



MALIA M. COHEN
CALIFORNIA STATE CONTROLLER

June 6, 2025

REQUEST FOR PROPOSAL (RFP) (Secondary) NUMBER EEOS90425

Photographer and Videographer Services in Northern California

Notice to Prospective Proposers

You are invited to review and respond to this Request for Proposal (RFP) (Secondary) Number **EEOS90425**. In submitting your proposal, you must comply with these instructions.

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

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

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

Note that all contracts entered into with the State of California will include by reference General Terms and Conditions and Contractor Certification Clauses that may be viewed and downloaded at Internet site <https://www.dgs.ca.gov/ols/resources/page-content/office-of-legal-services-resources-list-folder/standard-contract-language>. If you do not have Internet access, a hard copy can be provided.

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

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

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Standard Agreement

Exhibit A – Scope of Work

Exhibit A – Attachment 1, Key Staff Change Order Request Form

Exhibit A – Attachment 2, Key Staff Reference Form

Exhibit A – Attachment 3, Prime Contractor's Certification – Small Business Subcontractor Report

Exhibit B – Budget Detail and Payment Provisions

Exhibit B – Attachment 1, Cost Worksheet

Exhibit C – General Terms and Conditions (GTC 02/2025) **

Exhibit D – Special Terms and Conditions

Exhibit E – Resumes

*Submit only if applicable.

**Incorporated by reference only.

A. Purpose and Description of Services

The State Controller's Office (SCO) Public Affairs Office (PAO) is seeking professional videography and photography services in Northern California.

The services shall include taking videos and photos of the California State Controller and other individuals during events located throughout Northern California and applicable post-production tasks. The Northern CA region shall encompass the following Counties:

Northern California Region defined by County:

Alameda	Madera	San Joaquin
Alpine	Marin	San Mateo
Amador	Mariposa	Santa Clara
Butte	Mendocino	Santa Cruz
Calaveras	Merced	Shasta
Colusa	Modoc	Sierra
Contra Costa	Mono	Siskiyou
Del Norte	Monterey	Solano
El Dorado	Napa	Sonoma
Fresno	Nevada	Stanislaus
Glenn	Placer	Sutter
Humboldt	Plumas	Tehama
Lake	Sacramento	Trinity
Lassen	San Benito	Tuolumne
	San Francisco	Yolo
		Yuba

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

Background

The State Controller's Office (SCO) is responsible for the transparency and accountability of the state's financial resources. SCO ensures the appropriate disbursement and tracking of taxpayer dollars. The Controller serves on dozens of state boards, commissions, and committees with duties ranging from administrative oversight of the nation's two largest public pension funds to protection of state lands and coastlines, to modernization and financing of major infrastructure.

Given the complex and critical nature of this work, video and photography are essential tools for effectively educating and engaging Californians on the responsibility of the SCO in a way that is quick, accessible, and dynamic. Today's information landscape is digital, on demand, and 24/7. SCO must leverage video/photography to capture and share the services, resources, and expertise of SCO in a way that is competitive in this multimedia environment. Meanwhile, managing a videographer/photographer through the Executive Office ensures accuracy of information and access to the Controller and key leadership.

SCO also offers fiscal guidance to local governments and has independent auditing authority over all government agencies that spend state funds. SCO's primary objectives are to:

- Maintain the state's official accounting book of record.
- Inform the public of the state's financial condition.
- Account for and control disbursement of all state funds, issuing warrants in payment of the state's bills including lottery prizes and unclaimed property.
- Determine legality and accuracy of financial claims against the state.
- Audit state and local government programs.

- Safeguard many types of assets until claimed by the rightful owners, in accordance with the Unclaimed Property Law.
- Inform the public of financial transactions of city, county, and other local governments.
- Administer the Uniform State Payroll System.
- Audit and process all personnel and payroll transactions for state civil service, state exempt employees, state university employees, and college system employees.

Agreement Term

The term for this agreement shall be two years with the options to amend to extend the term for one year, add funds, and/or increase the number of hours. The rates in Exhibit B, Attachment 1, Cost Worksheet will not change as a result of any amendment to this agreement. This agreement may be terminated by SCO with 30 days' written notice to the Contractor.

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

Agreement Amount

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

B. Minimum Qualifications

Proposers must meet all of the following Minimum Qualifications and submit the required Attachment and any documents (i.e., organizational charts, resumes, licenses, and degrees, etc.) that clearly explain and substantiate how the particular Minimum Qualification is met to be considered responsive. A responsive proposal is one that meets or exceeds all the requirements stated in this RFP.

Any proposal that does not meet the Minimum Qualifications and does not submit the required documents may be considered non-responsive and may be disqualified. Failure to satisfy any of these qualifications and requirements upon submittal of the Proposal will result in the rejection of the Proposal.

1. Firm Minimum Qualifications (FMQs)

The Proposing Firm is expected to have a proven record of success providing photographer and videographer services and be responsible for all aspects of the service, including any subcontractors and the proposed Key Staff.

Proposers must complete and submit as part of the Proposal, **Attachment 16, Firm Qualifications Workbook, Firm Minimum Qualifications (FMQ) tab** to confirm that the Proposer Firm experience meets all of the qualifications listed below.

- a. The Proposing Firm must have at least three years of experience within the past five years photographing or videoing State Government, elected officials, corporate executives, or other high-profile clients.
- b. The Proposing Firm must own videography and photography equipment that is reliable and in good working condition and provide a list of such equipment.

- c. The Proposing Firm must have five years of experience delivering raw and edited video and photo files to clients.
- d. The Proposing Firm must have a minimum of five years of experience professionally editing videos and photos. A link to access your Firm's portfolio must be included in Attachment 16, Firm Qualifications Workbook, FMQ tab. The content submitted via portfolio will be for evaluation purposes only and must remain publicly accessible and unmodified from the Proposal submission date through August 30, 2025.
- e. The Proposing Firm must provide a minimum of three Key Staff capable of performing either photographer or videographer duties and are able to attend events throughout Northern California.
- f. The Proposing Firm must be able to travel to events throughout Northern California.

2. Key Staff Minimum Qualifications (KSMQ)

The Proposer must identify a minimum of three Key Staff who will perform services for this agreement, including subcontractor Key Staff (if applicable). The Proposer must complete and submit **Attachment 17, Key Staff Qualifications Workbook, Minimum Qualifications (KSMQ) tab** for all proposed Key Staff and provide resumes, degrees, and/or certifications (if applicable) for Key Staff to validate staff qualifications.

Each proposed Key Staff must have the following:

- a. A bachelor's degree in one of the following: photography, cinema, film or video production, digital media, graphic design. A copy of the degree must be provided.

