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CALIFORNIA STATE CONTROLLER

August 18, 2026

REQUEST FOR QUOTE for INFORMATION TECHNOLOGY (IT) SERVICES (RFQ-ITS) ESAR70126Z
Workiva Software-as-a-Service (SaaS)

Notice to Prospective Bidders

Bidders are invited to review and respond to the State Controller's Office (SCO) Request for Quote for Information Technology Services (RFQ-ITS) Number ESAR70126Z, Workiva Software-as-a-Service (SaaS). To submit a bid for these services, the Bidder must comply with the instructions contained in this document as well as the requirements stated in Agreement, Exhibit A, Scope of Work. By submitting a bid, the bidding firm agrees to the terms and conditions stated in this RFQ-ITS.

Read the attached document carefully. **The Bidder is solely responsible for ensuring that the complete bid is received by SCO in accordance with the Bid requirements, prior to the date and time specified in the solicitation. Bids received after the specified deadline will not be considered for review.** SCO shall not be responsible for any delays in submittal, including misdelivery. SCO reserves the right to cancel this RFQ-ITS without cause, at any time prior to award.

Bidders are advised to check the Cal eProcure website for addendums, modifications, and updates to the Bid documents. SCO is not responsible for failure of the prospective bidder to check for any bid document updates, changes, or answers to questions posted on Cal eProcure. Failure to check the website periodically will be at the Bidder's sole risk.

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

Note that all IT Agreements entered into with the State of California will include by reference Information Technology General Provisions Cloud Computing Services DGS PD 402-ITGP Cloud (Rev.02/20/25), shall be incorporated by reference only and made part of the Agreement as if attached hereto. Information Technology General Provisions Cloud Computing Services DGS PD 402-ITGP Cloud (Revised 2/20/2025) can be viewed at: <https://www.dgs.ca.gov/-/media/Divisions/PD/Acquisitions/Solicitation-Documents/IT-General-Provisions-Cloud-DGS-PD-402ITGP-Revised-02202025.pdf>. If you do not have internet access, a hard copy can be provided. For additional information on the bid process, refer to the DGS Bidder Instructions DGS PD 451 <https://www.documents.dgs.ca.gov/dgs/FMC/GS/PD/DGSPD%20451.pdf>.

In the opinion of SCO, this RFQ-ITS is complete and without need of explanation. However, if you have questions, or should you need any clarifying information, please send an email to admcpu@sco.ca.gov by the Written Questions Submittal Deadline in Section I, General Information, Item B. Key Action Dates.

Please note that no verbal information given will be binding upon SCO unless such information is issued in writing through an official addendum.

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**Submit only if applicable.*

Section I. General Information

A. Description of Services

The Contractor shall provide the State Controller's Office (SCO), State Accounting and Reporting Division (SARD) with a Software-as-a-Service (SaaS) license for use of the following Workiva applications which comprise the State Controller Package for Government.

See Agreement, Exhibit A, Scope of Work (SOW) for a complete description of services.

Agreement Term

The term of this Agreement will be for three years with the options to amend to add additional funds as deemed necessary by SCO. The rates quoted on Attachment 15 Cost Worksheet will not change as a result of any amendment to this agreement. This agreement may be terminated by SCO with 30 days' written notice to the Contractor.

Contractors are cautioned that no work 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 are responsible for monitoring the Agreement cost to ensure it does not exceed the maximum amount of the Agreement without an executed amendment.

B. Key Action Dates

It must be understood that time is always of the essence, both for the RFQ-ITS submittal and for agreement completion. Bidders are advised of the key action dates and times shown below and are expected to adhere to them.

EVENT	DATE
Release of RFQ-ITS	August 18, 2026
Written Questions Submittal Deadline	August 24, 2026 2:00 PM Pacific Time (PT)
SCO Response to Written Questions	August 26, 2026
Final Date for Bid Submission*	September 1, 2026 2:00 PM PT
Evaluation of Bids**	September 2-3, 2026
Notice of Intent to Award	September 4, 2026
Anticipated Agreement Award Date	September 14, 2026
Anticipated Agreement Start Date	October 1, 2026

*Pacific Time (PT)

**Dates after Final Date for Bid 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.

C. Written Questions and Answers

1. Bidders may submit questions for clarification of the content of this RFQ-ITS to admcpu@sco.ca.gov.

2. Questions must be received by the date and time specified in Section I. General Information, Item B. Key Action Dates. Questions and answers will be provided without identifying the submitter. At the sole discretion of SCO, SCO may paraphrase questions for clarity.
3. The subject line of the email should read, ***RFQ-ITS ESAR70126Z Questions – Company Name.***
4. The Bidder must reference the section and page number about which they are inquiring.
5. Questions not submitted in writing by the date for Written Questions Submittal Deadline specified in Section I. General Information, Item B. Key Action Dates, will be answered at SCO option.
6. Questions and Answers will be issued via an addendum to this RFQ-ITS and be posted to Cal eProcure by the date specified in Section I. General Information, Item B. Key Action Dates.

