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CALIFORNIA STATE CONTROLLER

**May 28, 2026**

**REQUEST FOR PROPOSAL (RFP) (Secondary) NUMBER ESAR90226**

**Economic Advisory Services – Consulting Services**

**Notice to Prospective Proposers**

You are invited to review and respond to this Request for Proposal (RFP) (Secondary) Number ESAR90226. 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](mailto: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.

## TABLE of CONTENTS

|                                                                                                |           |
|------------------------------------------------------------------------------------------------|-----------|
| <b>Section I. General Information</b>                                                          | <b>4</b>  |
| <b>A. Purpose and Description of Services</b>                                                  | <b>4</b>  |
| <b>B. Minimum Qualifications</b>                                                               | <b>4</b>  |
| 1. Proposer Firm Minimum Qualifications (FMQs)                                                 | 5         |
| 2. Key Staff Minimum Qualifications (KSMQs)                                                    | 5         |
| 3. Background Check                                                                            | 6         |
| <b>C. Proposal Requirements and Information</b>                                                | <b>6</b>  |
| 1. Key Action Dates                                                                            | 6         |
| 2. Written Questions & Answers                                                                 | 7         |
| 3. Technical Proposal                                                                          | 7         |
| <b>D. Submission of Proposal</b>                                                               | <b>10</b> |
| <b>E. Evaluation Process</b>                                                                   | <b>11</b> |
| 1. Key Staff Desirable Qualifications                                                          | 15        |
| 2. Proposer Guarantee                                                                          | 16        |
| 3. Firm's Organizational and Operational Structure                                             | 16        |
| 4. Approach and Methodology                                                                    | 17        |
| 5. Firm References                                                                             | 17        |
| 6. Key Staff References                                                                        | 17        |
| 7. Interview                                                                                   | 18        |
| 8. Score Total                                                                                 | 19        |
| <b>G. Award and Protest</b>                                                                    | <b>19</b> |
| <b>H. Disposition of Proposals</b>                                                             | <b>20</b> |
| <b>I. Agreement Execution and Performance</b>                                                  | <b>20</b> |
| <b>J. Preference Programs</b>                                                                  | <b>20</b> |
| 1. Disabled Veteran Business Enterprise (DVBE) Program Participation                           | 20        |
| 2. DVBE Incentive                                                                              | 21        |
| 3. Small Business Preference Program                                                           | 22        |
| 4. Non-Small Business Preference Request                                                       | 22        |
| 5. Ties between Certified SB/MB and DVBE Businesses                                            | 22        |
| 6. Target Area Preference Act Preference                                                       | 22        |
| <b>K. Required Attachments</b>                                                                 | <b>23</b> |
| ATTACHMENT 1, REQUIRED ATTACHMENT CHECKLIST                                                    | 24        |
| ATTACHMENT 2, PROPOSAL/PROPOSER CERTIFICATION SHEET                                            | 25        |
| ATTACHMENT 3, CONTRACTOR POINT OF CONTACT                                                      | 27        |
| ATTACHMENT 4, DARFUR CONTRACTING ACT CERTIFICATION (DGS PD 1) *                                | 28        |
| ATTACHMENT 5, PAYEE DATA RECORD (STD 204) AND SUPPLEMENT (STD 205) *                           | 28        |
| ATTACHMENT 6, CONTRACTOR CERTIFICATION CLAUSES (CCC 04/2017)                                   | 28        |
| ATTACHMENT 7, CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION (DGS OLS 04)                          | 28        |
| ATTACHMENT 8, IRAN CONTRACTING ACT VERIFICATION FORM (DGS PD 3) *                              | 28        |
| ATTACHMENT 9, BIDDER DECLARATION (WRITTEN) (GSPD-05-105)                                       | 28        |
| ATTACHMENT 10, CALIFORNIA DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) DECLARATIONS (STD 843) * | 28        |
| ATTACHMENT 11, SECRETARY OF STATE CERTIFICATION STATUS*                                        | 29        |
| ATTACHMENT 12, TARGET AREA CONTRACT PREFERENCE ACT (TACPA) (STD 830) *                         | 29        |
| ATTACHMENT 13, BIDDER'S SUMMARY OF CONTRACT ACTIVITIES AND LABOR HOURS (DGS PD 526) *          | 29        |
| ATTACHMENT 14, GENERATIVE ARTIFICIAL INTELLIGENCE (GENAI) DISCLOSURE                           | 30        |
| ATTACHMENT 15, ACKNOWLEDGEMENT OF AGREEMENT EXHIBITS AND POLICIES                              | 31        |
| ATTACHMENT 16, PROPOSAL INCENTIVES AND PREFERENCES                                             | 32        |
| ATTACHMENT 17, FIRM REFERENCES                                                                 | 33        |

|                                                                                                            |    |
|------------------------------------------------------------------------------------------------------------|----|
| ATTACHMENT 18, KEY STAFF REFERENCES .....                                                                  | 35 |
| ATTACHMENT 19, CONTRACTOR/CONSULTANT ORGANIZATION INFORMATION SECURITY<br>AGREEMENT (ISO-004c).....        | 37 |
| ATTACHMENT 20, CONTRACTOR/CONSULTANT CONFIDENTIALITY AND NON-DISCLOSURE<br>ACKNOWLEDGEMENT (ISO-004b)..... | 39 |
| ATTACHMENT 21, FIRM MINIMUM QUALIFICATIONS WORKBOOK.....                                                   | 40 |
| ATTACHMENT 22, KEY STAFF QUALIFICATIONS WORKBOOK .....                                                     | 41 |
| ATTACHMENT 23, COST WORKSHEET .....                                                                        | 42 |

|                                                                                                  |  |
|--------------------------------------------------------------------------------------------------|--|
| Standard Agreement                                                                               |  |
| Exhibit A – Scope of Work                                                                        |  |
| Exhibit A, Attachment 1 - Change Key Staff Reference Form                                        |  |
| Exhibit A, Attachment 2 - Personnel Change Order Request 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 - Information Technology, Data, and Security Provisions                                |  |
| Exhibit F - Resumes                                                                              |  |

\*Submit only if applicable.

\*\*Incorporated by reference only.

## **Section I. General Information**

### **A. Purpose and Description of Services**

The State Controller's Office (SCO) is seeking a contractor to provide monthly forecasting and economic advisory services and assist SCO in response to the economy, financial changes, and budget deficits, as described herein. The Contractor shall provide quarterly comprehensive reports regarding state economic conditions to the State Controller's Council of Economic Advisors, which is charged with providing the Controller current and objective economic information and analysis. The Contractor will participate in quarterly meetings anticipated to be scheduled around the Controller's monthly cash report release prior to the 10<sup>th</sup> day of each month of the year. The Contractor is expected to make themselves available to the Controller on an ad-hoc basis when issues arise to provide real-time advice and guidance on emergent fiscal issues.

The Contractor shall assist SCO in managing and monitoring the State of California (State) cash flows, refinements to previously developed forecasting models, and projection of future cash flows in the State's General Fund and borrowable funds. The Contractor will provide detailed analysis of the State's economic trends, focusing on key indicators such as employment, industry performance, and consumer spending. The Contractor will monitor all facets of state, federal, and global economic conditions and assess the impact of state and federal policies on the economy and offer insights across major areas such as technology, agriculture and tourism. Short- and long-term economic forecasts will be developed, highlighting potential growth opportunities and challenges.

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

#### Background

The Controller has broad responsibility for supervising the fiscal concerns of the state and to suggest plans for the improvement and management of public revenues. In addition, the Controller is an ex officio officer on most, if not all revenue generating financial boards and commissions including but not limited to, the Franchise Tax Board and the Board of Equalization. Historically, in recognition of these duties, the Controller had an economist on staff.

#### Agreement Term

The term of this agreement will be for three (3) years with the options to amend to add funds, as deemed necessary by SCO. The rates on Attachment 23, 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.

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

#### Agreement Amount

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

### **B. Minimum Qualifications**

Proposers must meet all of the following Minimum Qualifications (MQ) and submit the required 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. Proposer Firm Minimum Qualifications (FMQs)

The Proposer Firm is expected to have a proven record of success providing economic advisory services and be responsible for all aspects of the service, including any subcontractors and the project team/proposed key staff.

The Proposer must complete and submit as part of the Proposal, Attachment 21, Firm Minimum Qualifications Workbook, to confirm that the Proposer Firm experience meets all of the qualifications indicated below.

- a. The Proposer must have experience working at state or local level in California.
- b. The Proposer must be a professional economic consulting and forecasting firm or practitioner that provides detailed analysis of the State's economic trends, focusing on key indicators such as employment income, industry performance, construction, trade, and consumer spending.
- c. The Proposer shall have a minimum of 10 years of experience, within the last 15 years, performing similar types of services as stated in this RFP.
- d. The Proposer shall have a minimum of 10 years of direct experience, within the past 15 years, working with a California State Agency or any of the 50 United States (U.S.) including the District of Columbia, excluding U.S. Territories, performing economic consulting and/or forecasting.

#### 2. Key Staff Minimum Qualifications (KSMQs)

The Proposer must identify **at least one (1), but no more than three (3)**, Key Staff who will be assigned to perform services for this agreement, including subcontractor key staff (when applicable). The Proposer must complete Attachment 22, Key Staff Qualifications Workbook and provide resumes and/or degrees (if applicable) for Key Staff to validate staff qualifications. For the purpose of assessing Key Staff Minimum Qualifications, one (1) year of experience is defined as 52 weeks of full-time work (40 hours per week). Key Staff must have the following:

- a. Each proposed key staff must have at least 10 years of experience within the past 20 years, working in the capacity of professional economic professor, consultant, or forecaster; including providing detailed analysis of economic trends, focusing on key indicators such as employment, industry performance, and consumer spending.
- b. Each proposed key staff must have at least 10 years of experience within the past 20 years, performing regional economic analysis focusing on unique economic sectors, demographic trends, public policies, and expertise in econometrics for developing robust economic and forecasting models.
- c. At least one of the proposed key staff must possess a master's degree in economics, finance, or public policy. A copy of the degree must be included in the proposal submission. If a degree was obtained outside the United States, the Proposal must include a credential evaluation report issued by a member organization of the National Association of Credential Evaluation Services (NACES) or the Association of International Credential Evaluators (AICE).

### 3. Background Check

This agreement requires the proposed key staff performing the services of this RFP to pass a Live Scan background check. Contractor staff are only allowed to perform services while physically located within the contiguous United States unless prior written approval has been obtained. 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 offered individual with a new candidate within seven (7) business days that meets the same qualifications and experience as the key staff being replaced. At SCO discretion, SCO may deny award of the Agreement subject to failed background checks. Contractors and the proposed key staff will be held to the same background check standards as SCO employees.