Additional qualifying experience may be substituted for the required education on a year-for-year basis. Four years of experience can be substituted for a bachelor's degree. The substituted experience must be in addition to the required years of experience in Section 2. Key Staff Minimum Qualifications, Item b. Example: If the Experience requirement is five years, and the individual is substituting four years of experience in lieu a bachelor's degree, a total of nine years of experience is required.

- g. A minimum of five years of experience providing demonstrated photography and videography projects. A link to access each Key Staff's labeled portfolio of photography and videography must be included in Attachment 17, Key Staff Qualifications Workbook, KSMQ tab. The content submitted via portfolio will be for evaluation purposes only and must remain publicly accessible and unmodified from the Proposal submission date through August 30, 2025.

3. Firm Desirable Qualifications (FDQs)

Proposers must complete and submit **Attachment 16, Firm Qualifications Workbook, Firm Desirable Qualification (FDQ) tab** to qualify for additional points.

- a. Experience managing or leading start-to-finish video production, including but not limited to:
 - 1) Planning, filming, editing, distributing and/or preparing distribution of photo and video content for various purposes such as marketing, entertainment, education, and more. (10 points)
 - 2) Performing captioning, voice work, music for backing tracks, and other materials and services necessary for post-production. (10 points)

- 3) Providing access to virtual workspace for client to view video and photo projects in progress. (10 points)
- 4) Presenting finished products to clients and recommending optimal sharing guidance such as aspect ratio, file sizes, teasers, etc. for different media types. (10 points)
- b. Experience using videography and photography editing software, such as:
 - 1) Converting video/photo files into required client formats such as jpg and mp4. (10 points)
 - 2) Color corrections and grading. (10 points)
 - 3) Captioning, scripting, and/or audio description for web compliance. (10 points)
 - 4) Manipulating, editing, formatting digital imagery to create slideshows, montages, presentations, and provide final products via shared digital platforms, printing and product proofs, and/or by saving content to physical media. (10 points)
- c. Experience using digital asset management including:
 - 1) Developing, managing, assigning metadata nomenclature to be used and assigned to create and archive photography and videography, and those media assets in digital and electronic files, records, folders on client's software, SharePoint platforms, or video platforms. (10 points)
 - 2) Ability to access, administer, edit, and manage any digital asset management system that houses multimedia, serving as owner or administrator(s), editor(s), metadata tagger(s), photographer(s) to evaluate the system and its content, set permissions, edit content, create and assign metadata to assets, upload images, create galleries, administer backend data, and organize assets and their associated data. (10 points)
 - 3) Backup data, share files, and manage agency photo records via SharePoint, network share drives, physical media, internet sharing platforms, and other file management and file sharing systems. (10 points)
- d. Experience advising/consulting senior leadership on best practices and recommended efficiencies, recommended tools, software, and equipment. (10 points)
- e. Experience sharing large multimedia files with clients and troubleshooting video sharing due to security/firewall challenges. (10 points)
4. Key Staff Desirable Qualifications (KSDQ)

The Proposer must complete and submit as part of the Proposal **Attachment 17, Key Staff Qualifications Workbook, Desirable Qualifications (KSDQ) tab** to qualify for additional points.

- a. Up to 10 additional years of demonstrated photography/videography project experience beyond the minimum five years of experience required in Section 2. Key Staff Minimum Qualifications, Item b. (Maximum of 75 points, 5 points for each additional year per Key Staff. Max of three Key staff can earn points.)
- b. Public or shared website containing a minimum of 30 of published video and digital media. (Maximum of 15 points, 5 per Key Staff. Max of three Key staff can earn points.) A link to access each Key Staff's labeled portfolio of photography and videography must be included in **Attachment 17, Key Staff Qualifications Workbook, KSDQ tab**. The content submitted via portfolio will be for

evaluation purposes only and must remain publicly accessible and unmodified from the Proposal submission date through August 30, 2025.

- c. An advanced degree in photography, cinema, film/video production, digital media, graphic design, or broadcast. A copy of the degree must be provided. (Maximum of 30 points, 10 points per Key Staff. Max of three Key staff can earn points.)

5. Background Check

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

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

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

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

6. Licenses, Permits, and Certifications

- a. The Proposer must provide copy of a valid California city or county business license (if applicable); or, if a corporation is located within the State of California, incorporation documents; or letter from the Secretary of State or, if not a California business, an affidavit that the business is in good standing with the state, province, or country in which business is headquartered.
- b. The Proposer shall obtain, at their expense, all license(s) or permits required by law for accomplishing any work required in connection with this agreement.
- c. All licenses must remain valid for the term of the Agreement. In the event that any license or certification expires at any time during the term of this agreement, the Contractor agrees to provide SCO a copy of the renewed license or certification within 30 days' following the expiration date. In the event the Contractor fails to keep in effect at all times all required licenses or certifications, SCO may, in addition to any other remedies it may have, terminate this agreement upon occurrence of such event.

C. Proposal Requirements and Information

1. Key Action Dates

ACTION	DATE
RFP Available to Prospective Proposers	June 6, 2025
Written Questions Submittal Deadline	June 13, 2025 by 2:00 p.m. PT*
Written Questions & Answers Released	June 20, 2025
Final Date for Proposal Submission	June 27, 2025 by 2:00 p.m. PT*
Evaluation of Proposals**	June 30 – July 09, 2025
Interviews***	June 09 – July 16, 2025
Notice of Intent to Award	July 17, 2025
Proposed Award Date	July 24, 2025
Agreement Begins	July 24, 2025 or upon DGS approval

*Pacific Time (PT)

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

***The interview dates are approximate and may be adjusted by SCO as needed without an addendum to this RFP. Proposers and Key Staff should be available during the Key Action Dates identified to participate in interviews. If deemed nonresponsive or unavailable to interview, proposers will receive zero points for this scoring component.

2. Written Questions & Answers

- a. Proposers may submit questions for clarification of the content of this RFP to SCObids@sco.ca.gov. **Questions and any proposed changes must be submitted by the Written Questions Submittal Deadline date as stated in Section C, Proposal Requirements and Information, 1. Key Action Dates.**
- b. The subject line of the email should read, *RFP EEOS90425 Questions – Company Name*.
- c. The Proposer must reference the section and page number about which they are inquiring.
- d. Written Questions and Answers will be provided without identifying the submitter. SCO may paraphrase questions, at its sole discretion, for clarity.
- e. Questions and Answers will be posted to Cal eProcure on or before the Written Questions & Answers Released date specified in Section C, Proposal Requirements and Information, 1. Key Action Dates.

3. Technical Proposal

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

a. Attachment 1, Required Attachment Checklist

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

b. Proposer Guarantee

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

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

c. Work Plan/Methodology

The Proposer shall provide a detailed Work Plan/Methodology that will be scored on comprehensiveness and detail provided. The narrative must be no more than **eight pages** in length, single spaced Arial font 12 and provides.

