that the terms of this agreement are binding upon the Entity.

I also personally agree to abide by the terms and conditions set forth herein and accept personal responsibility for compliance with this agreement. Additionally, I commit to provide the necessary training and education to the Entity regarding the terms, obligations, and responsibilities outlined in this agreement.

Furthermore, both the Entity and I acknowledge that we:

- Must ensure the upmost protection of any data, whether it be confidential, sensitive or personally identifiable information, from any unauthorized individuals or parties, without exception, as required by applicable laws, regulations and CalSTRS policies and standards.
- Have a collective responsibility to protect CalSTRS' business data and information.
- Acknowledge that CalSTRS strictly enforces information security.
- Understand that accessing member accounts of family, friends and acquaintances is strictly forbidden.

Any breach of confidentiality, unauthorized access, disclosure or mishandling of such data puts CalSTRS' information at risk, is potentially illegal, and may result in disciplinary actions, including but not limited to legal consequences and termination of the associated contract. Protecting CalSTRS intellectual property from unauthorized access is of paramount importance to the parties involved, and failure to uphold this commitment will be met with strict consequences to maintain the trust and integrity of CalSTRS.

Authorized Representative Name (print)	Signature	Date
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We/I agree to protect all confidential, sensitive, and personally identifiable information from unauthorized access, disclosure, or mishandling including, but not limited to:

- Member account information.
- Claimant and member employer information.
- Information pertaining to individuals that either concerns their personal life or serves to identify or describe an individual.

- Other agencies' confidential and proprietary information.
- Employee personnel, medical or other personally identifiable information.
- Methods agencies use to safeguard information, including systems, networks, and server configurations, etc.
- All security-related devices or information, such as tokens, access cards, User IDs or related passwords.

We/I agree to protect the foregoing information in the following ways:

- Access, inspect, use, store, disclose or modify information *only* to perform official duties.
- Never access, attempt to access, inspect, store, use, disclose or modify information, including my own, for curiosity, personal gain or any non-business-related reason.
- Secure CalSTRS electronic or physical documents containing confidential, sensitive or personal information only in an approved CalSTRS storage facility.
- Video or photographs of non-public areas of CalSTRS is only permitted with CalSTRS issued devices and only if authorized by your CalSTRS supervisor/manager.
- Never make video or audio recordings of CalSTRS' personnel or non-public activities without express written permission from your CalSTRS supervisor/manager and the individuals involved.
- Comply with all CalSTRS policies, standards and procedures for data, including secure transportation, handling, use in generative artificial intelligence, retention and destruction.
- Return all CalSTRS owned devices and immediately cease using User ID and password upon separation from CalSTRS.
- Always lock (Ctrl + Alt + Del, then click 'Lock' or Windows key + L) computer systems if you intend to leave them unattended.

We/I acknowledge acceptable activities are those in accordance with the laws, regulations and policies of, the United States Government and the State of California, and consistent with the policies, purpose, goals and mission of CalSTRS, as appropriate to my assigned job duties and responsibilities.

We/I expressly consent to CalSTRS monitoring all our devices and activities used to conduct or discuss CalSTRS business or data and acknowledge that there is no expectation of privacy related to any information including, but not limited to, personal or business email accounts or devices such as computers or phones, access to CalSTRS systems or facilities, CalSTRS network and server information and any electronic or physical data. Any information gathered may become discoverable as evidence in a court of law when relevant to legal proceedings or investigations such as Public Records Act (PRA) requests.

Authorized Representative Name (print)

Signature

Date

REFERENCE

CalSTRS' Information Security Policy; Civil Code section 1798 et seq; Education Code section 22306, Government Code section 11019.9; Federal Acquisition Regulation (48 CFR 27.402 Policy), and State Administrative Manual section 5300-5360.1

CERTIFICATION

I certify that I have read this document and understand information security is strictly enforced. I certify that unauthorized access, inspection, use, storage, disclosure or modification of confidential, sensitive, non-public or personal information, including my own, or any attempt to engage in, or failure to prevent such acts is prohibited. Noncompliance with this agreement or attempt to circumvent any information security policy, standard, procedure or control puts CalSTRS' information at risk, is potentially illegal and may be grounds for legal action taken against me and the Entity.

Authorized Representative Name (print)

Signature

Date

ASSISTANCE

Contact the CalSTRS Legal Department at (916) 414-1724 if you have questions or need assistance completing the form.

PERSONAL HISTORY STATEMENT FOR

CONTRACTED EMPLOYEE NAME

It is CalSTRS' policy to prevent a conflict of interest that could arise from having employees or contracted employees work on, or have access to, the records and accounts of CalSTRS employees, members, or beneficiaries with whom they have a personal relationship.