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

## C. Proposal Requirements and Information

### 1. Key Action Dates

| ACTION                                 | DATE                                      |
|----------------------------------------|-------------------------------------------|
| RFP Available to Prospective Proposers | May 28, 2026                              |
| Written Questions Submittal Deadline   | <b>June 4, 2026 by 2:00 p.m. PT*</b>      |
| Written Questions & Answers Released   | June 9, 2026                              |
| Final Date for Proposal Submission     | <b>June 22, 2026 by 2:00:00 p.m. PT*</b>  |
| Evaluation of Proposals**              | June 22 through June 26, 2026             |
| <b>Interviews***</b>                   | <b>June 29, 2026 through July 3, 2026</b> |
| Notice of Intent to Award              | July 3, 2026                              |
| Proposed Award Date                    | July 13, 2026                             |
| Agreement Begins                       | August 10, 2026                           |

\*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](mailto:SCObids@sco.ca.gov). Questions and any proposed changes must be submitted by the Written Questions Submittal Deadline date as stated in Section I. General Information, Section C, Proposal Requirements and Information, 1. Key Action Dates.
- b. Any questions or proposed changes to the RFP or Standard Agreement 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. A proposal submitted with alternate agreement language, that was not accepted through an addendum to the RFP, will be considered a counter offer and will not be considered. The State's General Terms and Conditions (GTC 02/2025) are not negotiable.
- c. The subject line of the email should read, *RFP ESAR90226 Questions – Company Name*.
- d. The Proposer must reference the section and page number about which they are inquiring.
- e. Written Questions and Answers will be provided without identifying the submitter. SCO may paraphrase questions, at its sole discretion, for clarity.
- f. Questions and Answers will be posted to Cal eProcure on or before the Written Questions & Answers Released date specified in Section I. General Information, Section C, Proposal Requirements and Information, 1. Key Action Dates.

## 3. Technical Proposal

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

- a. Attachment 1, Required Attachment Checklist

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

- b. Key Staff Desirable Qualifications (KSDQs)

The Proposer must complete Attachment 22, Key Staff Qualifications Workbook, KSDQ tab to qualify for additional points. For the purpose of assessing KSDQs, one (1) year of experience is defined as 52 weeks of full-time work (40 hours per week).

- 1) Experience as an economics professor or adjunct professor.
- 2) Ten (10) years' experience with Advance Technical and Data Skills in causal interface and modeling with the ability to move beyond predictive machine learning to "cause and effect" analysis and/or data visualization experience with tools like Tableau or Power BI to present complex findings clearly.
- 3) A doctorate degree in economics, finance, or public policy. A copy of the degree must be included in the proposal submission. If a degree was obtained outside the United States, the Proposal must include a credential evaluation report issued by a member organization of the *National Association of Credential Evaluation Services (NACES)* or the *Association of*

*International Credential Evaluators (AICE).*

c. Proposer Guarantee

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

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

d. Organizational Structure

List the name and classification of the proposed key staff member(s) and identify who will be assigned to each of the tasks and deliverables identified in Standard Agreement, Exhibit A, Scope of Work.

e. Operational Structure

- 1) Describe the usual process for **interface with the client** and the **communication plan** for completing the tasks and deliverables under this agreement including:
  - For Proposer, describe the internal chain of command, describe the workflow, quality assurance measures, and how the project will be prioritized.
  - Identify the individual with the overall responsibility for the Proposer's operations and contract performance?
  - Define the specific role of each proposed key staff member, and how the Proposer will personally execute the specialized requirements of the SOW.
  - Describe the role of support staff or the external resources, tools, or administrative systems used to ensure timely delivery.
- 2) Describe experience in working with Executive (C-Suite) government entities relative to internal control assessment.

f. Approach and Methodology

The Proposer shall provide a detailed work plan including a summary of the work to be completed as understood, the goals and objectives to complete the requisite tasks, the resources necessary to achieve these outputs, the actions to be taken or strategy to be utilized to achieve these outcomes, and a timeline or schedule to complete the Agreement requirements as identified in this RFP. The response will be scored based on the comprehensiveness and detail provided.

The narrative response must be single spaced, Arial font 12, and no longer than 10 pages. If a

response is longer than ten pages, only the first ten pages will be reviewed and scored.

The detailed plan and schedule of when and how consulting services will be provided shall include:

- 1) List standard services provided in a typical consulting engagement.
- 2) List similar types of agreements, successfully concluded, with a sample of such work.
- 3) Identify subcontractor's (if applicable). Include qualifications, reporting responsibility of each firm and/or person assigned to each task, and method of monitoring subcontractor performance.

g. Firm References

- 1) The Proposer shall provide **three (3)** current references for similar type of services performed within the last five (5) years on Attachment 17, Firm References. **Attachment 17, Firm References must be completed in its entirety** At least one (1) reference must be from experience 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.
- 3) References will be scored based on the accumulative average score provided by the three references listed on Attachment 17, Firm References.
- 4) References cannot be used more than once.

h. Key Staff References

- 1) The Proposer shall provide **two (2)** current references for each proposed key staff for similar types of services performed within the last five (5) years on Attachment 18, Key Staff References. **Attachment 18, Key Staff References must be completed in its entirety and cannot be duplicated for each Key Staff.** References need to be previous clients they performed the work for and cannot be references from within the proposer firm.
- 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.
- 3) References will be scored based on the accumulative average score provided by the reference contacts listed on the Attachment 18, Key Staff References.

## D. Submission of Proposal

1. Proposals must be submitted as set forth below.
  - a. Proposers must submit their proposal (Technical Proposal and Cost) in portable document format (PDF) and Minimum Qualifications in an Excel workbook attached to an email to [SCOBids@sco.ca.gov](mailto: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 the RFP ESAR90226 – Economic Advisory Services.
  - 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, password protections, executable files, or macros, which may make their emails undeliverable.
    - 3) Do not imbed links within the PDF—all documents must be contained within the PDF. SCO cannot access links to external sources. Proposals containing links to external sources will be rejected.
    - 4) If the email should exceed acceptable file size, the Proposer shall split the email into multiple emails to ensure delivery.
    - 5) Bid submissions that are sent from unrecognized email servers may be blocked by SCO security filters and be flagged as spam, thereby rendering them unsubmitted.
    - 6) An automatic reply from [SCOBids@sco.ca.gov](mailto:SCOBids@sco.ca.gov) confirms receipt of bidders' emails. *Automatic replies only confirm receipt of emails and do not assess bidders' responsiveness to the IFB requirements in the email content or in any attachments therein.*
    - 7) LATE PROPOSAL SUBMISSIONS WILL NOT BE ACCEPTED—NO EXCEPTIONS.**
  - 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. SCO may modify the RFP prior to the Final Date for Proposal Submission by issuing an addendum that shall be posted to Cal eProcure.
- o. SCO reserves the right to reject all proposals. SCO is not required to award an agreement.
- p. SCO does not accept alternate agreement language from a prospective contractor. A proposal with such language will be considered a counterproposal and will be rejected. The State's General Terms and Conditions (GTC 02/2025) are not negotiable.
- q. No oral understanding or agreement shall be binding on either party.

## **E. Evaluation Process**

- 1. The evaluation process complies with the requirements for competitive bidding in California Public Contract Code Section 10344. Each proposal will be evaluated to determine responsiveness to the requirements and standards described in this RFP. SCO cannot assume nor infer qualifications, skill, experience, or competence not specifically and expressly addressed in the Proposal. During the evaluation and selection process, SCO may wish to interview a proposer for clarification only.
- 2. Proposals cannot be changed after the time and date designated for receipt.
- 3. Proposals that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the Proposer, may be rejected.
- 4. 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. Administrative Evaluation
    - 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 workbook, properly identified, and received on or before the final filing date and time specified in Section I. General Information, Section C. Proposal Requirements and Information, 1. Key Action Dates.
    - 3. Proposals shall remain sealed until after Final Date for Proposal Submission.

4. Proposals will be reviewed to determine completeness of required documentation and compliance as identified in this RFP. SCO staff will use the Attachment 1, Required Attachments Checklist, submitted by the Proposer to confirm receipt of all required documents. Proposal requirements will be evaluated on a "pass/fail" basis for all criteria and information. SCO may reject any or all Proposals that fail to meet these requirements.

b. Minimum Qualification Evaluation

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

c. Technical Proposal Evaluation and Scoring

- 1) The Evaluation Team will independently evaluate each Proposer's Technical Proposal using the Proposal evaluation criteria as stated in Section E. Evaluation Process, Item 5. Evaluation Worksheet.
- 2) Each proposal shall be awarded up to the maximum points available in each category for a **maximum of 700 points available** with an emphasis on the experience, qualifications, and the references of the Proposer, as well as the experience and qualifications of the key staff assigned to SCO. The Technical Proposal should provide the detail, clarity, completeness, relevance, and appropriateness of the experience as it relates to the needs of SCO as stated in this RFP.
- 3) Once individual scoring has been completed, team members will determine a single score for each Proposer's Technical Proposal upon consensus of the Evaluation Team.

d. 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 (210 points), which is 30 percent of the total points available. The technical score is 27 percent and 190 points, the interview score is 43 percent and 300 points, and the cost score is 30 percent and 210 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 (Sample):

Lowest Proposer's Cost (\$600,000) X maximum cost points (210) divided by other Proposer's Cost  
= cost points awarded to the other Proposer.

LOWEST COST PROPOSAL (\$600,000) X 210 COST POINTS AVAILABLE

$$\text{OTHER PROPOSAL COST} \\ = \text{COST POINTS AWARDED TO OTHER PROPOSAL}$$

| Proposer | Proposal Cost | Calculation                                                                                   | Points Awarded |
|----------|---------------|-----------------------------------------------------------------------------------------------|----------------|
| A        | \$675,000     | $\$600,000 \text{ (Proposer B)} \times 210 \text{ (weight)} / \$675,000 \text{ (Proposer A)}$ | 187            |
| B        | \$600,000     | $\$600,000 \text{ (Proposer B)} \times 210 \text{ (weight)} / \$600,000 \text{ (Proposer B)}$ | 210            |
| C        | \$650,000     | $\$600,000 \text{ (Proposer B)} \times 210 \text{ (weight)} / \$650,000 \text{ (Proposer C)}$ | 194            |

#### 10. Selection

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

#### 11. 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.                                                                                                                                                                                                                                                                                   |           |
| Proposal includes no more than three Key Staff assigned to perform services                                                                                                                                                                                                                                                                    |           |
| All applicable attachments identified on Attachment 1, Required Attachment Checklist were completed and submitted. 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. |           |
| Proposer Letter of Guarantee included in proposal package as specified in RFP.                                                                                                                                                                                                                                                                 |           |
| Firm's Organizational and Operational Structure included in the proposal package as specified in the RFP.                                                                                                                                                                                                                                      |           |
| Firm's Approach/Methodology included in the proposal package as specified in the RFP.                                                                                                                                                                                                                                                          |           |
| References included in the proposal package as specified in the RFP.                                                                                                                                                                                                                                                                           |           |

#### B. Minimum Qualification Evaluation

| Proposer Firm Minimum Qualifications                                                                                                                                                                                                                                                 |           |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| Description                                                                                                                                                                                                                                                                          | Pass/Fail |
| Proposer must have experience working at state or local level in California.                                                                                                                                                                                                         |           |
| The Proposer must be a professional economic consulting and forecasting firm or practitioner that provides detailed analysis of the State's economic trends, focusing on key indicators such as employment income, industry performance, construction, trade, and consumer spending. |           |
| The Proposer shall have a minimum of 10 years of experience, within the last 15 years, performing similar type of services as stated in this RFP.                                                                                                                                    |           |
| The Proposer shall have a minimum of 10 years of direct experience, within the past 15 years, working with a California State Agency or any of the 50 U.S. states including the District of Columbia, excluding U.S. Territories, performing economic consulting and/or forecasting. |           |

| Proposer Key Staff Minimum Qualifications                                                                                                                                                                                                                                                                                                                                                                                                                             |           |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| Description                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Pass/Fail |
| Each proposed key staff must have at least 10 years of experience within the past 20 years, working in the capacity of professional economic professor, consultant, or forecaster; including providing detailed analysis of economic trends, focusing on key indicators such as employment, industry performance, and consumer spending                                                                                                                               |           |
| Each proposed key staff must have at least 10 years of experience, within the past 20 years, in regional economic analysis focusing on unique economic sectors, demographic trends, public policies, and expertise in econometrics for developing robust economic and forecasting models.                                                                                                                                                                             |           |
| At least one of the proposed key staff must possess a master's degree in economics, finance, or public policy. A copy of the degree must be included in the proposal submission. If a degree was obtained outside the United States, the Proposal must include a credential evaluation report issued by a member organization of the National Association of Credential Evaluation Services (NACES) or the Association of International Credential Evaluators (AICE). |           |

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 will, therefore, be disqualified.