- 1) An overview of the required tasks and work products.
- 2) A description of a proposed work plan to document, schedule, and track multimedia projects, production and delivery timelines, and report overall progress.
- 3) A description of experience developing written or online report at close of contract detailing services provided.
- 4) Samples of work from other projects that relate to the identified deliverables.
- 5) Identifies safeguards in place to protect your customer's confidential and sensitive data.
- 6) A description of experience managing or leading start-to-finish video production from event to delivery.
- 7) A brief summary on how files are typically delivered.
- 8) A written contingency plan that details the following:
 - i. Written backup plan including a backup Key Staff, key equipment backups including camera, lens, flash, batteries/battery pack, power cords or adapters, chargers, tripods, and microphones.
 - ii. Written backup plan for sharing data in case of transfer error and/or corruption/malfunction of hardware or software copies of files. Description of specific steps recommended and examples of how data has been shared for past clients in the case where there was a transfer error, corruption, or malfunction that inhibited typical sharing procedures.

Narratives consisting of more than eight pages will only have the first eight pages evaluated.

d. Firm References

The Proposer shall provide **three** current references for similar type of services performed within the last ten years on Attachment 18, Firm References. References shall substantiate

the Proposer's expertise and experience in providing services. **Attachment 18, Firm References must be completed in its entirety.** Include the service description, name, and current telephone number of the reference contact person(s), the score, and signature of the reference contact person(s).

- 1) At least one reference must be from an engagement used to meet the Firm Minimum Qualifications.
- 2) References will be contacted to validate ratings. SCO will make up to three attempts via phone/email to validate references. Failure to reach a listed reference will result in the ratings being scored zero and the Proposal may be deemed non-compliant and disqualified in its entirety. References will be scored based on the accumulative average score provided by the three references listed on Attachment 18, Firm References.

e. Key Staff References

The Proposer shall provide **three** current references for each proposed Key Staff for similar types of services performed within the last five years on Attachment 19, Key Staff References. References shall substantiate the Key Staff's expertise and experience in providing services. **Attachment 19, Key Staff References must be completed in its entirety.** Include the service description, name, and current telephone number of the reference contact person(s), the score, and signature of the reference contact person(s).

- 1) At least one reference must be from an engagement used to meet the Firm Minimum Qualifications.
- 2) References will be contacted to validate ratings. SCO will make up to three attempts via phone/email to validate references. Failure to reach a listed reference will result in the ratings being scored zero and the Proposal may be deemed non-compliant and disqualified in its entirety. References will be scored based on the accumulative average score provided by the three references listed on Attachment 18, Firm References.

D. Submission of Proposal

1. Proposals must be submitted as set forth below.

- a. Proposers must submit their proposal (Technical Proposal and Cost) in portable document format (PDF) and Attachment 16, Firm Qualifications Workbook and Attachment 17, Key Staff Qualifications Workbook in Excel attached to an email to SCOBids@sco.ca.gov by the date and time specified in Section C, Proposal Requirements and Information, Item 1. Key Action Dates. Subject line must include *RFP EEOS90425 – Videographer Photographer*.

b. Email Requirements

- 1) Proposers must ensure that emails do not exceed a file size of 20 megabytes.
- 2) Proposers must ensure that emails do not contain scripts, executable files, password protections, or macros, which may make their emails undeliverable.
- 3) Do not imbed links within the PDF—all portfolio links must be contained within the Excel workbook.
- 4) If the email should exceed acceptable file size, the Proposer shall split the email into multiple emails to ensure delivery.

- 5) Proposals sent from unrecognized email servers may be blocked by SCO security filters and be flagged as spam, thereby rendering them unsubmitted.
- 6) An automatic reply from SCOBids@sco.ca.gov confirms receipt of proposers' emails. *Automatic replies only confirm receipt of emails and do not assess proposers' responsiveness to the IFB requirements in the email content or in any attachments therein.*

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

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

- q. SCO does not accept alternate agreement language from a prospective contractor. A proposal with such language will be considered a counterproposal and will be rejected. The State's General Terms and Conditions (GTC 02/2025) are not negotiable.
- r. No oral understanding or agreement shall be binding on either party.

E. Evaluation Process

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

a. Preliminary Review

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

b. Minimum Qualification Evaluation

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

c. Technical Proposal Evaluation and Scoring

- 1) The Evaluation Team will independently evaluate each Proposer's Technical Proposal using the Proposal evaluation criteria as stated in Section E. Evaluation Process, Item 5. Evaluation Worksheet.

- 2) Each proposal shall be awarded up to the maximum points available in each category for a **maximum of 640 points available** with an emphasis on the experience, qualifications, and the references of the Proposer, as well as the experience and qualifications of the Key Staff assigned to SCO. The Technical Proposal should provide the detail, clarity, completeness, relevance, and appropriateness of the experience as it relates to the needs of SCO as stated in this RFP.
- 3) Once individual scoring has been completed, team members will determine a single score for each Proposers Technical Proposal upon consensus of the Evaluation Team.

d. Interviews

- 1) Interviews will be conducted with proposers that satisfy administrative and technical requirements of this RFP.
- 2) All proposed Key Staff will be required to appear and participate in a virtual team interview via Microsoft Teams. Proposer(s) will be notified in advance of the specific date and time for the interview.
- 3) Interview questions may include the following areas:
 - a) The Proposer's understanding of the scope of work, emphasizing its understanding of the SCO's objectives and the major activities that must be performed to complete the work, including examples from previous projects that validate the ability to perform the work.
 - b) The Proposer's activities that will be performed to complete the required work.
 - c) The Proposer's expectations for project members and stakeholders outside its own team.
 - d) The Proposer's Key Staff qualifications and abilities.

Table 1 - Interview Score Example:

A	B	C	D
Q#	Assigned Rating Value	Maximum Possible Score	Score (B X C = D)
1	100%	50	100% x 30 = 50
2	100%	50	100% x 30 = 50
3	100%	50	100% x 30 = 50
4	100%	40	100% x 40 = 40
5	100%	60	100% x 60 = 60
Total Interview Score (Sum all Scores)			250

*Standard rounding rules apply.

Table 2 - Interview Rating Values and Criteria:

Rating Values	Rating Criteria
100%	Excellent: All components are addressed with the highest degree of confidence.

75%	Good: The response addressed almost all of the components with an above average degree of confidence.
50%	Fair: The response addressed most of the components with an average degree of confidence.
25%	Poor: The response minimally addressed the components with a below average degree of confidence.
0	No Value: The response failed to address the topic with no degree of confidence.