A member or beneficiary is: (1) any teacher or other certificated staff member in a California school district kindergarten through community college who is active or retired from such a position; (2) a member of the Cash Balance Program; (3) a member of the Defined Benefits Program; or (4) someone who is a survivor of someone who retired from such a position.

A Personal Relationship, includes, but is not limited to, associations with individuals by: (1) blood, adoption, and guardianship (*i.e.*, mother, father, daughter, son, sister, brother, half-sister, half-brother, grandparents, grandchild, aunt, uncle, niece, nephew, or first cousin); (2) marriage or previous marriage (*i.e.*, current or former spouse, in-laws, stepmother, stepfather, stepson, stepdaughter, stepsister, or stepbrother); (3) domestic partnership and/or cohabitation (*i.e.*, current or former domestic partner or cohabitants, or their relatives); or (4) any other type of romantic relationship (*i.e.*, girlfriend or boyfriend).

Please provide us the name(s) of any individual(s), to the best of your knowledge, to whom you have a personal relationship as defined above, who is currently a member or beneficiary of CalSTRS, a current CalSTRS employee or CalSTRS contractor. Follow the instructions below:

1. Insert your name in the *Contracted Employee Name* space at the top of the page.
2. List the name(s) of persons in the table below for which you have a personal relationship.
3. Place an X next to the name(s) to indicate the applicable relationship category.
4. If you have no relationship(s) as defined above, leave the table below blank.

Name	CalSTRS Employee	CalSTRS Contractor	CalSTRS Member/Beneficiary

Signature

Date

CalSTRS INFORMATION SECURITY AND PRIVACY ADDENDUM

This Information Security and Privacy Addendum (hereinafter, "Addendum") establishes minimum requirements Contractor shall adhere to in order to protect any confidential or sensitive information disclosed to Contractor by CalSTRS in connection with or relating to the parties' agreement dated hereinafter, "Agreement"). This Addendum is expressly incorporated into and made a part of such Agreement. All capitalized terms not specifically defined herein shall have the meaning ascribed to them in the Agreement.

1. Definitions. For the purposes of this Addendum, the following definitions shall apply:

- a. Contractor: Includes the Contractor, its officers, employees, agents, subcontractors, and anyone directly or indirectly employed, directed or controlled by Contractor.
- b. CalSTRS Information and Information Systems (hereinafter, "CalSTRS Information"): Information that is collected, created, stored, processed, transmitted or disseminated in connection with the negotiation or performance of this Agreement; including Public Information, Confidential Information, Sensitive Information, and Personally Identifiable Information. Information Systems denotes frameworks of hardware, software, data, procedures, and personnel who manage, store and transmit the information.
- c. Public Information: Information that is not exempt from public disclosure under the provisions of the California Public Records Act (Government Code section 7920.000 et seq.) or other applicable state or federal laws.
- d. Confidential Information: Information that is exempt from public disclosure under the provisions of the California Public Records Act (Government Code section 7920.000 et seq.) or other applicable state or federal laws.
- e. Sensitive Information: Information that requires special precautions to protect from unauthorized use, access, disclosure, modification, loss, or deletion. Sensitive Information may be Public Information or Confidential Information. Sensitive Information is information that requires a higher-than-normal assurance of accuracy and completeness. The key factor for Sensitive Information is integrity.
- f. Personally Identifiable Information: Information that identifies or describes an individual, including, but not limited to, their name, social security number, physical description, home address, personal telephone number, education, financial matters, and medical or employment history. CalSTRS considers personal information confidential unless such information is determined to be a public record.
- g. Incident: As an event, confirmed or otherwise, that has been discovered or reported,

that actually or imminently jeopardizes the confidentiality, integrity or availability of computers, communication systems, networks, physical or virtual infrastructure, or information resident thereon. Note: not all Information Security Incidents result in a Data Breach.

- h. Data Breach: A confirmed Incident where CalSTRS Information is adversely affected by events that take place due to unauthorized, malicious actions, or by the unintended actions of staff. A breach may or may not be accompanied by an active attack. A 'breach' implies destruction, theft, alteration, or dissemination of data to benefit the attacker and/or harm CalSTRS materially or by reputation.

2. Non-Disclosure

Contractor shall:

- a. Protect CalSTRS Information from unauthorized disclosure as stated in the CalSTRS Confidentiality, Non-Disclosure and Acceptable Use Agreement (ISO 1948).
- b. Not use CalSTRS Information for any purpose other than carrying out the Contractor's duties under the Agreement.
- c. Promptly submit to CalSTRS Compliance Officer (contact information below) all requests for disclosure of CalSTRS Information.