### C. Technical Proposal Evaluation and Scoring

Technical Evaluation will consist of an evaluation based on the technical criteria described below to determine scoring for the Proposer and Key Staff Desirable Qualifications. Each proposal will be scored on the following criteria: Key Staff Desirable Qualifications, Proposer Guarantee, Firm's Organizational and Operational Structure, Approach/Methodology, Firm References, and Key Staff References.

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.

#### 1. Key Staff Desirable Qualifications

Key Staff Desirable Qualifications (KSDQs) are optional. If submitted, it will be assessed and scored up only for proposals that pass the Pass/Fail components. Each Key Staff that meets a KSDQ will be awarded a maximum of 50 points. Awarded scores will be summed up and averaged to become the KSDQ Score.

The Proposer must complete Attachment 22, Key Staff Qualifications Workbook, Key Staff DQs tab to qualify for additional points. For the purpose of assessing KSDQs, one (1) year of experience is defined as 52 weeks of full-time work (40 hours per week).

Key Staff Desirable Qualifications Scoring Example:

| <b>Key Staff Desirable Qualifications</b>                                                                                                                                                                                                                                                                                                                                                                          |                       |                      |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|----------------------|
| <b>Description</b>                                                                                                                                                                                                                                                                                                                                                                                                 | <b>Maximum Points</b> | <b>Points Scored</b> |
| Experience as an economics professor or adjunct professor.                                                                                                                                                                                                                                                                                                                                                         | 5                     |                      |
| Ten (10) years' experience with Advance Technical and Data Skills in causal interface and modeling with the ability to move beyond predictive machine learning to "cause and effect" analysis and/or data visualization experience with tools like Tableau or Power BI to present complex findings clearly                                                                                                         | 5                     |                      |
| A doctorate degree in economics, finance, or public policy. A copy of the degree must be included in the proposal submission. If a degree was obtained outside the United States, the Proposal must include a credential evaluation report issued by a member organization of the National Association of Credential Evaluation Services (NACES) or the Association of International Credential Evaluators (AICE). | 40                    |                      |
| <b>Total Points</b>                                                                                                                                                                                                                                                                                                                                                                                                | <b>50</b>             |                      |

2. Proposer Guarantee

| <b>Information Proposer Provided Indicates</b> | <b>Maximum Points</b> | <b>Points Scored</b> |
|------------------------------------------------|-----------------------|----------------------|
| Insufficient Information Provided              | 0                     |                      |
| Sufficient Information Provided                | 5                     |                      |
| Comprehensive Information Provided             | 10                    |                      |
| <b>Total Points</b>                            | <b>10</b>             |                      |

3. Firm's Organizational and Operational Structure

a. Organizational structure identifying the assigned key staff members.

| <b>Information Proposer Provided Indicates</b> | <b>Maximum Points</b> | <b>Points Scored</b> |
|------------------------------------------------|-----------------------|----------------------|
| Insufficient Information Provided              | 0                     |                      |
| Sufficient Information Provided                | 5                     |                      |
| Comprehensive Information Provided             | 10                    |                      |
| <b>Total Points</b>                            | <b>10</b>             |                      |

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

| <b>Information Proposer Provided Indicates</b> | <b>Maximum Points</b> | <b>Points Scored</b> |
|------------------------------------------------|-----------------------|----------------------|
| Insufficient Information Provided              | 0                     |                      |
| Sufficient Information Provided                | 5                     |                      |

|                                    |           |  |
|------------------------------------|-----------|--|
| Comprehensive Information Provided | 10        |  |
| <b>Total Points</b>                | <b>10</b> |  |

| <b>Total Points for Firm's Organizational and Operational Background</b> | <b>Maximum Points</b> | <b>Points Scored</b> |
|--------------------------------------------------------------------------|-----------------------|----------------------|
| Insufficient Information Provided                                        | 0                     |                      |
| Sufficient Information Provided                                          | 10                    |                      |
| Comprehensive Information Provided                                       | 20                    |                      |
| <b>Total Points</b>                                                      | <b>20</b>             |                      |

4. Approach and Methodology

| <b>Information Proposer Provided Indicates</b> | <b>Maximum Points</b> | <b>Points Scored</b> |
|------------------------------------------------|-----------------------|----------------------|
| Insufficient Information Provided              | 0                     |                      |
| Sufficient Information Provided                | 5                     |                      |
| Comprehensive Information Provided             | 10                    |                      |
| <b>Total Points</b>                            | <b>10</b>             |                      |

5. Firm References

The Proposer shall provide **three (3)** current references from previous engagements that substantiate the Proposer's expertise in providing forecasting and economic advisory services and assist SCO in response to the economy, financial changes, and budget deficits performed within the last 10 years on Attachment 17, Firm References. **Attachment 17, 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 17, Firm References.

Firm Reference Form Scoring Example

| <b>Proposer A</b>                                        | <b>PR1</b> | <b>PR2</b> | <b>PR3</b> | <b>PR4</b> | <b>PR5</b> | <b>Firm Reference Score</b> |
|----------------------------------------------------------|------------|------------|------------|------------|------------|-----------------------------|
| 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                          |
| <b>Subtotal (sum all reference scores)</b>               |            |            |            |            |            | <b>144</b>                  |
| <b>Firm Reference Score (subtotal ÷ # of references)</b> |            |            |            |            |            | <b>144 ÷ 3 = 48</b>         |

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

6. Key Staff References

The Proposer shall provide **two (2)** 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 (5) years on Attachment 16, Key Staff References. **Attachment 18, 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 18, Key Staff References.

#### Key Staff Reference Form Scoring Example

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

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

#### 7. Interview

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

Table 1 - Interview Score Example:

| <b>A</b>                                      | <b>B</b>                     | <b>C</b>                      | <b>D</b>                 |
|-----------------------------------------------|------------------------------|-------------------------------|--------------------------|
| <b>Q#</b>                                     | <b>Assigned Rating Value</b> | <b>Maximum Possible Score</b> | <b>Score (B X C = D)</b> |
| 1                                             | 100%                         | 60                            | 100% x 60 = 60           |
| 2                                             | 100%                         | 60                            | 100% x 60 = 60           |
| 3                                             | 100%                         | 60                            | 100% x 60 = 60           |
| 4                                             | 100%                         | 60                            | 100% x 60 = 60           |
| 5                                             | 100%                         | 60                            | 100% x 60 = 60           |
| <b>Total Interview Score (Sum all Scores)</b> |                              |                               | <b>300</b>               |

\*Standard rounding rules apply.

Table 2 - Interview Rating Values and Criteria:

| <b>Rating Values</b> | <b>Rating Criteria</b>                                                                                |
|----------------------|-------------------------------------------------------------------------------------------------------|
| 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.                 |

#### 8. Score Total

| Total Points                                       | Maximum Points | Points Scored |
|----------------------------------------------------|----------------|---------------|
| 1. Key Staff Desirable Qualifications              | 50             |               |
| 2. Proposer Guarantee                              | 10             |               |
| 3. Firm's Organizational and Operational Structure | 20             |               |
| 4. Approach and Mythology                          | 10             |               |
| 5. Firm References                                 | 50             |               |
| 6. Key Staff References                            | 50             |               |
| 7. Interview                                       | 300            |               |
| <b>Proposer's Technical Score</b>                  | <b>190</b>     |               |
| <b>Proposer's Interview Score</b>                  | <b>300</b>     |               |
| <b>Proposer's Cost Score</b>                       | <b>210</b>     |               |
| <b>Incentives and Preferences, as applicable</b>   | <b>TBD</b>     |               |
| <b>Proposer's Total Score</b>                      | <b>700</b>     |               |

#### COMMENTS:

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► 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 place accessible by the general public on the California State Contracts Register, Cal eProcure Event page: <https://caleprocure.ca.gov/pages/Events-BS3/event-search.aspx>.
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, 7<sup>th</sup> 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 (5) 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, 7<sup>th</sup> 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](mailto:SCOBids@sco.ca.gov), Attention: Contracts Office

## **H. Disposition of Proposals**

1. 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 (GC 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.
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 (5) 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. Preference Programs**

The Preference and Incentive Programs listed below may be combined but will not exceed a combined total of 15 percent of the Proposal amount or \$100,000 per proposal, whichever is less. No proposal price will be reduced by more than \$100,000, and all preference and incentive cost adjustments are for proposal evaluation purposes only and do not alter the actual cost offered by the Proposer.

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 p.m. 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

Firms that are DVBEs or are voluntarily utilizing DVBE subcontractors can have an incentive applied based on their level of DVBE participation identified in the proposal response. The DVBE Incentive is for proposal computation purposes only and is only applied to responsive proposals from responsible proposers committing to DVBE participation. 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>

A DVBE must perform a *Commercially Useful Function* in the performance of the Agreement as defined in Military and Veterans Code (MVC) 999 (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%                |

- a. The incentive is subject to a minimum of one (1) percent and a maximum of five (5) percent. Proposals with DVBE participation of more than five (5) percent will be calculated with a five (5) percent incentive.
- b. 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/gspd/pd\\_843.pdf](https://www.documents.dgs.ca.gov/dgs/fmc/gspd/pd_843.pdf). The form must be completed if a proposer is a DVBE or subcontracts to a DVBE.
- c. The DVBE Incentive is computed from the total possible proposal score.
- d. Application of the DVBE incentive CANNOT displace a California Certified Small Business.
- e. Contractor understands and agrees that should award of this contract 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.
- f. 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).

- g. 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 Preference Program

- a. Current law encourages state departments to first consider a California certified SB/MB Enterprise for contracting opportunities. SCO is committed to supporting SB/MB participation in state contracting and seeks to use certified SBs/MBs whenever possible.
- b. California GC Section 14835, et seq. requires that a five (5) percent preference be given to proposers who certify as a SB/MB. The rules and regulations of this law are contained in Title 2, California Code of Regulations, Section 1896, et seq. A copy of the regulation is available upon request.
- c. The SB preference provides certified SBs and MBs a calculation preference in the amount of five (5) percent of the highest scored, responsible, and responsive proposal submitted by a proposing firm who is not a certified SB. The SB preference is used as a calculation for determining the highest score and does not affect the actual price proposed.

### 4. Non-Small Business Preference Request

- a. A five percent bid preference is available to a non-small business claiming 25 percent California certified SB subcontractor participation. If claiming the non-small business subcontractor preference, the Bid response must include a list of the SB(s) with which you commit to subcontract in an amount of at least 25 percent of the net bid price with one or more California certified SBs. Each listed certified SB must perform a Commercially Useful Function in the performance of the Contract as defined in GC Section 14837(d)(4) .
- b. The required list of California certified SB 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.
- c. In granting the Non-Small Business Preference, no bid price will be reduced by more than \$50,000. This preference cost adjustment is for bid evaluation purposes only and does not alter the actual cost offered by the Bidder. A non-small business is defined as a responsive/responsible bidder that is not certified by the DGS OSDS as a SB/MB enterprise.
- d. A non-small business is defined as a responsive/responsible bidder that is not certified by the DGS OSDS as a SB/MB enterprise.
- e. When the awarded contractor has a certified SB perform an element of work for the Agreement, the awarded contractor shall complete and submit to SCO a biannual Prime Contractor's Certification – Small Business Subcontractor Report.