- 4) All costs for developing a proposal and attending interviews are entirely the responsibility of the Proposer and shall not be chargeable to the SCO.

e. Cost Assessment and Scoring

- 1) The Evaluation Team will review the Cost Proposal Worksheets to verify mathematical accuracy and determine if there are any deviations in the proposal. If a deviation is material, it may be cause for rejection. Immaterial deviations will be processed as if no deviation had occurred.
- 2) Cost Proposal Worksheets shall be evaluated and scored based on the total proposal cost for the term of the Agreement.
- 3) The Proposer with the lowest cost Proposal will be awarded the maximum number of points available (400 points), which is 30% of the total points available (the technical score is 50% and 640 points, the interview score is 20% and 250 points, and the cost score is 30% and 400 points).
- 4) The Proposer's cost score will be based on a proportional number of points as it relates to the total costs associated with the lowest responsive proposal multiplied by the maximum number of cost points.
- 5) The following formula shall be used to determine cost points:

Lowest Proposer's Cost (\$600,000) X maximum cost points (400) divided by other Proposer's Cost = cost points awarded to the other Proposer.

$$\frac{\text{LOWEST COST PROPOSAL } (\$600,000) \times \text{400 COST POINTS AVAILABLE}}{\text{OTHER PROPOSAL COST}} = \text{COST POINTS AWARDED TO OTHER PROPOSAL}$$

Table 1. Sample Cost Assessment

Proposer	Proposal Cost	Calculation	POINTS AWARDED
A	\$675,000	\$600,000 (Proposer B) X 400 (weight) / \$675,000 (Proposer A)	355.55
B	\$600,000	\$600,000 (Proposer B) X 400 (weight) / \$600,000 (Proposer B)	400
C	\$650,000	\$600,000 (Proposer B) X 400 (weight) / \$650,000 (Proposer C)	369.23

4. Selection

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

5. Evaluation Worksheet

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

EVALUATION WORKSHEET

Name of Proposer: _____

Evaluator: _____ Date: _____

A. Administrative Evaluation

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

B. Minimum Qualification Evaluation

Proposer Firm	
Description	Pass/Fail
The Proposing Firm must have at least three years of experience within the past five years photographing or videoing State Government, elected officials, corporate executives, or other high-profile clients.	
The Proposing Firm must own videography and photography equipment that is reliable and in good working condition and provide a list of such equipment.	
The Proposing Firm must have five years of experience delivering raw and edited video and photo files to clients.	
The Proposing Firm must have a minimum of five years of experience professionally editing videos and photos. A link to access your Firm's portfolio must be included in Attachment 16, Firm Qualifications Workbook, FMQ tab. The content submitted via portfolio will be for evaluation purposes only and must remain publicly accessible and unmodified from the Proposal submission date through August 30, 2025.	

The Proposing Firm must provide a minimum of three staff capable of performing either photographer or videographer duties and are able to attend events throughout Northern California.	
The Proposing Firm must be able to travel to events throughout Northern California.	
Proposer Key Staff	
Description	Pass/Fail
<p>A bachelor's degree in one of the following: photography, cinema, film or video production, digital media, graphic design. A copy of the degree must be provided.</p> <p>Additional qualifying experience may be substituted for the required education on a year-for-year basis. Four years of experience can be substituted for a bachelor's degree. The substituted experience must be <u>in addition</u> to the required years of experience in Section 2. Key Staff Minimum Qualifications, Item b. Example: If the Experience requirement is five years, and the individual is substituting four years of experience in lieu a bachelor's degree, a total of nine years of experience is required.</p>	
<p>A minimum of five years of experience providing demonstrated photography and videography projects. A link to access each Key Staff's labeled portfolio of photography and videography must be included in Attachment 17, Key Staff Qualifications Workbook, KSMQ tab. The content submitted via portfolio will be for evaluation purposes only and must remain publicly accessible and unmodified from the Proposal submission date through August 30, 2025.</p>	

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

F. Technical Proposal Evaluation and Scoring

1. Firm Desirable Qualifications

Firm Desirable Qualifications (FDQs) are optional. If submitted, will be assessed and scored up to a maximum score of 130 points. (FDQs will be assessed and scored only for proposals that pass the Pass/Fail components.) FDQs are not required to be met to continue in the assessment process.

Description	Maximum Points	Points Scored
Each FDQ will be awarded a score of 1, 5, or 10 points.		
10 Points: Strong and clearly articulated experience. Detailed explanation provided with specific examples or evidence, showing mastery and confidence in the process.		
5 Points: Adequate experience or understanding demonstrated. Some explanation given, appears to have done this before but lacks depth or specific examples.		
1 Point: Did not provide enough experience or justification for the point. No explanation given, unclear as to if this process has been completed before by the firm.		

Experience managing or leading start-to-finish video production, including but not limited to:		
Planning, filming, editing, distributing and/or preparing distribution of photo and video content for various purposes such as marketing, entertainment, education, and more.	10	
Performing captioning, voice work, music for backing tracks, and other materials and services necessary for post-production.	10	
Providing access to virtual workspace for client to view video and photo projects in progress.	10	
Presenting finished products to clients and recommending optimal sharing guidance such as aspect ratio, file sizes, teasers, etc. for different media types.	10	
Experience using videography and photography editing software, such as:		
Converting video/photo files into required client formats such as jpg and mp4.	10	
Color corrections and grading.	10	
Captioning, scripting, and/or audio description for web compliance.	10	
Manipulating, editing, formatting digital imagery to create slideshows, montages, presentations, and provide final products via shared digital platforms, printing and product proofs, and/or by saving content to physical media.	10	
Experience using digital asset management including:		
Developing, managing, assigning metadata nomenclature to be used and assigned to create and archive photography and videography, and those media assets in digital and electronic files, records, folders on client's software, SharePoint platforms, or video platforms	10	
Ability to access, administer, edit, and manage any digital asset management system that houses multimedia, serving as owner or administrator(s), editor(s), metadata tagger(s), photographer(s) to evaluate the system and its content, set permissions, edit content, create and assign metadata to assets, upload images, create galleries, administer backend data, and organize assets and their associated data.	10	
Backup data, share files, and manage agency photo records via SharePoint, network share drives, physical media, internet sharing platforms, and other file management and file sharing systems.	10	
The following FDQ will be scored as either "Yes" or "No" "Yes" will receive a score of 10 points "No" will receive a score of 0 points		

Experience advising/consulting senior leadership on best practices and recommended efficiencies, recommended tools, software, equipment.	10	
Experience sharing large multimedia files with clients and troubleshooting video sharing due to security/firewall challenges.	10	
FDQ Total Possible Points	130	

2. Key Staff Desirable Qualifications

Key Staff Desirable Qualifications are optional and if submitted, will be assessed and scored up to a maximum score of 120 points (KSDQs will be assessed and scored only for proposals that pass the Pass/Fail components). KSDQs are not required to be met to continue in the assessment process.