3. Information Security Plan

Contractor shall establish, implement, and at all times during the term of the Agreement, maintain administrative, physical and technical safeguards that reasonably and appropriately protect the privacy, confidentiality, integrity and availability of CalSTRS Information (hereinafter, "Information Security Plan"). When requested by CalSTRS, Contractor shall provide a copy of its Information Security Plan to CalSTRS.

Contractor's Information Security Plan shall: (i) comply with applicable state, federal and international laws; (ii) meet or exceed the Federal Information Processing Standards Publication 199 protection levels, and (iii) include each of the Center for Internet Security's Critical Security Controls (available at <https://www.cisecurity.org/critical-controls.cfm>).

4. Information Security Officer

Contractor shall designate an Information Security Officer to oversee its Information Security Plan. The Information Security Officer shall communicate with CalSTRS on security matters relating to this Addendum.

5. CalSTRS Minimum Information Security Requirements

To the extent required by CalSTRS, Contractor shall also comply with any CalSTRS' detailed minimum information security requirements attached hereto as Attachment 1. If the Agreement is amended and CalSTRS has updated its minimum information security requirements since the time of the original Agreement or last amendment, Contractor shall recertify to CalSTRS that it is complying with the minimum information security requirements in affect at the time of the most recent amendment. Failure of Contractor to recertify that it meets any minimum information security requirements shall be deemed a material breach of the Agreement.

6. Incident Response

- a. Contractor shall report any confirmed or suspected Incident to CalSTRS Information Security Office and CalSTRS IT Service Desk (contact information below), and the CalSTRS business contact, with whom the Contractor maintains a working relationship, **immediately** upon discovery and identify a) the nature of the Incident, b) the CalSTRS Information at issue, and c) the person(s) involved in the Incident (if known).
- b. Contractor shall undertake immediate remediation measures upon the occurrence of any Incident while preserving all forensic evidence feasible under the circumstances.
- c. Contractor, in consultation with CalSTRS, shall ensure that it complies with California law concerning data breach notifications (currently found in California Civil Code §§ 1798.29, 1798.82), as such laws may be amended or modified. CalSTRS shall approve the time, manner and content of any such notifications.
- d. Within ten (10) working days, or at the earliest possible time thereafter, Contractor shall describe any responsive mitigation measures which have been taken (or which are proposed to be taken), and what corrective action Contractor has taken (or plans to take) to prevent future similar Incidents. In addition, Contractor shall provide any related additional information or reports reasonably requested by CalSTRS, a CalSTRS designated third party or law enforcement. In the event Contractor undertakes any investigation of a suspected Incident, it shall keep CalSTRS regularly apprised of its investigatory progress at intervals requested by CalSTRS.
- e. Contractor shall fully cooperate with any investigation conducted by CalSTRS, a CalSTRS designated third party, or law enforcement with respect to any suspected Incident involving or relating to Contractor or CalSTRS Information, including (without limitation):
 - i. Immediately applying appropriate resources to assist in the investigation and remedying of the Incident;
 - ii. Preserving and providing all potential forensic evidence relating to the

Incident;

- iii. Promptly designating an individual as the prime contact for any CalSTRS communications/inquiries;
 - iv. Making witnesses and documents immediately available to CalSTRS, a CalSTRS designated third party, or law enforcement request;
 - v. Providing status reports to CalSTRS on Contractor's response activities.
- f. Contractor shall additionally fully cooperate and make itself (and any employees, contractors or agents) available to CalSTRS, a CalSTRS designated third party, or law enforcement at no additional cost in order to testify as a witness, or otherwise, in the event of an Incident which relates to Contractor's performance hereunder (or other unauthorized disclosure of CalSTRS Information caused by Contractor) and which results in litigation, governmental investigation(s) or an administrative proceeding(s) by or against CalSTRS (or its directors, officers, agents or employees).
7. Information Security Indemnity
- Contractor agrees to indemnify, defend and hold harmless the State of California, CalSTRS, the Board, the California State Teachers' Retirement Fund, and all of the officers, trustees, agents and employees of the foregoing, from and against any and all losses, costs, liabilities, damages or deficiencies, including interest, penalties and attorneys' fees, which 1) arise out of or are due to a breach by Contractor of any of its representations, warranties, covenants or other obligations contained in this Agreement, or 2) are caused by or resulting from Contractor's acts or omissions constituting bad faith, willful misfeasance, negligence or reckless disregard of its duties under this Agreement, or 3) accrue or result to any of Contractor's subcontractors, materialmen, laborers or any other person, firm or corporation furnishing or supplying services, material or supplies in connection with the performance of this Agreement.
8. Contractor's Information Security Representations and Warranties
- a. Contractor warrants that any material information relating to any security incidents (i.e. any data breach triggering a legal duty of notification) from the past five (5) years has been disclosed to CalSTRS.
 - b. Contractor shall disclose any legal or regulatory actions pending against Contractor relating to an Incident, and to Contractor's actual knowledge, also disclose if there are any legal or regulatory actions threatened against Contractor relating to an Incident.
 - c. Contractor warrants that there will be no processing, storage, or transmission of CalSTRS Information by third parties (fourth parties to CalSTRS) not approved by CalSTRS in writing. Contractor shall direct any approved third party to

adhere to the provisions of this Addendum. Contractor will provide copies of its fourth-party risk management policies to CalSTRS upon request.