### 5. Ties between Certified SB/MB and DVBE Businesses

- a. Per GC 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.

### 6. Target Area Preference Act Preference

Preference will be granted to California-based contractors in accordance with GC Section 4530 whenever contract for goods and services are in excess of \$100,000 and the Contractor meets certain requirements as defined in the California Code (Title 2, Section 1896.30) regarding labor needed to produce the goods or provide the services being procured.

- a. Bidders wishing to take advantage of this preference will need to review the following website and submit the appropriate response with the bid: <https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Request-Target-Area-Contract-Preference?search=TACPA>
- b. Respondents desiring to claim TACPA preferences must submit a fully executed copy of the Standard Form 830, Bidder's Summary form, and Manufacturer's Summary form (if supplying goods) with their response. These forms can be found at the following links:  
  
<http://www.documents.dgs.ca.gov/dgs/fmc/pdf/Std830.pdf> (STD 830)  
<http://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd0526.pdf> (Bidder's Summary)
- c. The State reserves the right to verify, validate, and clarify all information contained in the TACPA application (STD 830). This includes, but is not limited to, information from Respondents, manufacturers, subcontractors, and any other sources available at time of response evaluation. Respondent's refusal to agree or comply with these terms, or failure to provide additional supporting information at the State's request may result in denial of the requested preference.
- d. Respondents are advised that TACPA workforce preferences between five (5) and nine (9) percent are based on the Respondent agreeing to hire certain identified persons **equal to a percentage of its workforce** during the agreement performance period. *The application form, STD 830, incorrectly lists workforce preference as percentage of total contract labor hours.*
- e. If responding by group, Respondent may need to complete and submit separate forms for each group for which the preference is being requested.
- f. The DGS-PD, Dispute Resolution Unit (DRU) will process all TACPA site evaluations utilizing an integrated map located at the following link: <http://tacpa.dgs.ca.gov>
- g. Any questions regarding the TACPA preference should be directed to [TACPA@dgs.ca.gov](mailto:TACPA@dgs.ca.gov).

**NOTE:** Bidders are not required to apply for the TACPA preference. Denial of TACPA preference requests is not a basis for rejection of the Bid. Contracts awarded with applied preferences will be monitored throughout the life of the Contract for compliance to statutory, regulatory, and contractual requirements. SCO will take appropriate corrective action to apply sanctions as necessary to enforce performance programs.

## 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, Contractor Certification Clauses (CCC 04/2017)                                                                                                                                            |                  |
| Attachment 7, California Civil Rights Laws Certification (DGS OLS 04)                                                                                                                                   |                  |
| Attachment 8, Iran Contracting Act Verification Form (DGS PD 3) *                                                                                                                                       |                  |
| Attachment 9, Bidder Declaration (Written) (GSPD-05-105)                                                                                                                                                |                  |
| Attachment 10, California Disabled Veteran Business Enterprise (DVBE) Declarations (STD 843) *                                                                                                          |                  |
| Attachment 11, Secretary of State Certification Status*                                                                                                                                                 |                  |
| Attachment 12, Target Area Contract Preference Act (TACPA) (STD 830) *                                                                                                                                  |                  |
| Attachment 13, Bidder's Summary of Contract Activities and Labor Hours (DGS PD 526) *                                                                                                                   |                  |
| Attachment 14, Generative Artificial Intelligence (GenAI) Disclosure                                                                                                                                    |                  |
| Attachment 15, Acknowledgement of Agreement Exhibits and Policies                                                                                                                                       |                  |
| Attachment 16, Proposal Incentives and Preferences                                                                                                                                                      |                  |
| Attachment 17, Firm References                                                                                                                                                                          |                  |
| Attachment 18, Key Staff References                                                                                                                                                                     |                  |
| Attachment 19, Contractor/Consultant Organization Information Security Agreement (ISO-004c)                                                                                                             |                  |
| Attachment 20, Contractor/Consultant Confidentiality and Non-Disclosure Acknowledgement (ISO-004b)                                                                                                      |                  |
| Attachment 21, Firm Minimum Qualifications Workbook                                                                                                                                                     |                  |
| Attachment 22, Key Staff Qualifications Workbook                                                                                                                                                        |                  |
| Attachment 23, 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 |                  |
| Proposer Letter of Guarantee                                                                                                                                                                            |                  |
| Firm's Organizational and Operational Structure                                                                                                                                                         |                  |
| Approach and Methodology                                                                                                                                                                                |                  |
| Key Staff Resumes and Degrees                                                                                                                                                                           |                  |
| Copy of California Certified SB/MB and/or DVBE Certification*                                                                                                                                           |                  |

\*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 23, 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<br>(    )                                                                                                                                        | 2a. Fax Number<br>(    )                |                                                                                                                                                           |                                                                                                                                                                      |
| 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. <b>Signature</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | 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<br/>Yes <input type="checkbox"/> No <input type="checkbox"/><br/>If yes, enter certification number: _____</p> </td> <td style="width: 50%; vertical-align: top; padding: 5px;"> <p>b. Disabled Veteran Business Enterprise<br/>Yes <input type="checkbox"/> No <input type="checkbox"/><br/>If yes, enter your certification number below: _____</p> </td> </tr> </table> <p><b>NOTE:</b> 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<br/>Yes <input type="checkbox"/> No <input type="checkbox"/><br/>If yes, enter certification number: _____</p> | <p>b. Disabled Veteran Business Enterprise<br/>Yes <input type="checkbox"/> No <input type="checkbox"/><br/>If yes, enter your certification number below: _____</p> |
| <p>a. California Small Business Enterprise<br/>Yes <input type="checkbox"/> No <input type="checkbox"/><br/>If yes, enter certification number: _____</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <p>b. Disabled Veteran Business Enterprise<br/>Yes <input type="checkbox"/> No <input type="checkbox"/><br/>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                                                                                                                                                                                                                                                                                                                                                                                                                            |
|------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>1, 2, 2a, 2b, 3</b> | Must be completed. These items are self-explanatory.                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>4</b>               | 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.                                                                                                                                                                  |
| <b>5</b>               | 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.             |
| <b>6</b>               | 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.                                                                               |
| <b>7</b>               | Enter your federal employee tax identification number.                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>8</b>               | 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.                                                                                                                                                                                                                       |
| <b>9</b>               | 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.                                                                                                                                                                                                                                                                  |
| <b>10, 11, 12, 13,</b> | Must be completed. These items are self-explanatory.                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>14</b>              | 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:                                                                                  |  | Email: |  |
| If awarded the Agreement, the Project Manager for services will be:                            |  |        |  |
| Name & Title:                                                                                  |  |        |  |
| Address:                                                                                       |  |        |  |
| Phone Number:                                                                                  |  | Email: |  |
| If awarded the Agreement, direct all agreement inquiries to:                                   |  |        |  |
| Name & Title:                                                                                  |  |        |  |
| Address:                                                                                       |  |        |  |
| Phone Number:                                                                                  |  | Email: |  |
| If awarded the Agreement, the name of the company officer authorized to sign the Agreement is: |  |        |  |
| Name & Title:                                                                                  |  |        |  |
| Address:                                                                                       |  |        |  |
| Email:                                                                                         |  |        |  |

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

[http://www.documents.dgs.ca.gov/dgs/FMC/GS/PD/PD\\_1.pdf](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  
CONTRACTOR CERTIFICATION CLAUSES (CCC 04/2017)**

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

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

<https://www.dgs.ca.gov/-/media/Divisions/OLS/Forms/CALIFORNIA-CIVIL-RIGHTS-LAWS-ATTACHMENT.pdf>

**ATTACHMENT 8  
IRAN CONTRACTING ACT VERIFICATION FORM (DGS PD 3) \***

<https://www.dgs.ca.gov/-/media/A7EE965578CA4CC1A63087423C7BED0C.ashx>

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

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

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

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

[https://www.documents.dgs.ca.gov/dgs/fmc/gspd/pd\\_843.pdf](https://www.documents.dgs.ca.gov/dgs/fmc/gspd/pd_843.pdf)

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

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

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

**ATTACHMENT 12  
TARGET AREA CONTRACT PREFERENCE ACT (TACPA) (STD 830) \***

If you are claiming the Target Area Contract Preference Act (TACPA) bidding preference, please follow and fill out the attached forms (STD 830):

<https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std830.pdf>

**ATTACHMENT 13  
BIDDER'S SUMMARY OF CONTRACT ACTIVITIES AND LABOR HOURS (DGS PD 526) \***

If you are claiming the Target Area Contract Preference Act (TACPA) bidding preference, please follow and fill out the attached form

<https://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd0526.pdf>

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

\*Submit only if applicable.

**ATTACHMENT 14**  
**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 bids/offers 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 15**  
**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 - Change Key Staff Reference Form                                        |
| Exhibit A, Attachment 2 - Personnel Change Order Request 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, Information Technology, Data, and Security Provisions                                 |
| <b>Exhibit F, Resumes</b>                                                                        |

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

I certify that we can meet the insurance requirements identified in the Standard Agreement, Exhibit D, Special Terms and Conditions and will provide the applicable certificate(s) of coverage within 10 business days of award.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Proposer Firm

\_\_\_\_\_  
Name and Title (Please Print)

**ATTACHMENT 16**  
**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) PREFERENCE:**

Proposer must check the appropriate box from the choices below.

- ☐ I am a Department of General Services (DGS) certified SB and claim the SB Preference.  
My DGS SB certification number is: \_\_\_\_\_
- ☐ I am not claiming the SB Preference.

**3. TARGET AREA CONTRACT PREFERENCE ACT**

Proposer must check the appropriate box from the choices below.

- ☐ I am not claiming the TACPA bidding preference.  
I am claiming the TACPA bidding preference.
- ☐ Bidder must submit Attachment 12 Target Area Contract Preference Act (TACPA) STD 830 and Attachment 13 Bidder's Summary of Contract Activities and Labor Hours (DGS/PD 526).

Name of Proposer: \_\_\_\_\_

Signature and Date: \_\_\_\_\_

**ATTACHMENT 17  
FIRM REFERENCES**

**Proposer's Name:** \_\_\_\_\_

Please print clearly or type.

Proposers must use Attachment 17, Firm References and submit **three (3) complete, scored and signed** references that substantiate the Proposer's expertise and experience in providing Business Analysis, Process Reengineering, or Business Process Documentation services performed within the last 10 years. References must be able to provide an objective assessment of the Proposer's performance.

- Proposer Firm has three (3) references within the last ten years, working in the capacity of professional economic consulting and forecasting; including providing detailed analysis of the State's economic trends, focusing on key indicators such as employment, industry performance, and consumer spending.
- At least one (1) reference must be from an engagement 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 employee as a reference, the Proposer shall contact [SCOBids@sco.ca.gov](mailto:SCOBids@sco.ca.gov) to ensure the current SCO employee is not a member of the Evaluation Team.

References will be contacted to validate ratings. SCO will make up to three (3) attempts via phone/email to contact each reference during the evaluation period to validate the information and to determine the customer's overall satisfaction with 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.

|                                                                  |                |     |
|------------------------------------------------------------------|----------------|-----|
| 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:<br>(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 18**  
**KEY STAFF REFERENCES**

**Proposer's Name:** \_\_\_\_\_

Please print clearly or type.