Description	Maximum Points	Points Scored
Up to 10 additional years demonstrated photography/videography project experience beyond the minimum five years of experience required in Section 2. Key Staff Minimum Qualifications, Item b. (Maximum of 75 points, 5 points for each additional year per Key Staff. Max of three Key staff can earn points.)	75	
Public or shared website containing a minimum of 30 published video and digital media samples. A link to access each Key Staff's labeled portfolio of photography and videography must be included in Attachment 17, Key Staff Qualification Workbook, KSDQ tab. The content submitted via portfolio will be for evaluation purposes only and must remain publicly accessible and unmodified from the Proposal submission date through August 30, 2025. (Maximum of 15 points, 5 per Key Staff. Max of three Key staff can earn points.)	15	
The following KSDQ will be scored "Yes" or "No" for up to three Key Staff "Yes" will receive a score of 10 points "No" will receive a score of 0 points		
Advanced degree in photography, cinema, film/video production, digital media, graphic design, or broadcast. (Maximum of 30 points, 10 per Key Staff. Max of three Key Staff can earn points.)	30	
KSDQ Total Possible Points	120	

3. Proposer Guarantee

The Proposer explains their ability to perform the services identified in the Standard Agreement, Exhibit A, Scope of Work and expressing the Proposer's strong commitment to establishing, maintaining, and supporting diversity in its ownership and professional staff members.

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

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

Information Proposer Provided Indicates	Maximum Points	Points Scored
Cannot Be Met	0	
Can Be Met – Sufficient	10	
Can Be Met – Excellent	20	
Total Possible Points	20	

a. Work Plan/Methodology

The Proposer shall provide a detailed Work Plan/Methodology that will be scored on comprehensiveness and detail provided. The narrative must be no more than eight pages in length, single spaced Arial font 12.

Work Plan/Methodology Categories	Maximum Points	Points Scored
An overview of the required tasks and work products		
No clear description or lacks relevance to the project scope.	0	
Provides a general outline of tasks but lacks detail or connection to final work products.	15	
Thorough and specific overview of all tasks and clearly aligned with the expected work products.	30	
A description of a proposed work plan to document, schedule, and track multimedia projects, production and delivery timelines, and report overall progress		
No work plan provided or only vague statements about project tracking.	0	
Includes a basic plan with limited scheduling and tracking elements.	15	
Detailed plan that includes documentation, scheduling, tracking, and regular reporting processes.	30	
A description of experience developing written or online report at close of contract detailing services provided		
No experience or mention of contract closeout reporting.	0	
Some mention of reporting but with minimal examples.	15	

Demonstrates experience with detailed examples of end-of-contract reports.	30	
Samples of work from other projects that relate to the identified deliverables		
No samples provided.	0	
Some samples provided, but only loosely related to deliverables.	15	
Strong, relevant samples that clearly align with the requested deliverables.	30	
Identify safeguards in place to protect your customer's confidential and sensitive data		
No mention of data protection or only superficial comments.	0	
Some safeguards mentioned, but lacking detail or robustness.	15	
Clearly described and comprehensive data protection measures and protocols.	30	
A description of experience managing or leading start-to-finish video production from event to delivery		
No relevant experience or unclear description of role in production.	0	
Limited experience or involvement in only part of the production process.	15	
Extensive experience managing full production cycle, from event to final delivery.	30	
A brief summary on how files will be delivered		
No delivery method mentioned or lacks clarity.	0	
Delivery method mentioned but lacks technical details.	15	
Clearly outlined file delivery method with appropriate format, security, and timeline.	30	
A written contingency plan that details the following: i. Written backup plan including a backup Key Staff, key equipment backups including camera, lens, flash, batteries/battery pack, power cords or adapters, chargers, tripods, and microphones. ii. Written backup plan for sharing data in case of transfer error and/or corruption/malfunction of hardware or software copies of files. Description of specific steps recommended and examples of how data has been shared for past clients in the case where there was a transfer error, corruption, or malfunction that inhibited typical sharing procedures.		
No backup plan provided or very limited detail.	0	
Basic backup plan with some mention of staff and equipment.	30	
Detailed and complete plan with backups for all Key Staff and equipment listed.	60	
Work Plan/Methodology Total Possible Points	270	

4. Firm References

The Proposer shall provide **three** current references for similar types of services performed within the last 10 years. Attachment 18, Firm References. References shall substantiate the Proposer's expertise and experience in providing services. **Attachment 18, Firm References must be completed in its entirety.** Include the service description, name, and current telephone number of the reference contact person(s), the score, and signature of the reference contact person(s). References will be scored based on the accumulative average score provided by the three contacts listed on Attachment 18, Firm References.

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

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

5. Key Staff References

The Proposer shall provide **three** current references for each proposed Key Staff that substantiate the Key Staff's expertise in providing similar types of services performed within the last five years on Attachment 19, Key Staff References. **Attachment 19, Key Staff References must be completed in its entirety.** Include the service description, name, and current telephone number of the reference contact person(s), the score, and signature of the reference contact person(s). References will be scored based on the accumulative average score provided by the three contacts for each Key Staff listed on Attachment 19 Key Staff References.

Proposer A, Key Staff #1	PR1	PR2	PR3	PR4	PR5	Score
Reference 1	10	8	8	8	10	44
Reference 2	10	10	10	10	10	50
Reference 3	10	10	10	10	10	50
Proposer A, Key Staff #2	PR1	PR2	PR3	PR4	PR5	Score
Reference 1	10	10	10	10	10	50
Reference 2	8	5	8	8	10	39
Reference 3	8	8	8	10	10	44
Proposer A, Key Staff #3	PR1	PR2	PR3	PR4	PR5	Score
Reference 1	10	8	8	8	10	44
Reference 2	10	10	10	10	10	50
Reference 3	10	10	10	10	10	50
Subtotal (sum all reference scores)						421
Key Staff Reference Score (Subtotal ÷ # of references)						421 ÷ 9 = 47*
Key Staff References Total Possible Points						50