- d. Contractor represents and warrants that it shall employ or contract with and retain at all times sufficient personnel qualified or paid security service to maintain and execute its Information Security Plan.

9. Cyber Security Insurance

When deemed necessary by CalSTRS, in addition to that insurance required to be carried by Contractor under the Agreement, Contractor agrees to obtain and maintain during the term a policy of insurance that provides coverage for privacy and data security incidents with policy limits of at least \$1,000,000 (per occurrence) and \$5,000,000 (aggregate). The cost of this additional policy shall be borne by Contractor and the policy shall include coverage for the reasonable cost of investigating and responding to information security incidents.

10. Affect on Related Transactions

The terms of this Addendum shall apply to all contracts, subcontracts, and sub-awards, regardless of whether they are for the acquisition of services, goods, or commodities. The Contractor shall incorporate the contents of this Addendum into each subcontract or sub-award to its agents, subcontractors, or independent consultants.

11. Amendment

The parties acknowledge that federal and state laws and regulations relating to information security and privacy are rapidly evolving and that amendments to this Addendum may be required to provide for procedures to ensure compliance with such laws. The parties specifically agree to take such action as is necessary to implement new standards and requirements imposed by regulations and other applicable laws relating to the security or privacy of CalSTRS Information. The parties agree to promptly enter into negotiations concerning an amendment to this Addendum consistent with new standards and requirements imposed by applicable laws and regulations.

12. Interpretation

The terms and conditions in this Addendum shall be interpreted as broadly as necessary to implement and comply with regulations and applicable state laws. The parties agree that any ambiguity in the terms and conditions of this Addendum shall be resolved in favor of a meaning that complies and is consistent with federal and state laws and regulations.

13. Return or Destruction of CalSTRS Information

Within 30 days of written notice from CalSTRS of the termination, cancellation, expiration or other conclusion of this Addendum, Contractor will return any and all CalSTRS Information (either in original format or a reasonably acceptable human readable format

agreed upon in writing by both CalSTRS and Contractor). Contractor will destroy all CalSTRS Information, and both parties will work together in good faith to determine an appropriate timeline and confirmation process for the data destruction. This paragraph will also apply to all CalSTRS Information that is in the possession of Contractor. Contractor will certify in writing to CalSTRS that Contractor has returned any and all CalSTRS Information, or destruction has been completed.

If Contractor believes that return or destruction of the CalSTRS Information is technically impossible or impractical, Contractor shall provide CalSTRS with a written statement of the reason executed under penalty of perjury under the laws of the state of California. If CalSTRS decides that return or destruction is technically impossible or impractical, Contractor will continue to protect the CalSTRS Information in perpetuity in accordance with the terms of this Addendum and under the coverage outlined in Section 9 of this Addendum.

14. Contact Information

To direct communications to the above referenced CalSTRS staff, the Contractor shall initiate contact as indicated herein. CalSTRS reserves the right to make changes to the contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Addendum or the Agreement to which it is incorporated.

CalSTRS Compliance Officer	CalSTRS Information and Security Officer	CalSTRS IT Service Desk
Name: Office of the General Counsel Phone: 916-414-1724 Email: compliance@CalSTRS.com	Name: Information Security Office Phone: 916-414-1999 Email: ISO@CalSTRS.com	Name: IT Service Desk Phone: 916-414-HELP Email: TSServiceDesk@CalSTRS.com

ATTACHMENT 1

CALSTRS MINIMUM INFORMATION SECURITY REQUIREMENTS

SAMPLE

CalSTRS Minimum Information Security Requirements

This orange highlight refers to controls that apply to the Moderate Tier, all controls apply to the High tier.

This document summarizes the minimum information security requirements required by CalSTRS Information Security Office (ISO). ISO may require additional security controls upon completion of a comprehensive security risk assessment.