Proposers must use Attachment 18, Key Staff References to submit **two (2) complete, scored and signed** current references that substantiate the key staff's expertise and experience in providing similar types of services performed within the last five (5) years. References must be able to provide an objective assessment of the Key Staff's performance.

- At least one (1) reference must be from experience performing in the capacity of professional economic consulting and forecasting; including providing detailed analysis of the State's economic trends, focusing on key indicators such as employment, industry performance, and consumer spending used to meet Key Staff Mandatory Qualifications.
- Key staff must not use the same reference more than once.
- References need to be previous clients they performed the work for and cannot be references from within the proposer firm.
- Prior to the Proposer using a current SCO State employee as a reference, the Proposer shall contact [SCOBids@sco.ca.gov](mailto:SCOBids@sco.ca.gov) to ensure the current State employee is not a member of the Evaluation Team.

References will be contacted to validate ratings. SCO will make up to three (3) attempts via phone/email to contact each reference during the evaluation period to validate the information and to determine the customer's overall satisfaction of the services provided. Therefore, it is the Proposer's and key staff'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:<br>(MM/DD/YYYY) |                |

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

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

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

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

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

\_\_\_\_\_  
Signature of Reference Contact

\_\_\_\_\_  
Date Signed

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        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| <b>State of California-Controller's Office</b><br><b>Contractor/Consultant Organization</b><br><b>Information Security Agreement</b><br><b>ISO-004c (Rev. 2/25)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |            | <b>INFORMATION SECURITY OFFICE</b><br><b>300 Capitol Mall, Suite 603</b><br><b>Sacramento, CA 95814</b><br>Form Contact Info. Ph: (916) 445-1720<br>Email: infosec@sco.ca.gov |            |
| <b>Section 1 - Contractor/ Consultant Organization Contact Information</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             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| Contractor/ Consultant Organization Name                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               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| Street Address                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         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| Organization Contact Name                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              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| <b>Section 2 - SCO Contract/ Agreement Administrator Information</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   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| SCO Division                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           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| Title                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  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| <b>Section 3 - SCO Information Security Terms And Conditions</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       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| <p>Contractors and consultants authorized to use SCO information assets shall comply with all applicable SCO administrative policy and information security standards, and the terms, conditions, and requirements stated on this agreement. The intent of this agreement is to comply with California State Administration Manual (SAM) requirements (Ref. SAM§ 5305.8 (2) e (1) et.al) and statute.</p> <p><b>General Terms and Conditions:</b></p> <ol style="list-style-type: none"> <li>SCO <i>information assets</i> shall only be accessed or utilized for SCO authorized business purposes;</li> <li>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;</li> </ol> <p><b>Contractor / Consultant Organization Responsibilities</b></p> <p>The Contractor/ Consultant organization listed in Section 1 of this agreement agrees to comply with, implement, enforce, and monitor compliance with the following requirements:</p> <ol style="list-style-type: none"> <li>The organization shall ensure that only SCO authorized organization employees or agents utilize SCO <i>information assets</i>. The organization is solely responsible for ensuring that authorized employees or agents are not security risks, and upon the SCO's request, the organization will provide the SCO with any information reasonably necessary for SCO to evaluate security issues relating to any authorized employee or agent;</li> <li>The organization shall ensure that all authorized organization employees or agents understand and adhere to SCO administrative policy and information security standards;</li> <li>The organization shall immediately notify the SCO of any changes or withdrawals of their employees or agents authorized by the SCO to access or utilize SCO <i>information assets</i>;</li> <li>The organization shall ensure that SCO authorized organization employees or agents take all reasonable and appropriate measures to protect the confidentiality, integrity, and availability of SCO <i>information</i> classified as confidential or sensitive, or as requiring protection by state or federal statute;</li> <li>The organization shall ensure that SCO authorized organization employees or agents take all reasonable and appropriate measures to protect the confidentiality, integrity and availability of SCO <i>data processing resources</i>, specifically:       <ol style="list-style-type: none"> <li>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;</li> <li>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;</li> <li>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;</li> <li>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;</li> <li>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,</li> <li>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. <b>No</b> organization data processing resources shall be connected to any SCO network or network resource.</li> </ol> </li> <li>The organization and its employees or agents shall immediately notify the SCO Information Security Office, SCO Information Systems Division, and the appropriate SCO contract /agreement administrator of any violation of SCO administrative policy or information security standards; or violation of terms, conditions, or requirements of this agreement; and any actual or suspected information security incident. Information security incidents include, but are not limited to, the following:       <ol style="list-style-type: none"> <li>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;</li> <li>Possible acquisition of notice-triggering personal information by unauthorized persons, as defined in California Civil Code 1798.29;</li> <li>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.</li> <li>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;</li> </ol> </li> </ol> |            |                                                                                                                                                                               |            |

- 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: 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 the SCO Contracts and Procurement Office.

Attn: Contracts Officer  
300 Capitol Mall, Suite 1500  
Sacramento, CA 95814

## ATTACHMENT 20

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 21**  
**FIRM MINIMUM QUALIFICATIONS WORKBOOK**

Please open and complete Attachment 21, Firm Minimum Qualifications Workbook.

**ATTACHMENT 22**  
**KEY STAFF QUALIFICATIONS WORKBOOK**

Please open and complete Attachment 22, Key Staff Qualifications Workbook.

**ATTACHMENT 23  
COST WORKSHEET**

**Proposer's Name:** \_\_\_\_\_  
(Please print clearly or type.)

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

The proposed hourly 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 (3 years)    |                |               |                            |                |
|-----------------------------|----------------|---------------|----------------------------|----------------|
| Key Staff Classification    | Key Staff Name | Rate per Hour | *Estimated Number of Hours | Extended Total |
|                             |                |               | 299                        | \$             |
|                             |                |               | 300                        | \$             |
|                             |                |               | 299                        | \$             |
| Support Staff               | -----          |               | 100                        | \$             |
| <b>Total Hours</b>          |                |               | 998                        | \$             |
| <b>Agreement Total Cost</b> |                |               |                            | \$             |

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

## SCOPE OF WORK

### A. Description of Services

The Contractor shall provide the State Controller's Office (SCO) with monthly forecasting, subject matter expertise, and economic advisory services and will assist SCO in response to the economy, financial changes, and budget deficits, as described herein. The Contractor shall provide quarterly comprehensive reports regarding state economic conditions to the State Controller's Council of Economic Advisors, which is charged with providing the Controller with current and objective economic information and evidence-based analysis. The Contractor will participate in quarterly meetings anticipated to be scheduled around the Controller's monthly cash report release prior to the 10th day of each month of the year. The Contractor is expected to make themselves available to the Controller on an ad-hoc basis when issues arise to provide real-time advice and guidance on emergent fiscal issues.

The Contractor shall assist SCO in managing and monitoring the State of California (State) cash flows, refinements to previously developed forecasting models, and projection of future cash flows in the State's General Fund and borrowable funds. The Contractor will provide detailed analysis of the State's economic trends, focusing on key indicators such as employment, industry performance, and consumer spending. The Contractor will monitor all facets of state, federal, and global economic conditions and assess the impact of state and federal policies on the economy and offer insights across major areas such as technology, agriculture and tourism. Short- and long-term economic forecasts will be developed, highlighting potential growth opportunities and challenges through the lens of current economic theory and empirical research.

#### Agreement Term

The term of this agreement will be for three years with the options to amend to add funds, as deemed necessary by SCO. The rates on 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.

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

#### Agreement Amount

The Contractor and SCO Contract Manager (CM) are responsible for monitoring the agreement cost to ensure it does not exceed the maximum amount of the Agreement without an executed amendment.

### B. Contractor's Roles and Responsibilities

1. The Contractor shall respond to specific requests from SCO with respect to fiscal and economic impacts stemming from budget deficits. The Contractor shall provide SCO with monthly economic and fiscal forecasts, analysis of the impact of economic changes on the State's cash flows, and other related matters.
2. Utilizing the available data, the Contractor shall update and refine SCO existing forecasting models incorporating advanced econometric techniques. The Contractor shall provide technical documentation detailing the theoretical framework and econometric methodologies utilized in the refinement of these models. The Contractor shall ensure all forecasting methodologies are consistent with current peer-reviewed economic literature and provide bibliography of academic sources to support the chosen statistical approach. The Contractor shall update and revise the

previously identified statistical correlations between historical trends and future cash inflows and outflows, in order to allow SCO to better project likely cash balances under a variety of fiscal and economic conditions. In developing the forecasting models, the Contractor shall analyze macroeconomic and budget forecasts, monthly revenue receipts, monthly economic data, Department of Finance (DOF) cash flow estimates, and emerging economic and fiscal issues. The Contractor shall integrate relevant data and insights from each of these sources into the models in order to ensure that the models take advantage of the best available information and academic standards.

3. The Contractor shall assist staff in the maintenance and operation of the forecast modeling and reporting system for the State Accounting and Reporting Division (SARD), Bureau of Cash Management, focusing on cash flow scenarios, borrowable resources reports, Pooled Money Investment Board (PMIB) reports and monthly cash reports. Upon completion of analysis of monthly PMIB reports and monthly cash reports, the Contractor shall prepare a monthly economic report of the State.
4. The Contractor shall review the DOF cash flow estimates (including the Governor's budget proposal, the May revision, and enacted Budget Act) and provide an independent analysis to: (a) assess the downside risks of the DOF's estimates; (b) assist in the development of the sizing for a revenue anticipation note (RAN) or registered reimbursement warrant (RAW); and (c) identify specific days in which the State may have insufficient cash balances. The Contractor shall develop and present economic risk scenarios based on information provided by SCO, utilizing historical economic impacts to the State's cash flow resilience under volatile conditions,
5. The Contractor shall identify emerging economic and fiscal issues that may have a potentially significant impact on State and local finances.
6. The Contractor shall train and develop models, updating protocols as needed in order to ensure that the models can be used and updated by SCO staff. Training may include workshops, instructional materials designed to bridge the gap between economic theory and practical application, and additional information as needed.
7. The Contractor shall provide ongoing financial and economic monitoring. The Contractor shall provide data and analysis to SCO executive staff as needed, to include assisting in the research, data preparation, analysis, and display of economic and fiscal conditions, providing independent analysis of State cash flow estimates, and providing high-level macroeconomic analysis to SCO. The Contractor shall identify and respond to the highest priority needs and will offer insights, advice, and presentations of the most relevant economic and financial data.
8. The Contractor shall be required to develop written reports, memoranda, and presentations for monthly cash report briefings, and shall be required to develop materials on a quarterly basis or as requested by SCO. The Contractor shall document in a written report or series of reports that explain the results of the Contractor's analysis in clear and concise language. The Contractor shall assist the State Controller and/or SCO executive staff in preparing for written or oral presentations as may be necessary. The Contractor shall assist SCO in the creation of data visualizations and infographics that translate complex economic findings into accessible formats for public and executive-level briefings.
9. The Contractor shall prepare quarterly comprehensive reports regarding State economic conditions to support the ability of the Controller to speak authoritatively regarding topics confronting the State as the fifth largest economy in the world and recommend actionable policy considerations for managing the State's revenues around major external policy areas which have significant impact on housing, climate, tax policy, and other factors of importance to the wellbeing, improvement, and management of public revenues.