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

6. Interview

Interviews																																													
<p>The Proposer and their Key Staff will be required to appear—via Microsoft Teams—for a virtual interview with SCO. Proposers and Key Staff will be notified in advance of the specific date, time, and requirements. Only proposers that pass all administrative requirements and meet the minimum qualifications will have Key Staff scheduled for interviews.</p> <p>Interview Rating Values and Criteria</p> <table><tr><th>Rating Values</th><th>Rating Criteria</th></tr><tr><td>100%</td><td>Excellent: The question is fully addressed with the highest degree of confidence.</td></tr><tr><td>75%</td><td>Good: Most of the components of the question are addressed with an above-average degree of confidence.</td></tr><tr><td>50%</td><td>Fair: Some of the components of the question are addressed with an average degree of confidence.</td></tr><tr><td>25%</td><td>Poor: Components of the question are minimally addressed with a below-average degree of confidence.</td></tr><tr><td>0%</td><td>No Value: Response fails to address the components of the question.</td></tr></table>	Rating Values	Rating Criteria	100%	Excellent: The question is fully addressed with the highest degree of confidence.	75%	Good: Most of the components of the question are addressed with an above-average degree of confidence.	50%	Fair: Some of the components of the question are addressed with an average degree of confidence.	25%	Poor: Components of the question are minimally addressed with a below-average degree of confidence.	0%	No Value: Response fails to address the components of the question.	<p>Each proposer and their Key Staff’s interview score will be calculated by multiplying the maximum possible score for each interview question by the assigned rating value percentage, then added to obtain a subtotal score. See example calculation below.</p> <p>Interview Score Example</p> <table><tr><th>A</th><th>B</th><th>C</th><th>D</th></tr><tr><th>Q#</th><th>Assigned Rating Value</th><th>Max Possible Score</th><th>Score (B x C = D)</th></tr><tr><td>1</td><td>100%</td><td>50</td><td>100% x 50 = 50</td></tr><tr><td>2</td><td>100%</td><td>50</td><td>100% x 50 = 50</td></tr><tr><td>3</td><td>100%</td><td>50</td><td>100% x 50 = 50</td></tr><tr><td>4</td><td>100%</td><td>50</td><td>100% x 50 = 50</td></tr><tr><td>5</td><td>100%</td><td>50</td><td>100% x 50 = 50</td></tr><tr><td colspan="3">Total Interview Score (Sum all Scores):</td><td>250</td></tr></table>	A	B	C	D	Q#	Assigned Rating Value	Max Possible Score	Score (B x C = D)	1	100%	50	100% x 50 = 50	2	100%	50	100% x 50 = 50	3	100%	50	100% x 50 = 50	4	100%	50	100% x 50 = 50	5	100%	50	100% x 50 = 50	Total Interview Score (Sum all Scores):			250
Rating Values	Rating Criteria																																												
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4	100%	50	100% x 50 = 50																																										
5	100%	50	100% x 50 = 50																																										
Total Interview Score (Sum all Scores):			250																																										
<table><tr><td>Interview Total Possible Points</td><td>250</td></tr></table>		Interview Total Possible Points	250																																										
Interview Total Possible Points	250																																												

7. Score Total

Total Points	Total Possible Points
1. Firm Desirable Qualifications	130
2. Key Staff Desirable Qualifications	120
3. Proposer Guarantee	20
4. Work Plan/Methodology	270
5. Firm References	50
6. Key Staff References	50
Proposer's Technical Total Score	640
Proposer's Interview Score	250
Proposer's Cost Score	400
Incentives and Preferences, as applicable	TBD
Proposer's Total Score	1290

COMMENTS:

► End of Evaluation Worksheet ◀

G. Award and Protest

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

H. Disposition of Proposals

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

I. Agreement Execution and Performance

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

J. Incentive and Participation Programs

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

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

For certification and preference approval process information, contact OSDS by telephone at

(916) 375-4940 or access OSDS Internet website at <https://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/OSDS/OSDS>

1. Disabled Veteran Business Enterprise (DVBE) Program Participation

- a. The DVBE Participation Program requirements for this solicitation have been waived. However, SCO is committed to achieving legislatively established goals for the participation of DVBEs and seeks to use certified DVBE business whenever possible. Therefore, SCO requests your voluntary participation in reporting any certified DVBEs, including yourself, that will be used in the performance of this Agreement.
- b. DVBE must have current and valid certification through DGS OSDS. Completed certification applications and required support documents must be submitted to OSDS no later than 5:00 PM PT on the Final Date for Proposal Submission and OSDS must be able to approve the application as submitted.
- c. For certification and preference approval process information, contact OSDS by telephone at (916) 375-4940 or access OSDS Internet website at <https://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/OSDS/OSDS>

2. DVBE Incentive

- a. Firms voluntarily utilizing DVBE subcontractors can have an incentive applied based on their level of DVBE participation identified in the proposal response. A DVBE must perform a *Commercially Useful Function* in the performance of the Agreement as defined in Military and Veterans Code (MVC) 999 (B). Information and instructions on the DVBE Incentive are found at: <https://www.dgs.ca.gov/-/media/Divisions/PD/OSDS/Certification/DVBE/DVBEProgramRequirements.pdf?la=en&hash=FBCA257A3ED083F3DBB85ECEEB37013CBCF0545C>

- b. The incentive shall be applied as follows:

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

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

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

3. Small Business Requirement

- a. In accordance with GC Section 14838(a) agencies may set a SB, including Micro Business (MB), agreement participation requirement.
- b. **This solicitation requires a minimum 25 percent SB participation.**
- c. Each listed certified SB/MB must perform a CUF in the performance of the Contract as defined in GC Section 14837(d)(4).
- d. The required list of California certified SB/MB subcontractors must be provided on Attachment 5, Bidder Declaration (Written) (GSPD-05-105) and must include the following: 1) subcontractor name, 2) address, 3) phone number, 4) a description of the work to be performed and/or products supplied, 5) and the dollar amount or percentage of the net bid price (as specified in the solicitation) per subcontractor.
- e. The awarded contractor shall complete and submit biannual Prime Contractor's Certification – Small Business Subcontractor Report on SB subcontractor utilization to the Contract Analyst in the SCO Contracts and Procurement Office. At a minimum, the report includes:
 - 1) Amount paid to each SB Subcontractor for the reporting period.

4. Ties between Certified SB/MB and DVBE Businesses

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

K. Required Attachments

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

ATTACHMENT 1 REQUIRED ATTACHMENT CHECKLIST

Proposer's Name: _____

Please print clearly or type.

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

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

*Only submit if applicable

ATTACHMENT 2 PROPOSAL/PROPOSER CERTIFICATION SHEET

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

1. Our all-inclusive proposal is submitted as detailed in Attachment 20, Cost Worksheet.
2. All required attachments are included with this certification sheet.
3. The signature affixed hereon and dated certifies compliance with all the requirements of this proposal document. The signature below authorizes the verification of this certification.

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

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

Completion Instructions for Proposal/Proposer Certification Sheet

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

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

**ATTACHMENT 3
CONTRACTOR POINT OF CONTACT**

Proposer's Name: _____

Please print clearly or type.