Account Management and User Provisioning	
1.	There may be only one user associated with an account. Users may not share an account.
2.	Role-based access controls should be used whenever feasible, in order to support changes in staff or assigned duties and provide separation of duties.
3.	Standard security principles of granting the least privilege necessary to perform assigned duties must always be used, where administratively feasible.
Architecture	
4.	SaaS and cloud-based solutions shall route users through CalSTRS owned security gateway/broker to maintain CalSTRS security controls.
5.	CalSTRS requires a multi-tier (n-tier) client-server architecture. <i>Distributed Servers</i> <ol style="list-style-type: none">Each layer (presentation, business, and data) must physically reside on a different serverMust have a minimum of 3 tiers of physical separation
6.	<i>Distributed Firewalls</i> <ol style="list-style-type: none">Client to Presentation must be a physical firewallPresentation to Business may be a logical or physical firewallBusiness to Data must be a physical firewall
7.	<i>Firewall Configuration</i> <ol style="list-style-type: none">Authorized inbound or outbound network connections must be allowed by an explicit rule and/or list.Configuration changes must be approved by CalSTRS CISO and must be vetted through CalSTRS change management processes.

Audit and Event Logging																							
8.	<p><i>Event and Activity Logging</i></p> <ol style="list-style-type: none">1. An audit record must be kept of every log in and log off of the hosted system. Every audit log must uniquely identify, and capture activities and events determined by ISO.2. Logs required by this Standard must be compatible with and transferred to a log aggregation system in an ongoing manner. The log aggregation system is expected to be an enterprise Security Information and Event Monitoring system (SIEM).3. The following items must be performed to increase the security of the logs:<ol style="list-style-type: none">a. Limit viewing of the logs to those with a job-related requirement.b. Logs in the SIEM should be made inaccessible to the Administrators of the systems whose data is being logged. This provides accountability for, and auditing of, the Administrator’s actions.																						
9.	<p><i>Availability and Retention</i></p> <ol style="list-style-type: none">1. Audit records must be available upon an agreed acceptable timeframe for logs in the system and logs exported for SEIM consumption.2. The need for system and application logging must be part of the design requirements for new systems and architected accordingly. Consideration should be given to computing overhead and resources such as log storage needs, scalability, and other resources required to perform specific audit and logging tasks.																						
Encryption Standards																							
10.	<p>Data classified as Moderate or High Risk by CalSTRS must be encrypted with one of the following encryption algorithms:</p> <table><tr><th>Algorithm</th><th>Minimum Key Length</th><th>Purpose</th></tr><tr><td>AES</td><td>128 bits</td><td>Data Storage/Data Transport</td></tr><tr><td>DSA</td><td>2048 bits</td><td>Digital Signatures</td></tr><tr><td>ECDSA</td><td>256 bits</td><td>Digital Signatures</td></tr><tr><td>RSA</td><td>2048 bits</td><td>Digital Signatures/Session Establishment</td></tr><tr><td>Diffie-Hellman</td><td>2048 bits</td><td>Session Establishment</td></tr><tr><td>ECDH</td><td>256 bits</td><td>Session Establishment</td></tr></table>		Algorithm	Minimum Key Length	Purpose	AES	128 bits	Data Storage/Data Transport	DSA	2048 bits	Digital Signatures	ECDSA	256 bits	Digital Signatures	RSA	2048 bits	Digital Signatures/Session Establishment	Diffie-Hellman	2048 bits	Session Establishment	ECDH	256 bits	Session Establishment
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11.	Data integrity must be established and verified with the following hashing algorithms:																			
	<table><tr><th>Algorithm</th><th>Minimum Digest Length</th></tr><tr><td>SHA2</td><td>256 bits</td></tr></table>	Algorithm	Minimum Digest Length	SHA2	256 bits															
Algorithm	Minimum Digest Length																			
SHA2	256 bits																			
12.	All cryptographic encryption keys must be kept confidential, restricted to the fewest number of custodians necessary, and stored in the fewest possible locations.																			
13.	Retirement or replacement of keys (for example, archiving, destruction, and/or revocation) when the integrity is suspected of being weakened or compromised.																			
	Passwords																			
14.	Password authentication must include an identification component (user ID) and a password component. Once established, the identification component for individuals must remain unchanged and be consistent throughout every CalSTRS information system, where possible. The user ID will be retained as long as needed for business or legal requirements.																			
15.	Must consist of alphanumeric characters, to include at least 3 different character sets (UPPERCASE, lowercase, numbers, symbols).																			
16.	Systems that can accept passwords of fifteen (15) characters or more in length must be configured with the following rules:																			
	<table><tr><th></th><th>User Accounts</th><th>Administrative, System and Service Accounts</th></tr><tr><td>Password History</td><td>12 cycles</td><td>12 cycles</td></tr><tr><td>Maximum Password Age</td><td>730 days</td><td>30 days</td></tr><tr><td>Minimum Password Length</td><td>15 characters</td><td>20 characters</td></tr><tr><td>Account Lockout Threshold</td><td>5 attempts</td><td>5 attempts</td></tr><tr><td>Other Conditions</td><td></td><td>Must be managed via PAM solution</td></tr></table>		User Accounts	Administrative, System and Service Accounts	Password History	12 cycles	12 cycles	Maximum Password Age	730 days	30 days	Minimum Password Length	15 characters	20 characters	Account Lockout Threshold	5 attempts	5 attempts	Other Conditions		Must be managed via PAM solution	
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Other Conditions		Must be managed via PAM solution																		