D. RFQ-ITS Bid Guidelines

1. Costs incurred for developing bids, in anticipation of award of the Agreement, are entirely the responsibility of the Bidder and shall not be charged to the State of California.
2. It is the Bidder's responsibility to provide all necessary information for SCO to evaluate the Bid, verify requested information, and determine the Bidder's ability to perform the services defined in Exhibit A, Scope of Work and Exhibit B Attachment 1, Cost Worksheet.
3. Pursuant to California Public Contract Code (PCC) § 10302, it is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in [§10730 of the Business and Professions Code](#).
4. Bidders who are DGS certified California Small Businesses (SB), Micro Business (MB) and/or Disabled Veteran Business Enterprises (DVBE) must provide and include an SB/DVBE Certification with the Bid. SCO will verify that SB/DVBE certifications are valid at the time the Bid is due. In accordance with California Government Code (GC) § 14837(d) and California Military and Veterans Code § 999, all SB and DVBE contractors, subcontractors, and suppliers that bid on or participate in a State agreement, regardless of being an oral or written solicitation, shall perform a *Commercially Useful Function* (CUF).
5. The Bidder may modify a bid after its submission by withdrawing its original bid and resubmitting a new bid prior to the Final Date for Bid Submission. Contractor modifications in any other manner, oral or written, will not be considered.
6. The Bidder may withdraw its bid by submitting a written withdrawal request to admcpu@sco.ca.gov signed by the Bidder or an authorized agent. A bidder may thereafter submit a new bid prior to the Final Date for Bid Submission. Bids may not be withdrawn without cause after the Final Date for Bid Submission.
7. SCO does not accept alternate agreement language from a prospective contractor. A bid with such language will be considered a counter offer and will not be considered. The State's Terms and Conditions are not negotiable.
8. Bids should provide straightforward and concise descriptions of the Bidder's ability to satisfy the requirements of this RFQ-ITS. Omissions, inaccuracies, or misstatements will be cause for rejection of a bid.
9. SCO may modify the RFQ-ITS by issuing an addendum, prior to the Final Date for Bid Submission, which will be posted to Cal eProcure.

10. SCO reserves the right to reject all bids. SCO is not required to award an agreement.
11. This RFQ-ITS and the Contractor's bid will be made a part of the Agreement file.
12. At SCO option prior to award, bidders may be required to submit additional written clarifying information. Failure to submit the required written information as specified may be grounds for bid rejection.
13. No oral understanding or agreement shall be binding on either party.
14. Bids that contain false or misleading statements that do not support an attribute or condition claimed by the Bidder will be rejected.

E. RFQ-ITS Bid Content

In order to be responsive to this RFQ-ITS, the following **Mandatory Pass/Fail** requirements must be met. Failure to respond to and submit these items with the required information may result in disqualification.

1. Administrative Requirements

- a. Completion of all required Attachments listed on Attachment 1, Required Attachment Checklist.
- b. Attachment 2, Bidder Certification Sheet must be signed by an individual authorized to bind the business contractually and must identify the title or position that the individual holds in the business.
 - 1) By signing Attachment 2, Bidder Certification Sheet, the Bidder certifies that the firm meets all of the qualifications listed.

2. Licenses and Certifications

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

F. RFQ-ITS Bid Submission

1. Bidders must submit their bids in Portable Document Format (PDF) attached to an email to admcpu@sco.ca.gov by the date and time specified in Section I. General Information, Item B. Key Action Dates. The Bidder's submission subject line must identify the submission as RFQ-ITS ESAR70126Z.