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

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

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

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

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

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

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

ATTACHMENT 6
CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION (DGS OLS 04)*

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

ATTACHMENT 7
CONTRACTOR CERTIFICATION CLAUSES (CCC 04/2017)

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

ATTACHMENT 8
BIDDER DECLARATION (WRITTEN) (GSPD-05-105)

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

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

ATTACHMENT 9
CALIFORNIA DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) DECLARATIONS (STD 843) *

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

ATTACHMENT 10
SECRETARY OF STATE CERTIFICATION STATUS*

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

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

NOTE: The fill and print forms are available at the links provided above. Please email SCOBids@sco.ca.gov if you are unable to access the provided links. ***Attachments 5 and 7-9 must be submitted with the Proposal.***

*Submit only if applicable.

ATTACHMENT 11
GENERATIVE ARTIFICIAL INTELLIGENCE (GENAI) DISCLOSURE

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

Proposer must notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term "materially impacts" shall have the meaning set forth in State Administrative Manual (SAM) 4986.2.

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

Upon notification by a Proposer of GenAI as required, the state reserves the right to incorporate GenAI Special Provisions into the final contract or reject proposals that present an unacceptable level of risk to the state.

Government Code 11549.64 defines "Generative Artificial Intelligence (GenAI)" as an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data."

Proposer must check the appropriate box from the choices below.

- ☐ Generative Artificial Intelligence (GenAI) **will** be used while providing services during the term of this agreement and may materially impact (check all that apply):
 - ☐ Functionality of the system
 - ☐ Risk to the State
 - ☐ Contract performance
- ☐ Generative Artificial Intelligence (GenAI) **will not** be used while providing services during the term of this agreement.

Name of Proposer:

Signature and Date:

ATTACHMENT 12
ACKNOWLEDGEMENT OF AGREEMENT EXHIBITS AND POLICIES

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

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

Exhibit Name
Exhibit A, Scope of Work
Exhibit A, Attachment 1, Key Staff Change Order Request Form
Exhibit A, Attachment 2, Key Staff Reference Form
Exhibit A, Attachment 3, Prime Contractor's Certification – Small Business Subcontractor Report
Exhibit B, Budget Detail and Payment Provisions
Exhibit B, Attachment 1, Cost Worksheet
Exhibit C, General Terms and Conditions (GTC 02/2025)
Exhibit D, Special Terms and Conditions
Exhibit E, Resumes

Proposer must provide insurance certificates within 10 business days of agreement award. See Sample Agreement, Exhibit D, Special Terms and Conditions, Section A. Insurance Requirements for complete requirements.

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

Authorized Signature

Date

Name of Proposer Firm

Name and Title (Please Print)

**ATTACHMENT 13
PROPOSAL INCENTIVES AND PREFERENCES**

1. DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) INCENTIVE:

Proposer must check the appropriate box from the choices below.

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

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

- ☐ I am not claiming the DVBE incentive.

2. SMALL BUSINESS (SB) REQUIREMENT:

Proposer must check the appropriate box from the choices below.

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

Proposer must submit a complete Attachment 8, Bidder Declaration (Written) (GSPD 05-105), indicating the percentage of the revenue that will be received by each DGS certified SB subcontractor.

- ☐ I am not claiming the SB Requirement.

Name of Proposer: _____

Signature and Date: _____

State of California—Controller's Office

**Contractor/Consultant Organization
Information Security Agreement
ISO-004c (Rev. 2/15)****INFORMATION SECURITY OFFICE**
300 Capitol Mall, Suite 603
Sacramento, CA 95814
Form Contact Info. Ph: (916) 445-1720
Email: infosec@sco.ca.gov**Section 1 — Contractor / Consultant Organization Contact Information**

Contractor / Consultant Organization Name

Street Address	City	State	Zip Code
Organization Contact Name	Title	Work Phone	Work Email

Section 2 — SCO Contract / Agreement Administrator Information

SCO Division	SCO Contract / Agreement Administrator Name		
Title	Work Phone	Work Email Address	

Section 3 — SCO Information Security Terms And Conditions

Contractors and consultants authorized to use SCO information assets shall comply with all applicable SCO administrative policy and information security standards, and the terms, conditions, and requirements stated on this agreement. The intent of this agreement is to comply with California State Administration Manual (SAM) requirements (*Ref. SAM § 5305.8 (2) e (1) et.al*) and statute.

General Terms and Conditions:

- SCO *information assets* shall only be accessed or utilized for SCO authorized business purposes;
- All SCO authorized organization employees or agents shall sign an SCO provided "Confidentiality and Non-Disclosure Acknowledgement" prior to being granted access to, or use of, SCO information assets;

Contractor / Consultant Organization Responsibilities

The Contractor / Consultant organization listed in Section I of this agreement agrees to comply with, implement, enforce, and monitor compliance with the following requirements:

- The organization shall ensure that only SCO authorized organization employees or agents utilize SCO *information assets*. The organization is solely responsible for ensuring that authorized employees or agents are not security risks, and upon the SCO's request, the organization will provide the SCO with any information reasonably necessary for SCO to evaluate security issues relating to any authorized employee or agent;
- The organization shall ensure that all authorized organization employees or agents understand and adhere to SCO administrative policy and information security standards;
- The organization shall immediately notify the SCO of any changes or withdrawals of their employees or agents authorized by the SCO to access or utilize SCO *information assets*;
- The organization shall ensure that SCO authorized organization employees or agents take all reasonable and appropriate measures to protect the confidentiality, integrity, and availability of SCO *information* classified as confidential or sensitive, or as requiring protection by state or federal statute;
- The organization shall ensure that SCO authorized organization employees or agents take all reasonable and appropriate measures to protect the confidentiality, integrity and availability of SCO *data processing resources*, specifically:
 - The organization and its employees or agents shall only access the SCO's information, network, and network resources through SCO managed data processing resources and network connections;
 - The organization and its employees or agents shall not change, modify, delete, or circumvent the configuration of any provided SCO owned or leased data processing equipment without written approval of SCO Information Systems Division management and the SCO Chief Information Security Officer (CISO) or CISO designee;
 - The organization and its employees or agents shall not change, modify, delete, or circumvent any SCO required authentication and authorization process without the approval of authorized SCO personnel. All authentication credentials are classified as confidential and must be protected as such;
 - The organization and its employees or agents shall not change, modify, remove, or circumvent any SCO required network security controls or protocols without written approval of SCO Information Systems Division management and the SCO Chief Information Security Officer (CISO) or CISO designee;
 - The organization and its employees or agents shall only utilize and access SCO managed electronic mail and Internet access services while utilizing SCO provided data processing resources or networks. No organization employee or agent shall connect to, or access, any non-SCO managed resource or service from within the SCO network or via any SCO data processing resource without the approval of SCO Information Systems Division management and the SCO Chief Information Security Officer (CISO) or CISO designee; and,
 - All organization data processing resources (e.g., PCs, notebooks, laptops, servers, USB and flash drives, etc.) and other equipment (e.g., cellular phones, personal digital assistants [PDAs], audio or image recorders, etc.) brought into SCO owned or leased facilities by the organization and its employees or agents must be approved by SCO Information Systems Division management and/or the SCO Chief Information Security Officer (CISO) or CISO designee. All organization data processing resources and other equipment must meet SCO information technology and information security acceptable use standards. The use of all organization data processing resources and other equipment must comply with SCO Information Security Standards. No organization data processing resources shall be connected to any SCO network or network resource.
- The organization and its employees or agents shall immediately notify the SCO Information Security Office, SCO Information Systems Division, and the appropriate SCO contract /agreement administrator of any violation of SCO administrative policy or information security standards; or violation of terms, conditions, or requirements of this agreement; and any actual or suspected information security incident. Information security incidents include, but are not limited to, the following:
 - Theft, loss, damage, unauthorized destruction, unauthorized modification, or unintentional or inappropriate release of any SCO information classified as confidential or sensitive retained in electronic, paper, or any other medium;
 - Possible acquisition of notice-triggering personal information by unauthorized persons, as defined in California Civil Code 1798.29;
 - Deliberate or accidental distribution or release of personal information by the organization, its employee(s), or its agent(s) in a manner not in accordance with SCO administrative policy, SCO information security standards, or state or federal statute.
 - Inappropriate use or unauthorized access by the organization, its employee(s), or its agent(s). This includes actions of the organization, its employee(s), or its agent(s) that involve tampering, interference, damage, or unauthorized access to SCO information assets. This includes, but is not limited to, virus attacks, web site defacements, server compromises, and denial of service attacks;