17.	Systems that have fixed password limitations of eight (8) characters, must be configured with the following rules:																	
		<table><tr><th></th><th>User Accounts</th><th>Administrative, System and Service Accounts</th></tr><tr><td>Password History</td><td>12 cycles</td><td>12 cycles</td></tr><tr><td>Maximum Password Age</td><td>90 days</td><td>365 days</td></tr><tr><td>Minimum Password Length</td><td>8 characters</td><td>8 characters</td></tr><tr><td>Account Lockout Threshold</td><td>5 attempts</td><td>5 attempts</td></tr></table>		User Accounts	Administrative, System and Service Accounts	Password History	12 cycles	12 cycles	Maximum Password Age	90 days	365 days	Minimum Password Length	8 characters	8 characters	Account Lockout Threshold	5 attempts	5 attempts	
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18.	User default passwords/initial passwords must be changed upon first login, or as soon as possible.																	
19.	Passwords may not contain your user ID or any part of a full name.																	
20.	Guest accounts or accounts with empty passwords are prohibited.																	
21.	Passwords must never be used in scripts or macros.																	
22.	Default device passwords must be changed before a physical device is placed on the network, or as soon as possible after connection to the network.																	
23.	Accounts, including testing and training accounts, must not have generic passwords (i.e. Password1). Set first-time passwords to a unique value for each user and change it as soon as possible.																	
24.	Passwords should not be based on personal information such as names of family members, family pet, phone number, etc.																	
25.	Domain administrator, system and service account passwords must: <div><div>1. Be changed when staff having knowledge of or access to the password(s) vacate their position.</div><div>2. Always be kept confidential and shared with the minimum number of system administrators required for system support.</div><div>3. Accounts that have IT system-level privileges must have a unique password from all other accounts provided to that user.</div></div>																	
26.	Use of built-in password enforcement mechanisms must be utilized whenever available to ensure that passwords conform to the password standard.																	
27.	Multifactor Authentication (MFA) should be used, as appropriate, to supplement the password standard. For example, when accessing CalSTRS resources remotely.																	

30.	<p>Distribution of passwords must use methods that ensure only the intended authorized individuals receive the passwords.</p> <ol style="list-style-type: none"> 1. Telephone – once the recipient has had their identity verified by an authorized account administrator. 2. Email – independent from any identification component (user ID)
31.	<p>Account holders must adhere to the following password protection requirements:</p> <ol style="list-style-type: none"> 1. New passwords must be significantly different from previous passwords. They must not follow a predictable pattern. For example: Spring2020 becomes Summer2021. 2. Group or shared accounts and passwords are not permitted. 3. Passwords must be kept confidential and never shared with anyone for any reason. This includes coworkers, management, or technical support staff. 4. Passwords should not be written down. If a password needs to be documented, it must be secured or saved using approved encryption and storage systems. 5. Disclosure of your password(s) to anyone for any reason is prohibited. 6. The “Autofill” or “Remember Password” feature in any application besides the PAM solution or CalSTRS approved password vault must not be used.
Patches, Hotfixes and Updates	
32.	<p><i>Server</i></p> <ol style="list-style-type: none"> 1. High severity patches should be applied to all production and non-production servers no later than 14 calendar days after release by the vendor. 2. Critical patches, hot-fixes, updates, and vulnerabilities on internet accessible equipment must be implemented no later than the first Monday following the release from the manufacturer. 3. Emergency patches, hot-fixes, and updates must be implemented no later than 48 hours following the release from the manufacturer.
33.	<p><i>Infrastructure</i></p> <ol style="list-style-type: none"> 1. Review of available infrastructure patches e.g. Firewalls, Routers, Switches, and network appliances must be conducted no less than quarterly. 2. ISO will consult with implementing parties to schedule additional infrastructure patching as necessitated by high-risk vulnerabilities.