2. Email Requirements

- a. Bidders must ensure that emails do not exceed a file size of 20 megabytes.
 - b. Bidders must ensure that emails do not contain scripts, executable files, password protections, or macros, which may make their emails undeliverable.
 - c. Do not imbed links within the PDF—all documents must be contained within the PDF. SCO cannot access links to external sources. Bids containing links to external sources will be rejected.
 - d. If the email should exceed acceptable file size, the Bidder shall split the email into multiple emails to ensure delivery.
 - e. 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.
 - f. Successful email submissions will receive an automatic reply from admcpu@sco.ca.gov. *Automatic replies only confirm receipt of emails and do not assess bidders' responsiveness to the RFQ-ITS requirements in the email content or in any attachments therein.*
 - g. **LATE BID SUBMISSIONS WILL NOT BE ACCEPTED—NO EXCEPTIONS.**
3. Bids shall provide straightforward and concise descriptions of the Bidder's ability to satisfy the requirements of this RFQ-ITS. The Bid must be complete and accurate. Omissions, inaccuracies, or misstatements will be sufficient causes for rejection of the Bid.
 4. If the Bid is made under a fictitious name or business title, the actual legal name of the Bidder must be provided.
 5. All bids shall include the documents identified on Attachment 1, Required Attachment Checklist. All attachments must include the information stated, and as instructed on each of the attachments (if applicable). Bids not including the proper required attachments shall be deemed nonresponsive. A nonresponsive bid is one that does not meet the Bid requirements.
 6. Bids must be submitted for the performance of all services described herein. Any deviation from the work specifications will not be considered and the Bid will be rejected.
 7. A bid may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. SCO may reject any or all bids and may waive any immaterial deviation in a bid. SCO waiver of an immaterial deviation shall in no way modify the RFQ-ITS document or excuse the Bidder from full compliance with all requirements if awarded the Agreement.
 8. All documents contained in the Bid requiring a signature must bear the original signature of a person authorized to bind the Bidder's firm contractually.
 9. An error in the Bid may cause the rejection of the Bid; however, SCO may correct obvious calculation errors at its sole option. If corrected, the Bidder will be provided the correction for validation.

G. Participation, Preference and Incentive Programs

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

A Small Business (SB)/Microbusiness (MB) and 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. Pacific Time (PT) on the Final Date for Bid 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/Services/Page-Content/Procurement-Division-Services-List-Folder/Apply-for-or-Re-apply-as-Small-Business-Disabled-Veteran-Business-Enterprise?search=Certify%20as%20a%20Small%20business>.

In compliance with GC § 14837 and Military & Veterans Code (M&VC) § 999, certified SB/MB and DVBE contractors must perform a commercially useful function (CUF). A Contractor, subcontractor, or supplier is not considered to perform a CUF if their role is limited to that of an extra participant through which funds are passed in order to obtain the appearance of participation.

At SCO's option, Bidders may be required to submit additional written clarifying information regarding CUF. Failure to submit the requested written information, as specified, may be grounds for rejection of the bid.

1. Disabled Veteran Business Enterprise Program

- 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 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 RFQ-ITS Submission and OSDS must be able to approve the application as submitted.
- c. Failure to submit a completed Attachment 5, Bidder Declaration (Written) (GSPD-05-105) and Attachment 9, Disabled Veteran Business Enterprise Declarations (DGS PD 843), to show the Bidder's compliance with the three percent DVBE participation goal, may result in rejection of the Bid. Final determination of a bidder's DVBE participation shall be at the sole discretion of SCO.

2. Disabled Veteran Business Enterprise Incentive

- a. 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 Bid, not to exceed five percent. The DVBE Incentive is for bid computation purposes only and is only applied to responsive bids from responsible bidders proposing DVBE participation.
- b. Information and instructions on the DVBE Incentive are found at: <https://www.dgs.ca.gov/-/media/Divisions/PD/OSDS/Certification/DVBE/DVBEProgramRequirements.pdf?la=en&hash=FBCA257A3ED083F3DBB85ECEEB37013CBCF0545C>.
- c. The incentive shall be applied as follows:

Confirmed DVBE participation of:	Incentive Applied
5.0% or more	5%
4.0% to 4.99%	4%
3.0% to 3.99%	3%
2.0% to 2.99%	2%
1.0% to 1.99%	1%

- d. The incentive is subject to a minimum of one percent and a maximum of five percent of the available cost. Bids with DVBE participation of more than five percent will be calculated with a five percent incentive.
- e. The DVBE Incentive is computed from the lowest responsive and responsible bid price.
- f. The required list of California certified DVBE 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.
- g. The Bidder must submit Attachment 6, Disabled Veterans Business Enterprise (DVBE) Declarations (DGS PD 843), signed by the DVBE owner/manager.
- h. When 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 Contractor's Certification - DVBE Subcontractor Report](#) (STD 817).

3. Small Business Preference Program

- a. Current law encourages state departments to first consider a 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. § 14835, et seq., of the California GC requires that a five percent preference be given to bidders who certify as a SB/MB. The rules and regulations of this law are contained in Title 2, California Code of Regulations, § 1896, et seq. A copy of the regulation is available upon request.
- c. The SB/MB Preference may not exceed \$50,000 for any bid. This preference cost adjustment is for bid evaluation purposes only and does not alter the actual cost offered by the Bidder.