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

Section 4 — Payment of Costs

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

Section 5 — Disclaimer or Warranties

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

Section 6 — Limitation of Liability

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

Section 7 — Term, Termination and Survival

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

Section 8 — Term, Termination and Survival

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

Section 9 — Organization Acknowledgement

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

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

Approval Signatures

Legal Signature

Date

Return completed agreement with original signature to the SCO Information Security Office:

Attn: Daniel Pere
Chief Information Security Officer
300 Capitol Mall, Suite 603
Sacramento, CA 95814

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

One copy of this agreement should be submitted to SCO Contracts and Procurement:

Attn: Sandra Phillimeano
300 Capitol Mall, Suite 1525
Sacramento, CA 95814

State of California—Controller's Office

**CONTRACTOR / CONSULTANT CONFIDENTIALITY
AND NON-DISCLOSURE ACKNOWLEDGEMENT**

ISO-004b (Rev. 02/15)

INFORMATION SECURITY OFFICE

300 Capitol Mall, Suite 603

Sacramento, CA 95814

Form Contact Info. Ph: (916) 445-1720

Email: infosec@sco.ca.gov

Section 1 — Contractor Information

Contractor / Consultant Organization Name

Date of Request

Contractor / Consultant Name (First M.I. Last)

Work Phone

Title

Work Email Address

Section 2 — Agreement

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

By signing below I acknowledge that:

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

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

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

Section 3 — Approval Signature

Legal Signature

Date

Return completed acknowledgement to the
SCO Information Security Office, 300 Capitol Mall, Suite 603, Sacramento, CA 95814

ATTACHMENT 16
FIRM QUALIFICATIONS WORKBOOK

Placeholder for workbook to be submitted in Excel format.

ATTACHMENT 17
KEY STAFF QUALIFICATIONS WORKBOOK

Placeholder for workbook to be submitted in Excel format.

**ATTACHMENT 18
FIRM REFERENCES**

Proposer's Name: _____

Please print clearly or type.

Proposers must use Attachment 18, Firm References and submit **three** references that substantiate the Proposer's expertise and experience in providing services. References must be able to provide an objective assessment of the Proposer's performance.

- **Proposer must submit three complete, signed Firm References.**
- Submitted references must be for similar services within the last 10 years.
- At least one reference must be from the experience used to meet the Firm Minimum Qualifications.
- Proposer must not use the same reference more than once.
- Prior to the Proposer using a current SCO State employee as a reference, the Proposer shall contact SCOBids@sco.ca.gov to ensure the current State employee is not a member of the Evaluation Team.

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

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

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

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

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

Include only one number for each question below.

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

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

Signature of Reference Contact

Date Signed

**ATTACHMENT 19
KEY STAFF REFERENCES**

Proposer's Name: _____

Please print clearly or type.

Proposers must use Attachment 19, Key Staff References and submit references that shall substantiate the Key Staff's expertise and experience in providing services. References must be able to provide an objective assessment of the Key Staff's performance.

- **Proposer must submit three complete, signed Key Staff Reference Forms for each proposed Key Staff.**
- Submitted references must be for similar services within the last 5 years.
- At least one reference must be from experience used to meet Key Staff Mandatory Qualifications.
- Proposer must not use the same reference more than once.
- Prior to the Proposer using a current SCO State employee as a reference, the Proposer shall contact SCOBids@sco.ca.gov to ensure the current State employee is not a member of the Evaluation Team.

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

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

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

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

**Rate the Key Staff member on a scale of 1 to 10 with 10 being completely satisfied.
Include only one number for each question below.**

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

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

Signature of Reference Contact

Date Signed

,

ATTACHMENT 20 COST WORKSHEET

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

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

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

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

Agreement Term (24 Months)				
Key Staff Classification**	Key Staff Name	Rate per Hour	*Estimated Number of Hours (24 months)	Extended Total
			4160	
			4160	
			4160	
Estimated Travel Expenses Reimbursement***				\$ 50,000
Agreement Total Cost				

** Please add additional rows for Key Staff as necessary.

*** Travel expenses from the Contractor's headquarter location to events located in the Sacramento area will not be compensated under this agreement. However, the Contractor will be reimbursed for pre-approved, necessary travel expenses incurred in a region or area other than the Sacramento area in performing services under this agreement.

The following table below represents the optional extension. The term of this Agreement shall be for 24 months, with the option to extend the term of this Agreement for up to an additional 12 months.

Optional 12 Month Extension				
Key Staff Classification**	Key Staff Name	Rate per Hour	*Estimated Number of Hours (12 months)	Extended Total
			2080	
			2080	
			2080	
Travel Expenses Reimbursement***				\$ 25,000
Optional 12 Month Extension Total				

** Please add additional rows for Key Staff as necessary.

*** Travel expenses from the Contractor's headquarter location to events located in the Sacramento area will not be compensated under this agreement. However, the Contractor will be reimbursed for pre-approved, necessary travel expenses incurred in a region or area other than the Sacramento area in performing services under this agreement.