34.	<p>Endpoints</p> <ol style="list-style-type: none"> 1. High severity patches, hot-fixes, and updates must be tested and implemented to all production and non-production endpoints no later than 14 calendar days following the release from the manufacturer. 2. Critical patches, hot-fixes, and updates must be implemented no later than 7 calendar days following the release from the manufacturer. 3. Emergency patches, hot-fixes, and updates must be tested and implemented no later than 48 hours following the release from the manufacturer.
Virus Protection	
35.	<p>Detection and Protection Capabilities</p> <ol style="list-style-type: none"> 1. Utilize both signature and signature-less detection and prevention techniques. 2. Provide real-time on-agent prevention and detection. 3. Utilize Artificial Intelligence to prevent and detect abnormalities, indicators of compromise and attempted exploits including zero day attacks. 4. Detect and prevent memory based and/or file-less attacks. 5. Support common Security Incident Event Management (SIEM) integrations. 6. Support off-premise detections and protection. 7. Support a tiered management structure with multi-tenancy options for sub-allocated management teams and support Role Based Access Control (RBAC) and delegated access options. 8. Provide a means to see a near real-time endpoint inventory, and online reports for system application, including versions of applications. 9. Support current and updated releases of Windows, Linux, and Mac systems. As well as be continually updated by the vendor to new versions as they are released.
36.	<p>Endpoint Agent Configuration</p> <ol style="list-style-type: none"> 1. An approved antivirus must be enabled on all CalSTRS owned and managed systems and kept up to date. Antivirus must utilize signature, and signature-less prevention techniques. 2. Software agent must have a password to prevent from being disabled or uninstalled by unauthorized users. 3. Provide a centralized software distribution process for updates or integration with an existing distribution solution.

37.	<p><i>Investigative Support Capabilities</i></p> <ol style="list-style-type: none">1. Include a historical timeline of all primary endpoint events across all monitored endpoints to determine the technical changes that occurred (e.g., file, registry, network, driver and execution activities) and the business effect (e.g., loss of customer data and transaction fraud).2. Provide the following investigative scanning capabilities:<ol style="list-style-type: none">a. RegEx, File, Hash, and value search across all endpoints.b. Malicious activity review and validation including analysis, tagging, notes, and workflows.c. Hunting via integrated event collection and analysis for defensive investigation / review of potential indicators of compromise.3. Support root cause assessments via integrated forensic capabilities to include user and entity behavior analysis, and historical process mapping.4. Provide pre-made analysis and reporting tools (as well as the ability to customize tools and searches).
Web Application Security	
38.	<p><i>Server Configuration</i></p> <ol style="list-style-type: none">1. All HTTP connections must be redirected to HTTPS.2. Web applications must use TLS 1.2 for data in transit, and TLS 1.3 where possible.3. Unused files are to be removed from production web servers.4. Development must not be done in a production environment.5. Do not store API keys, passwords, or certificates in configuration files.6. Static HTML pages must not have execute permissions available.7. Disable directory viewing on the web server.8. DNS aliases must be used to access applications. The server hostname or IP address is not to be used for user access.

39.

Security Header Settings

1. The following are mandatory security header settings:

Header	Field Value
Strict-Transport-Security	max-age=31536000 (1 year)
X-Content-Type-Option	Nosniff

2. The following security headers are required for websites that interact with data classified as high risk.

Header	Field Value
Referrer-Policy	no-referrer-when-downgrade
Content-Security-Policy	Value is dependent on website content.
X-Frame-Options*	SAMEORIGIN

* Where possible use both X-Frame-Options in addition to frame-ancestor directive in Content-Security-Policy

40.	<p><i>Authentication and Access Control</i></p> <ol style="list-style-type: none">1. All authentications must be encrypted in transit.2. Logon or authentication cookies must not be persistent.3. Perform data validation on both password and username form fields.4. Do not hard code the database name, username, or hostname into the application.5. Where possible, use a centralized authentication service.6. Back end servers must validate the identity of the requesting web servers.7. Implement strong authentication mechanisms, such as multi-factor authentication (MFA), for user access to web applications that contain high risk data.8. The principal of least privilege must be applied when granting permissions, including web server accounts.9. Enforce strong password policies, as stated in the Passwords section.10. Authentication error messages must be generic and not disclose any sensitive information regarding the account, such as the validity of the username or password.
41.	<p><i>Data Validation and Interfaces</i></p> <ol style="list-style-type: none">1. All data input must be validated on the server side.2. Session IDs and cookies must be passed via TLS (HTTPS) and tokens must be validated.
42.	<p><i>Authenticated Session Management</i></p> <ol style="list-style-type: none">1. Always generate a new session ID for each new login request.2. Use session ID's that are random and not sequential in nature.3. Use encryption to protect the authenticated Session ID in transit.4. Servers must deactivate the session token at logout.5. Applications that contain PII must implement a security timeout feature no greater than twelve hours.6. Applications must challenge users to validate their credentials beyond the initial application log when changing PII.