10. The Contractor is expected to be agreeable to publicly support the Controller's comments regarding economic and policy issues either through news releases, social media, or other means to the extent permitted by their firm, university, academic institution or organization. The Contractor is an advocate communicator on behalf of the Controller and must be willing to support the Controller's public communication on relevant economic and policy matters, when appropriate and within the bounds of the Contractor's own policies and organizational guidelines. This support may take the form of news releases, social media, or other public channels. SCO respects the Contractor's professional integrity and permits public commentary to be limited to objective presentation of research findings. Branding or firm identification in reports is not required but may be permitted if mutually agreed upon.
11. The Contractor shall monitor all facets of state, federal, and global economic conditions and assess the impact of state and federal policies on the economy and offer insights across major areas such as technology, agriculture and tourism. Short- and long-term economic forecasts shall be developed, highlighting potential growth opportunities and challenges.
12. In addition to monitoring all facets of state, federal, and global economic conditions and assess the impact of state and federal policies on the economy and offering insights across major areas such as technology, agriculture and tourism. Short- and long-term economic forecasts will be developed, highlighting potential growth opportunities and challenges.
13. Upon SCO request, the Contractor shall research and participate in ad hoc discussions related to revenues and/or programs that may impact revenue.
14. The Contractor's key staff shall be required to complete a Live Scan background check prior to starting work.
15. Contractor staff are only allowed to perform services while physically located within the contiguous United States unless prior written approval has been obtained from the SCO Contract Manager, Chief Information Officer, and Chief Information Security Officer.
16. Any agreement between the Contractor and its subcontractors shall require the Subcontractors to adhere to the same performance standards and other standards required of the Contractor including but not limited to clearing a Live Scan background check, as applicable to the Subcontractor's service.

### **C. SCO Roles and Responsibilities**

1. SCO will work closely with the Contractor to update and refine existing SCO forecasting models.
2. SCO staff will participate in training conducted by the Contractor to ensure that the forecasting models can be properly utilized and updated by SCO staff.
3. SCO normal working hours are Monday through Friday, between the hours of 8:00 a.m. - 5:00 p.m., Pacific Time (PT), excluding State holidays. A list of holidays which SCO observes may be found at the following link: <http://www.calhr.ca.gov/employees/Pages/state-holidays.aspx>.

### **D. Background Checks**

1. The Contractor's staff shall be required to complete and pass a Live Scan background check prior to starting work and receiving an SCO asset and permission to access the SCO network. SCO provides all necessary background check forms and location information for each staff offered to complete the process. Contractor staff are only allowed to perform services while physically located within the contiguous United States unless prior written approval has been obtained.

- a. If key staff are located in the Sacramento area, they must be fingerprinted at SCO.
  - b. If key staff are located outside the Sacramento area, but in California, they may go to a Live Scan location of their choosing.
  - c. If key staff are located outside of California, they must go to a local law enforcement agency or to another entity licensed to roll fingerprints and request completion of a standard FBI applicant fingerprint card (FD-258), provided by SCO. Key staff shall mail the completed forms and FD-258 back to SCO via the United States Postal Service (USPS).
2. Background checks must be completed and passed prior to beginning work on the Agreement. If a Contractor's key staff does not pass the Live Scan background check process, the Contractor must replace the proposed individual with a new candidate within seven (7) business days that meets or exceeds all requirements stated in RFP ESAR90226. Contractors and the offered staff will be held to the same background check standards as SCO employees.
  3. The Contractor shall ensure that each key staff under the Agreement is made aware of, understands, and complies with the provisions of SCO Live Scan background checks. Any additional or replacement individuals added to the Agreement will be subject to the same terms.
  4. SCO shall not compensate the Contractor for any time or effort required to prepare the new staff member for work on the project. The Contractor shall recover and return any state-issued identification card or equipment provided to the Contractor's employee(s) upon their departure or termination, if applicable.

#### E. Contacts

1. Direct all service inquiries to:

| <b>State Controller's Office<br/>State Accounting and Reporting Division<br/>(SARD)</b> | <b>Contractor</b> |
|-----------------------------------------------------------------------------------------|-------------------|
| Name:                                                                                   | Name:             |
| Address:                                                                                | Address:          |
| Phone:                                                                                  | Phone:            |
| Email:                                                                                  | Email:            |

2. Direct all agreement inquiries to:

| <b>State Controller's Office<br/>Contracts and Procurement Office</b> | <b>Contractor</b> |
|-----------------------------------------------------------------------|-------------------|
| Name:                                                                 | Name:             |
| Address:                                                              | Address:          |
| Phone:                                                                | Phone:            |
| Email:                                                                | Email:            |

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

## PERSONNEL CHANGE KEY STAFF REFERENCE FORM

Exhibit A, Attachment 1, Personnel Key Staff Reference Form, must be completed for the proposed staff. References must support the intent of the Agreement and be able to provide an objective assessment of the Proposed Key Staff performance. The references cannot be current employees of the Contractor's company. No reference, project, or contact name may be used more than once per identified Key Staff.

[illegible]

**PERSONNEL CHANGE ORDER REQUEST FORM**

**PERSONNEL CHANGE ORDER NO.**

Contractor Name: \_\_\_\_\_

Agreement Number: \_\_\_\_\_

Proposed Start Date (or upon approval by the Project Manager, whichever occurs later):

Reason for Change:

Description of Change:

To swap out the following Personnel.

Current Personnel: (Name, classification and hourly rate)

Proposed Personnel: (Name including phone number and email address)

Proposed Personnel Classification:

Proposed Hourly Rate:

(qualifications must be equal or better than  
current identified staff)

(must be less than or equal to current rate)

Attach Resume, Certifications, Degrees and References

(EXHIBIT A, ATTACHMENT X, PERSONNEL CHANGE KEY STAFF REFERENCE FORM must be included)

**Approval:**

Changes identified above are in accordance with the terms and conditions of the Agreement. By signing below, the Contractor Official has confirmed that the proposed key staff's qualifications are the same or better than the current identified key staff. The SCO Program Representative's signature below indicates that he/she has confirmed that the proposed key staff meets the minimum requirements listed in the <insert solicitation method>.

**Approved By:**

**State Controller's Office**

**Contractor Name - TBD**

\_\_\_\_\_  
(Name / Title –Type or Print)

\_\_\_\_\_  
(Name / Title –Type or Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

| Instructions on how to complete Exhibit A, Attachment 3          |                                                                                                                                                                                        |                                                                                                    |
|------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------|
| Report Field                                                     | Report Field Description                                                                                                                                                               | Responsible Party                                                                                  |
| Reporting Period                                                 | Identifies the current 6-month reporting period that will be either July - December (due by January 31) or January - June (due by July 31)                                             | Prime Contractor                                                                                   |
| <b>Prime Contractor Information</b>                              |                                                                                                                                                                                        |                                                                                                    |
| Name                                                             | Full Legal Name                                                                                                                                                                        | Prime Contractor                                                                                   |
| Agreement Number                                                 | Executed agreement number                                                                                                                                                              | SCO Contracts & Procurement Office                                                                 |
| Agreement Amount                                                 | Total agreement amount for the agreement term                                                                                                                                          | SCO Contracts & Procurement Office                                                                 |
| Amount Invoiced During Current 6-Month Reporting Period          | Dollar amount invoiced during the current reporting period.                                                                                                                            | Prime Contractor                                                                                   |
| Amount Invoiced During Contract Term                             | Cumulative dollar amount invoiced by the Prime Contractor during the agreement term                                                                                                    | Prime Contractor                                                                                   |
| <b>List of CA certified SB</b>                                   |                                                                                                                                                                                        |                                                                                                    |
| A) SB Subcontractor's Name                                       | DGS certified SB identified on the Bidder Declaration submitted with the bid response and/or approved by SCO during the term of the Agreement                                          | SCO Contracts & Procurement Office                                                                 |
| B) SB Certification Number                                       | DGS assigned SB certification number                                                                                                                                                   | SCO Contracts & Procurement Office                                                                 |
| C) Commitment Percentage                                         | Percentage commitment to the SB for the agreement term as identified on the Bidder Declaration submitted with the bid response and/or approved by SCO during the term of the Agreement | SCO Contracts & Procurement Office                                                                 |
| D) Commitment Amount                                             | Dollar amount spend committed to the SB for the agreement term                                                                                                                         | SCO Contracts & Procurement Office                                                                 |
| E) Amount Paid to SB During Current 6-Month Reporting Period     | Amount paid to SB during the current reporting period                                                                                                                                  | Prime Contractor                                                                                   |
| F) Percentage Paid to SB during Current 6-Month Reporting Period | Percentage of agreement spend paid to the SB during the current reporting period                                                                                                       | Auto-Calculates based on the Prime Contractor's total amount invoiced during the reporting period. |
| G) Total Paid to SB During Agreement Term                        | Cumulative amount paid to SB for all reporting periods during the agreement term                                                                                                       | Prime Contractor                                                                                   |
| H) Percentage Paid to SB During Agreement Term                   | Total percentage of agreement spend paid to the SB during the agreement term                                                                                                           | Auto-Calculates based on the Prime Contractor's total amount invoiced during the Agreement term.   |
| I) Variance Actual % vs. Commitment %                            | Comparison of the percentage of agreement spend committed to with the actual spend                                                                                                     | Auto-Calculates                                                                                    |
| J) Comments/Explanations                                         | Section for Contractor to provide any clarifying or important information                                                                                                              | Prime Contractor                                                                                   |
| Prime Contractor Contract Manager Print Name                     | Name of the Contractor representative authorized to submit the report                                                                                                                  | Prime Contractor                                                                                   |
| Title                                                            | Title of the Contractor representative authorized to submit the report                                                                                                                 | Prime Contractor                                                                                   |
| Date                                                             | Date the Prime Contractor representative signs the report.                                                                                                                             | Prime Contractor                                                                                   |
| Signature                                                        | Signature of the Prime Contractor representative authorized to submit the report                                                                                                       | Prime Contractor                                                                                   |