Artificial Intelligence (AI)

51.	<p>Are you utilizing Artificial intelligence (AI)? If so, which AI technology is employed?</p> <ol style="list-style-type: none"> 1. Traditional AI – Early AI methods that rely on predefined rules, logic reasoning, and knowledge representation without learning from data. 2. Machine Learning (ML) – A subset of AI enabling systems to learn from data and improve over time without explicit programming for each task. 3. Generative AI – Refers to pre-trained AI systems capable of generating content (such as text, images, audio, videos, simulations, and programming code) responses, or solutions autonomously. 4. Other Specialized AI Techniques – please specify.
52.	<p>How will the AI technology be trained?</p> <ol style="list-style-type: none"> 1. CalSTRS data only 2. Data external to CalSTRS 3. CalSTRS data and data external to CalSTRS
53.	<p>CalSTRS data must not be shared externally. AI technologies external to CalSTRS must not be trained with CalSTRS data. AI technology must not be trained on copyrighted material.</p>
54.	<p>Where will the AI be located?</p> <ol style="list-style-type: none"> 1. Internal – AI is managed, stored, and processed within the CalSTRS infrastructure, such as onsite or in the CalSTRS private cloud tenant. 2. External – AI is managed, stored, and processed external to CalSTRS, within a third-party's internal or cloud infrastructure, outside of a CalSTRS tenant. 3. Hybrid – Involves CalSTRS and a Third-Party. AI can be stored in either party's tenant with data processed by either party. Additionally, AI could be managed by either party with an accompanying shared responsibility model.
55.	<p>Do you have a shared responsibility model for your cloud infrastructure?</p> <ol style="list-style-type: none"> 1. If yes, please provide. 2. If not, please provide detail of your responsibility model.

56.	AI-powered search capabilities must be secure and compliant by validating data, transparently updating algorithms with rigorous testing, enforcing strict access controls, compliance with privacy regulations, continuous monitoring, incident response planning and communicating changes clearly with CalSTRS.
57.	<p>What type Large Language Model (LLM) is being utilized?</p> <ul style="list-style-type: none"> • BERT (Bidirectional Encoder Representations from Transformers) • GPT (Generative Pre-Trained Transformer) • RoBERTa (Robustly Optimized BERT Approach) • T5 (Text-To-Text Transfer Transformer) • XLNet • Electra • ALBERT (A Lite BERT) • Other, please specify
Third-Party Service Providers	
43.	CalSTRS data and structure must not be visible to other customers of the third-party service provider or be available to use in “general” literature and benchmarking.
44.	CalSTRS data must reside solely on systems hosted within the Continental US. No CalSTRS data shall be stored, backed-up, or collocated outside the Continental US.
45.	<p>Independent verification through the following audit reports shall be provided to CalSTRS.</p> <ol style="list-style-type: none"> 1. SOC 2, Type 2 attestation. If this level of independent audit report is not available, the CalSTRS Information Security Office will determine if an alternative report type is acceptable. 2. SOC reports must be within the last 12 months and shall be provided to CalSTRS annually, each year thereafter, or on a frequency determined by the CalSTRS Information Security Office. 3. The service organization must provide a plan to correct negative findings prior to the delivery of any services. Negative findings must be formally accepted by CalSTRS Information Security Office.
48.	Upon CalSTRS request, any and all CalSTRS Information/data in the possession of or stored on third-party service provider’s systems must be returned to CalSTRS in either the original format or a reasonably acceptable human readable format agreed upon in writing by both CalSTRS and the contractor. After CalSTRS formally accepts the returned data, data must be permanently removed from third-party service provider’s possession and written assurances provided to CalSTRS.

49.	<p>Third-party service provider shall report any confirmed or suspected Incident to CalSTRS immediately upon discovery and identify:</p> <ol style="list-style-type: none">1. The nature of the Incident2. The CalSTRS Information at issue3. The person(s) involved in the Incident (if known)4. Any responsive mitigation measures which have been taken (or which are proposed to be taken)5. What corrective action third-party service provider has taken (or plans to take) in order to prevent future similar Incidents6. All audit logs surrounding security incidents must be provided to CalSTRS immediately upon request7. In addition, third-party service provider shall provide any related additional information or reports reasonably requested by CalSTRS8. In the event Contractor undertakes any investigation of a suspected Incident, it shall keep CalSTRS regularly apprised of its investigatory progress at intervals requested by CalSTRS
50.	<p>Third-party service provider shall implement physical security controls, including:</p> <ol style="list-style-type: none">1. Key card badging system2. Logs of all inbound and outbound access of facility (up to 90 days)3. Video surveillance system that stores and logs video for the purpose of review if there is a security incident (up to 90 days)4. On-site security guard(s) on duty 24 hours monitoring5. Must have security system with 24-hour monitoring6. Fire detection and protections capabilities7. Confidential shredding or destruction onsite if CalSTRS physical media are involved