|                                                                                                                                  |                                        |                                             |                                        |                                    |                                                                                   |                                                                                       |                                                            |                                                                       |                                                                               |
|----------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|---------------------------------------------|----------------------------------------|------------------------------------|-----------------------------------------------------------------------------------|---------------------------------------------------------------------------------------|------------------------------------------------------------|-----------------------------------------------------------------------|-------------------------------------------------------------------------------|
| <b>State Controller's Office</b>                                                                                                 |                                        |                                             |                                        |                                    |                                                                                   |                                                                                       |                                                            |                                                                       |                                                                               |
| <b>Prime Contractor's Certification - Small Business Subcontractor Report</b>                                                    |                                        |                                             |                                        |                                    |                                                                                   |                                                                                       |                                                            |                                                                       |                                                                               |
| <b>Reporting Period</b>                                                                                                          |                                        | Begin                                       |                                        | through                            | End                                                                               |                                                                                       |                                                            |                                                                       |                                                                               |
| <b>Prime Contractor Information</b>                                                                                              |                                        |                                             |                                        |                                    |                                                                                   |                                                                                       |                                                            |                                                                       |                                                                               |
|                                                                                                                                  |                                        |                                             | <b>Agreement</b>                       |                                    | <b>Agreement Payment Information</b>                                              |                                                                                       |                                                            |                                                                       |                                                                               |
| <b>Name</b>                                                                                                                      |                                        |                                             | <b>Number</b>                          |                                    | Amount Invoiced<br>During Current 6-<br>Month Reporting<br>Period                 |                                                                                       | Amount Invoiced<br>During Contract<br>Term                 |                                                                       |                                                                               |
|                                                                                                                                  |                                        |                                             | <b>Amount</b>                          |                                    |                                                                                   |                                                                                       |                                                            |                                                                       |                                                                               |
| <b>List all California certified Small Business (SB) firms performing services as a subcontractor for this agreement.</b>        |                                        |                                             |                                        |                                    |                                                                                   |                                                                                       |                                                            |                                                                       |                                                                               |
| <b>SB Information</b>                                                                                                            |                                        |                                             | <b>Commitment Information</b>          |                                    | <b>Payment Information</b>                                                        |                                                                                       |                                                            |                                                                       |                                                                               |
|                                                                                                                                  | <b>(A)</b><br>SB Subcontractor(s) Name | <b>(B)</b><br>SB<br>Certification<br>Number | <b>(C)</b><br>Commitment<br>Percentage | <b>(D)</b><br>Commitment<br>Amount | <b>(E)</b><br>Amount Paid to SB<br>During Current 6-<br>Month Reporting<br>Period | <b>(F)</b><br>Percentage Paid to<br>SB During Current 6-<br>Month Reporting<br>Period | <b>(G)</b><br>Total Paid to SB<br>During<br>Agreement Term | <b>(H)</b><br>Percentage<br>Paid to SB<br>During<br>Agreement<br>Term | <b>(I)</b><br>Variance<br>Comitment<br>Percentage vs.<br>Actual<br>Percentage |
| 1                                                                                                                                |                                        |                                             |                                        | \$ -                               | \$ -                                                                              | #DIV/0!                                                                               |                                                            | #DIV/0!                                                               | #DIV/0!                                                                       |
| 2                                                                                                                                |                                        |                                             |                                        |                                    |                                                                                   |                                                                                       |                                                            |                                                                       | #DIV/0!                                                                       |
| 3                                                                                                                                |                                        |                                             |                                        |                                    |                                                                                   |                                                                                       |                                                            |                                                                       | #DIV/0!                                                                       |
| 4                                                                                                                                |                                        |                                             |                                        |                                    |                                                                                   |                                                                                       |                                                            |                                                                       | #DIV/0!                                                                       |
| 5                                                                                                                                |                                        |                                             |                                        |                                    |                                                                                   |                                                                                       |                                                            |                                                                       | #DIV/0!                                                                       |
| 6                                                                                                                                |                                        |                                             |                                        |                                    |                                                                                   |                                                                                       |                                                            |                                                                       | #DIV/0!                                                                       |
| 7                                                                                                                                |                                        |                                             |                                        |                                    |                                                                                   |                                                                                       |                                                            |                                                                       | #DIV/0!                                                                       |
| 8                                                                                                                                |                                        |                                             |                                        |                                    |                                                                                   |                                                                                       |                                                            |                                                                       | #DIV/0!                                                                       |
| 9                                                                                                                                |                                        |                                             |                                        |                                    |                                                                                   |                                                                                       |                                                            |                                                                       | #DIV/0!                                                                       |
| 10                                                                                                                               |                                        |                                             |                                        |                                    |                                                                                   |                                                                                       |                                                            |                                                                       | #DIV/0!                                                                       |
| 11                                                                                                                               |                                        |                                             |                                        |                                    |                                                                                   |                                                                                       |                                                            |                                                                       | #DIV/0!                                                                       |
| 12                                                                                                                               |                                        |                                             |                                        |                                    |                                                                                   |                                                                                       |                                                            |                                                                       | #DIV/0!                                                                       |
| 13                                                                                                                               |                                        |                                             |                                        |                                    |                                                                                   |                                                                                       |                                                            |                                                                       | #DIV/0!                                                                       |
| 14                                                                                                                               | <b>Grand Total</b>                     |                                             |                                        | \$ -                               | \$ -                                                                              | #DIV/0!                                                                               | \$ -                                                       | #DIV/0!                                                               |                                                                               |
|                                                                                                                                  | <b>(J)</b><br>Comments/Explanations    |                                             |                                        |                                    |                                                                                   |                                                                                       |                                                            |                                                                       |                                                                               |
| Attach copies of this page for additional lines                                                                                  |                                        |                                             |                                        |                                    |                                                                                   |                                                                                       |                                                            |                                                                       |                                                                               |
| I certify under penalty of perjury under the laws of the State of California that all information submitted is true and correct. |                                        |                                             |                                        |                                    |                                                                                   |                                                                                       |                                                            |                                                                       |                                                                               |
| <b>Prime Contractor Contract Manager Print Name:</b>                                                                             |                                        |                                             |                                        |                                    | <b>Date Signed:</b>                                                               |                                                                                       |                                                            |                                                                       |                                                                               |
| <b>Title:</b>                                                                                                                    |                                        |                                             |                                        |                                    |                                                                                   |                                                                                       |                                                            |                                                                       |                                                                               |
| <b>Signature:</b>                                                                                                                |                                        |                                             |                                        |                                    |                                                                                   |                                                                                       |                                                            |                                                                       |                                                                               |

## **BUDGET DETAIL AND PAYMENT PROVISIONS**

### **A. Invoicing and Payment**

1. For services satisfactorily rendered, and upon receipt and approval of Contractor's invoices, SCO agrees to compensate the Contractor in accordance with the compensation identified in Exhibit B, Attachment 1, Cost Worksheet.
2. Itemized invoices shall be submitted on Contractor's letterhead, not more frequently than monthly in arrears, and include at a minimum:
  - Agreement Number **CSAR90226**
  - Dates of Service
  - Description of Service Provided
  - Key Staff name, number of hours, and hourly rate
  - Total Amount Payable

If submitting electronically, send one PDF copy to: [ADMAP@sco.ca.gov](mailto:ADMAP@sco.ca.gov)

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

State Controller's Office  
Departmental Accounting Office  
P.O. Box 942850  
Sacramento, CA 94250-5877

Invoice inquiries: [ADMAP@sco.ca.gov](mailto:ADMAP@sco.ca.gov)

### **B. Budget Contingency Clause**

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

### **C. Prompt Payment Clause**

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

### **D. Disabled Veterans Business Enterprise Subcontractor Authorization to Withhold \$10,000**

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

**COST WORKSHEET**

To be inserted after award

**GENERAL TERMS AND CONDITIONS  
(GTC 02/2025)**

Exhibit C, General Terms and Conditions (GTC 02/2025) may be viewed at the following site:  
<https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language?search=general%20terms%20and%20conditions>  
and shall be incorporated by reference only and made part of the Agreement as if attached hereto.

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

## SPECIAL TERMS AND CONDITIONS

### A. Insurance Requirements

The Contractor agrees the insurance herein required shall be in effect at all times during the term of this agreement. Certificates of insurance are subject to the approval of the Department of General Services (DGS) and the Contractor agrees no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein required, SCO may, in addition to any other remedies it may have, terminate this agreement upon the occurrence of such event. SCO will not be responsible for any premiums or assessment on the policy. The dates of inception and expiration of coverage shall be specified on the certificate. The insurance coverage shall be on an occurrence basis only. The Contractor shall comply with all requirements outlined in Insurance Requirements and General Provisions. No payments will be made under this Agreement until contractor fully complies with all requirements.

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

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

The certificate of insurance must include the following provisions stating:

The insurer shall not cancel the insured's coverage without 30 days prior written notice to the State; and The State of California, its officers, agents, employees and servants are included as additional insured's, but only insofar as the operations under this agreement are concerned. This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management of the DGS.

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

## **B. Licenses and Permits**

1. The Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this agreement.
2. If you are a contractor located within the State of California, a business license from the city/county in which you are headquartered is necessary; however, if you are a corporation, a copy of your incorporation documents/letter from the Secretary of State's Office can be submitted. If you are a contractor outside the State of California, you will need to submit to SCO a copy of your business license or incorporation papers for your respective state showing that your company is in good standing in that state.
3. In the event, any license(s) and/or permit(s) expire at any time during the term of this agreement; the Contractor agrees to provide SCO a copy of the renewed license(s) and/or permit(s) within 30 days following the expiration date. In the event the Contractor fails to keep in effect at all times all required license(s) and permit(s), SCO may, in addition to any other remedies it may have, terminate this agreement upon occurrence of such event.

## **C. Excise Tax**

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

## **D. Settlement of Disputes**

1. In the event of a dispute, the Contractor shall file a "Notice of Dispute" with the State Controller's Office, Chief Legal Counsel, within 10 days of discovery of the problem. Within 10 days, the State Controller's Office, Chief Legal Counsel shall meet with the Contractor and Project Manager for purposes of resolving the dispute. The decision of the Chief Legal Counsel shall be final.
2. In the event of a dispute, the language contained within this agreement shall prevail over any other language including that of the solicitation.

## **E. Potential Subcontractors**

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

## **F. Notification of Personnel Changes**

SCO Project Representatives shall approve any changes to the Contractor's key personnel before replacement. The Contractor shall notify in writing within 14 calendar days of the event and shall provide a reason for replacement. SCO reserves the right to request a statement from the staff who is being replaced to confirm the reason for replacement. All replacement key personnel must meet the minimum requirements as stated in this agreement. SCO shall not compensate the Contractor for any time or

effort required to prepare the new staff member for work on the project. In addition, Contractor must recover and return any State-issued identification card provided to Contractor's employee(s) upon their departure or termination.

#### **G. Prohibition of Tax Delinquents from Contracting**

1. The State of California is prohibited from entering into any contracts for services with persons whose name appears on either list of the 500 largest tax delinquencies pursuant to Sections 7063 and 19195 of the Revenue and Taxation Code (RTC) and PCC Section 10295.4.
2. The Contractor certifies that it is not included on either the California Franchise Tax Board's (FTB) or on the California Department of Tax and Fee Administration's (CDTFA) lists, that can be found at:

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

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

#### **H. Darfur Contracting Act**

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

#### **I. Civil Rights Certifications**

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

#### **J. Iran Contracting Act Certification**

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

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

#### **K. Economic Sanctions on Russia**

1. Ensure compliance with economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law (collectively, economic sanctions) including by refraining from new investments in, and financial transactions with, Russian institutions or companies that are headquartered or have their principal place of business in Russia (Russian entities), and not transferring technology to Russia or Russian entities. The Contractor is further notified that they

will be subject to additional reporting requirements pursuant to Executive Order (N-6-22) issued by Governor Gavin Newsom on March 4, 2022.

2. The Contractor certifies that it is not on the U.S. Department of Treasury, Office of Foreign Assets Control (OFAC) Sanctions List found at: <https://sanctionssearch.ofac.treas.gov/>

#### **L. Evaluation of Contractor**

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

#### **M. Follow-On Agreement**

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

#### **N. Exclusion for Conflict of Interest**

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

#### **O. Audits**

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

#### **P. Background Checks**

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

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

## **INFORMATION TECHNOLOGY, DATA, AND SECURITY PROVISIONS**

**Unless otherwise specified in Exhibit A (Scope of Work), the following provisions shall apply whenever the Contractor has access to data owned by the State Controller's Office (SCO) or data for which SCO serves as custodian.**

### **A. SCO Data and Resource Ownership**

1. All data, resources and materials provided by SCO shall remain the sole and exclusive property of SCO, including all applicable rights to patents, copyrights, trademarks, trade secrets or other proprietary property rights. Additionally, all rights, titles and interest in and to any data and materials relating to SCO business will remain the property of SCO whether or not supplied to Contractor. Nothing in this agreement shall be construed as conveying any rights or interest in the data, resource or material to Contractor. Contractor shall not utilize, retain, or transfer SCO Data, resources or materials to any individual or entity without the express written permission of SCO. Upon termination of this agreement, the Contractor agrees to provide the data or material to SCO, or, at SCO request, confirm in writing that said data or material in all formats in the Contractor's (and the Contractor's employees, agents, and subcontractors) custody, has been destroyed in compliance with NIST SP 800-88 and the terms of this agreement.
2. Upon full and final payment to Contractor of fees owed under the Agreement, Contractor (i) assigns to SCO, all right, title and interest in and to the deliverables except to the extent any Contractor Property is contained therein, and (ii) grants SCO a royalty-free, non-exclusive, non-transferable, non-sublicensable perpetual license, to use such Contractor Property solely in connection with SCO's use of the deliverables. Contractor Property shall mean all intellectual property, technology, know-how, methodologies, works of authorship, and other materials pre-existing the Agreement or created, acquired, or licensed separately from the Agreement, or created in performance of the Agreement which are not specific to SCO, including any modifications, enhancements, improvements, or derivative works. Notwithstanding anything herein that may be construed to the contrary, SCO agrees that nothing in this Agreement prevents Contractor from using residual knowledge, which includes generalized knowledge, experience, know-how, or any of the ideas, concepts, methodologies, tools or techniques derived from or discovered during the provision of the services performed under the Agreement. Contractor shall have the right to retain for its files copies of all information necessary to comply with its contractual obligations and applicable professional standards.
3. SCO gives Contractor the right to use SCO's logo solely for presentations or reports to SCO or for internal Contractor presentations and intranet sites.

### **B. Access Control**

1. All individuals accessing, processing, or manipulating SCO Data shall utilize either a Contractor managed device that meets the security requirements of this agreement or an SCO managed device that meets the SCO's security standards and configurations. These devices include, but are not limited to, laptops, desktops, mobile devices, or any other computing equipment provided by SCO for business purposes, unless prior approval has been obtained from the SCO Contract Owner, SCO Chief Information Officer (CIO) and the SCO Chief Information Security Officer (CISO).
2. In exceptional circumstances where the use of a non-SCO managed device is utilized to interact with SCO Data without direct interaction with the SCO environment, the Contractor must adhere to additional security requirements as defined by SCO in this agreement. Additional Security Requirements are:
  - a. Data that belongs to SCO and

- b. SCO Security Policy applies to the system in use
- 3. The Contractor must ensure the continuous logging, monitoring, and auditing of SCO Data in the Contractor environment.
- 4. The Contractor (and the Contractor's agents or subcontractors) shall allow SCO access to relevant and available security logs, latency statistics, and other related security data that affect this agreement and SCO Data and resources, at no cost to SCO.

### **C. Data Classification and Handling**

- 1. All data categorized as anything other than "public" by SCO and made available to the Contractor in order to carry out this agreement, or which becomes available to the Contractor in carrying out this agreement, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as specified in this agreement.
- 2. The Contractor shall not be required to keep SCO Data confidential whether it is or becomes publicly available, is already rightfully in Contractor's possession, is independently developed by Contractor outside the scope of this agreement or is rightfully obtained from third parties.
- 3. The Contractor receiving SCO Data agrees that the data obtained will be kept in the strictest confidence in accordance with the terms of this agreement. The Contractor receiving SCO Data recognizes it's their responsibility to protect the confidentiality of the data in their custody as provided by law and ensure that such data is disclosed only to those individuals and for such purposes as are authorized by law and this agreement.
- 4. The Contractor employees, agents, and subcontractors who may have access to SCO Data will be required to have on file annually a signed confidentiality statement, approved by SCO, attesting to the fact that he/she is aware of the data categorization and the penalties for unauthorized disclosure thereof under applicable state and federal law.
- 5. The Contractor receiving SCO Data shall take all governmental regulations and industry acceptable measures to ensure the integrity of the SCO Data. This includes implementing appropriate security controls as required by industry standards and governmental regulations, such as encryption, data validation, and monitoring, to prevent unauthorized modification or tampering of the data.
- 6. The Contractor receiving SCO Data shall implement a Role-Based Access Control (RBAC) methods that identify the access rights and permissions for staff members based on their designated roles and responsibilities.
- 7. The Contractor shall adhere to the principle of least privilege, which means that staff members shall only be granted access privileges necessary to fulfill their job requirements.
- 8. The Contractor shall maintain an Access Control List (ACL) that outlines the authorized users with privileges to access SCO-specific systems, networks, or data. The ACL shall be regularly reviewed, updated, and documented to ensure accuracy and adherence to RBAC and the principle of least privilege.
- 9. The Contractor shall implement Separation of Duties (SoD) to prevent any single individual from having excessive control over sensitive SCO Data. SoD ensures that different tasks and responsibilities related to the handling of SCO Data are assigned to the proper individuals.

10. The Contractor shall maintain a collaborative Data Control Log (DCL) as a part of their data control and transparency measures. The DCL should comprehensively capture crucial details prior to the transfer of SCO Data to the third-party environment. These details include the document name, third-party business justification, third-party storage location, and users being granted access (must be on the ACL).
11. The Contractor shall be required to log all interactions with SCO Data in the third-party environment. The logging mechanism should capture relevant details such as the date, time, user ID, activity performed, and the SCO Data accessed or modified.
12. The Contractor shall regularly monitor and review the logs of interactions with SCO Data to ensure compliance with the agreed-upon access controls and to detect any unauthorized or suspicious activities. These logs should be available for auditing purposes, enabling SCO to verify compliance with the agreed-upon requirements and to investigate any potential security incidents or breaches.
13. The Contractor shall maintain records and documentation of their implementation of the agreed-upon requirements. These records should be made available to SCO upon request as proof of compliance and adherence to the agreed-upon requirements.

#### **D. Confidentiality of SCO Data**

1. All financial, statistical, personal, technical, and other data and materials relating to SCO operations, which are designated confidential or sensitive by SCO and made available to the Contractor in order to carry out this agreement, or which becomes available to the Contractor in carrying out this agreement, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as specified in this agreement.
2. The Contractor shall not, however, be required to keep confidential data or materials which are or become publicly available, are already rightfully in the Contractor's possession, are independently developed by the Contractor outside the scope of this agreement or are rightfully obtained from third parties.
3. The Contractor receiving SCO Data agrees that the data obtained will be kept in the strictest confidence and shall make data available to its own employees, agents, and subcontractors only on a "need to know" basis. The "need to know" standard is met by authorized employees who need the data to perform their official duties in connection with the uses of the data authorized by this agreement.
4. The Contractor receiving SCO Data recognizes its/their responsibility to protect the confidentiality of the data in its/their custody as provided by law and ensure that such data is disclosed only to those individuals and for such purposes as are authorized by law and this agreement.
5. The Contractor employees, agents, and subcontractors who may have access to SCO confidential or sensitive data will be required to have on file annually a signed confidentiality statement, approved by SCO, attesting to the fact that he/she is aware of the confidential or sensitive data and the penalties for unauthorized disclosure thereof under applicable state and federal law.

#### **E. Data Storage, Transmission, Security Procedures, and Practices**

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

## **F. Location of SCO Data**

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

## **G. Information Security**

1. In addition to the Compliance with the Statutes and Regulations provision set forth in the General Provisions, the Contractor (and the Contractor's agents or subcontractors) shall confirm to SCO:
  - a. The sufficiency of its security standards, tools, technologies and procedures under this agreement.
  - b. Compliance with the following:
    - 1) The California Information Practices Act (Civil Code Sections 1798 et seq.).
    - 2) Compliance with the moderate security impact level privacy and security control guidelines specified in the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53 (Rev.5).
    - 3) Privacy provisions of the Federal Privacy Act of 1974.
    - 4) Federal Information Processing Standards Publication Standards for Security Categorization of Federal Information and Information Systems (FIPS 199).
    - 5) Federal Information Processing Standards Publication Standards Minimum Security Requirements for Federal Information and Information Systems (FIPS 200).
2. The Contractor (and the Contractor's agents or subcontractors) shall implement and maintain all appropriate administrative, physical, technical, and procedural safeguards in accordance with section a. above at all times during the term of this agreement that are designed to secure such data from data breach, protect the data and resources from hacks, introduction of viruses, disabling devices, malware and other forms of malicious or inadvertent acts that can disrupt SCO Data and resources.
3. The Contractor (and the Contractor's agents or subcontractors) shall allow SCO reasonable access to security logs, latency statistics, and other related security data that affect this agreement and SCO Data and resources, at no cost to SCO.
4. The Contractor (and the Contractor's agents or subcontractors) assumes responsibility for the security and confidentiality of SCO Data and resources under its control.
5. No SCO Data shall be copied, modified, destroyed or deleted by the Contractor (and the Contractor's agents or subcontractors) other than for normal operation or maintenance of the Contractor (and the Contractor's agent's or subcontractor's) systems or business process during the Agreement period without prior written notice to and written approval by SCO.

6. Remote access to SCO Data and resources from outside the continental United States, including remote access to data by authorized contractor support staff in identified support centers (and the Contractor's employees, agents, and subcontractors), is prohibited unless approved in advance by the SCO Chief Information Security Officer.
7. The Contractor (and the Contractor's agents or subcontractors) shall comply with all applicable SCO administrative, technical, and information security policies and standards that are provided to the Contractor in writing, in advance of the time of anticipated compliance while utilizing SCO resources, services and facilities while performing services under this agreement.

## **H. Encryption**

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

## **I. Information Security Control Review**

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

## **J. Security Incident or Violation**

1. The Contractor and its employees, agents, or subcontractors shall immediately notify the SCO Contact of any actual or suspected theft, loss, damage, unauthorized destruction, unauthorized modification, or unintentional or unauthorized release of any SCO Data classified as confidential or sensitive retained in electronic, paper, or any other digital or non-digital medium within 24 hours.
2. The obligations and responsibilities outlined in the agreed upon requirements shall survive the termination or expiration of the agreement, ensuring continued adherence to these requirements even after the Contractor's engagement with SCO has ended.
3. The Contractor shall take:
  - a. Prompt corrective action to mitigate any risks or damages involved with the breach or security incident and to protect the operating environment; and
  - b. Any action pertaining to a breach required by applicable federal and state laws, including, specifically, California Civil Code section 1798.29 [California Civil Code 1798.29, subdivision (e), California Civil Code 1798.82, subdivision (f)].

## **K. Data Sanitization**

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

**L. Secure Areas**

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

**M. Supervision of Data**

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

**N. Escorting Visitors**

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

**O. Removal of Data**

SCO Data must not be removed from the premises of the Contractor except with express written permission of SCO. SCO Data maintained on any laptops or other mobile devices managed by the Contractor in accordance with the requirements of this agreement shall be deemed on the premises of the Contractor for the purposes of this Section 15. Removal of Data.

**P. Disaster Recovery**

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

**Q. Data Backup Plan**

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

**R. Confidentiality Statement**

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

## **S. Lower Tier Transactions**

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

## **T. Security Assessment Questionnaire**

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

1. Information Practices Act of 1977 (IPA).
2. California Assembly Bill 2135 Information Security 2021/2022.
3. National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53 - Security and Privacy Controls for Information Systems and Organizations Moderate Baseline Version 5.0.
4. Federal Information Processing Standards (FIPS) 199 for Security Categorization of Federal Information and Information Systems.
5. FIPS 200 Minimum Security Requirements for Federal Information and Information Systems.
6. Health Insurance Portability and Accountability Act (HIPAA).
7. Health Information Technology for Economic and Clinical Health Act (HITECH) 2009.

The SAQ is a self-reporting tool designed for conducting business process control assessments to reduce the chance of security breaches and compliance violations. The Contractor will be required to answer all questions in the SAQ and provide documentation that allows SCO to verify the accuracy of responses

## **RESUMES**

To be inserted after award