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 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 Agreement as defined in GC § 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.
- 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. The awarded contractor shall complete and submit a biannual Prime Contractor's Certification – Small Business Subcontractor Report on SB subcontractor utilization to the SCO Contract Manager. At a minimum, the report includes the amount paid to each SB Subcontractor for the reporting period.

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 Contract Preference Act (TACPA)

- a. This RFQ-ITS provides for the optional Target Area Contract Preference Act (TACPA) preference. Bidders are not required to apply for this preference. Denial of the TACPA preference request is not a basis for rejection of the response.
- b. A preference will be granted to California-based bidders in accordance with GC § 4530 et seq. whenever an agreement for goods and/or services are in excess of \$100,000 and the Bidder meets certain requirements as defined in the California Code (Title 2, § 1896.30) regarding labor needed to produce the goods or provide the services being procured.
- c. Bidders must apply to be eligible for the TACPA preference, but application is not required to participate in this solicitation. Bidders are alerted that proposed Worksite and Workforce obligations for TACPA preferences must be met during the agreement period if preferences are granted, regardless of preference amount needed to win an agreement award. SCO will take appropriate corrective action to apply sanctions as necessary to enforce performance programs.
- d. Bidders wishing to take advantage of this preference will need to review the following website and submit the appropriate response with the RFQ-ITS: <https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Request-Target-Area-Contract-Preference?search=TACPA>
- e. Bidders desiring to claim TACPA preferences must submit a fully executed copy of the Standard Form 830, Bidder's Summary form 526, and Manufacturer's Summary form 525 (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)
- f. 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 bidders, manufacturers, subcontractors, and any other sources available at time of response evaluation. Bidder'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.
- g. Bidders are advised that TACPA workforce preferences between five (5) and nine (9) percent are based on the Bidders 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.*
- h. If responding by group, bidders may need to complete and submit separate forms for each group for which the preference is being requested.
- i. The DGS-PD, Support Services Unit (SSU) will process all TACPA site evaluations utilizing an integrated map located at the following link: <http://tacpa.dgs.ca.gov>

- j. Any questions regarding the TACPA preference should be directed to TACPA@dgs.ca.gov.

H. Award

1. Award of contract, if made, will be in accordance with the RFQ information on Evaluation to a responsible bidder whose bid complies with all the requirements of the RFQ documents and an addenda thereto, except for such immaterial defects as may be waived by the State. Award, if made, will be made within forty-five (45) days after the scheduled date for Contract Award as specified in the RFQ; however, a bidder may extend the offer beyond 45 days in the event of a delay of contract award.
2. The State reserves the right to determine the successful bidder(s) either on the basis of individual items or on the basis of all items included in its RFQ, unless otherwise expressly provided in the State's RFQ. Unless the bidder specifies otherwise in its bid, the State may accept any item or group of items of any bid. The State reserves the right to modify or cancel in whole or in part its RFQ.
3. Written notification of the State's intent to award will be made to all bidders. If a bidder, having submitted a bid, can show that its bid, instead of the bid selected by the State, should be selected for contract award, the bidder will be allowed five (5) working days to submit a Notice of Intent to Protest, according to the instructions contained in the paragraph titled "Protests" of this RFQ.
4. Notice of the proposed award shall be posted for five working days prior to awarding the Agreement in a public place at SCO, 300 Capitol Mall, 15th Floor, Sacramento, CA 95814, and on the Small Business and Disabled Veteran Business Enterprises Advocate and Liaison page on SCO Website under *Notice of Intent to Award Agreement* at: [Small Business and Disabled Veteran Business Enterprises Advocate and Liaison](#)

I. Protest

1. Any bidder's issues regarding solicitation requirements must be resolved (or attempts to resolve them must have been made) before a protest may be submitted according to the procedure below. These issues will first be resolved by the contact for the solicitation or if they result in a protest, the protest will be submitted to DGS Procurement Division Deputy Director to hear and resolve issues and whose decision will be final.
2. If a bidder has submitted a bid which it believes to be responsive to the requirements of the RFQ and to be the bid that should have been selected according to the evaluation procedures in the solicitation and the bidder believes the State has incorrectly selected another bidder for award, the bidder may submit a protest of the selection as described below. Protests regarding selection of the "successful bidder" will be heard and resolved by the Victim Compensation and Government Claims Board whose decision will be final.
3. All protests of award must be made in writing, signed by an individual authorized to bind the bidder contractually and financially, and contain a statement of the reason(s) for protest; citing the law, rule, regulation or procedure on which the protest is based. The protester must provide facts and evidence to support the claim. Protests must be mailed or delivered to:

Street and Mailing Address:

Deputy Director
Procurement Division
707 Third Street, Second Floor South
West Sacramento, CA 95605
Facsimile No.: (916) 375-4611

4. All protests to the RFQ or protests concerning the evaluation, recommendation, or other aspects of the selection process must be received by DGS Procurement Division Deputy Director as promptly as possible, but not later than the date indicated in the Notification of Intent to Award. Certified or registered mail must be used unless delivered in person, in which case the protester should obtain a receipt of delivery.
5. If any bidder, prior to the award of the Agreement, files a written protest with SCO and the DGS, Office of Legal Services (OLS), 707 Third Street, 7th Floor, Suite 7-330, West Sacramento, CA 95605, on the grounds that the (protesting) Bidder is the lowest responsive responsible bidder, the Agreement shall not be awarded until either the protest has been withdrawn or DGS has decided the matter.
6. Within five days after filing the protest, the protesting bidder shall file with DGS/OLS and SCO, a detailed written statement specifying the grounds for the protest. The written protest must be sent to DGS/OLS, 707 Third Street, 7th Floor, Suite 7-330, West Sacramento, CA 95605. A copy of the detailed written statement must be emailed to SCO at: admcpu@sco.ca.gov, Attention: SCO Contracts and Procurement Office.

SECTION II. EVALUATION INFORMATION

A. Evaluation Process

Each bid will be checked for the presence of required information in conformance with the submission requirements of this RFQ-ITS. SCO evaluation team will evaluate each bid to determine its responsiveness to the requirements. The Bid must meet all of the evaluation criteria identified in Section II. Evaluation Information, Item B. Evaluation Criteria. If a bid is missing required information, it may be deemed not responsive and subject to disqualification. Further review is subject to SCO discretion.

Award of an agreement resulting from this RFQ-ITS will be to the responsive, responsible bidder with the lowest cost after application of any preference requirements or incentives as applicable.

B. Evaluation Criteria

The overall responsiveness of each bid is based on the complete bid from the Bidder to the RFQ-ITS requirements. The following four subsections and criteria will be reviewed by the SCO evaluation team:

1. Administrative Requirements (Pass/Fail)

Bids will first be reviewed for responsiveness to the Administrative Requirements identified in Section II. Evaluation Information, Item C. Scoring, to include all required attachments listed on Attachment 1, Required Attachment Checklist. If a bid is missing information required in the Administrative Requirements, it may be deemed nonresponsive and will therefore be ineligible for further consideration.

2. Cost

Completion of Attachment 15, Cost Worksheet.

Cost Worksheets will be reviewed to verify mathematical accuracy and determine if there are any deviations in the Bid. If a deviation is material, it may be cause for rejection. Immaterial deviations will be processed as if no deviation had occurred. Cost Worksheets shall be evaluated and scored based on the total cost.

3. Participation, Preference, and Incentive Programs, as applicable

C. Scoring

Each bid will be evaluated in accordance with this section. This agreement will be awarded to the responsive and responsible bid with the lowest cost.

D. Tie Break Process

In the event of a precise tie, if GC § 14838(f) does not apply to the Bidders, a witnessed coin toss will be conducted by the Procurement Official. If a coin toss is needed, the Procurement Official will schedule and arrange for the coin toss and non-partisan witnesses, subsequently notifying the participating bidders of the outcome of the coin toss.

E. 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 bidder's disqualification.

Attachment 1
REQUIRED ATTACHMENT CHECKLIST

Bidder's Name: _____

(Please print clearly or type)

A complete bid will consist of the required items identified below. Please initial in the "Submitted to SCO" next to each item that you are submitting to SCO. For your bid to be responsive, all required attachments must be returned. Further review is subject to SCO discretion. This checklist must be signed and returned with your bid package.

Requirement	Description	Submitted to SCO
Attachment 1	Required Attachment Checklist	
Attachment 2	Bidder Certification Sheet Completion Instructions For Bidder Certification Sheet	
Attachment 3	Contractor Point of Contact	
Attachment 4	Payee Data Record (STD 204) and Payee Data Record Supplement (STD 205)*	
Attachment 5	Bidder Declaration (Written) (GSPD-05-105)	
Attachment 6	California Disabled Veteran Business Enterprise (DVBE) Declarations (DGS PD 843)*	
Attachment 7	Secretary of State Certification Status	
Attachment 8	Target Area Contract Preference Act (TACPA) Preference Request for Goods and Services Solicitations (STD 830)*	
Attachment 9	Bidder's Summary of Contract Activities and Labor Hours (DGS PD 526)*	
Attachment 10	Generative Artificial Intelligence (GenAI) Disclosure	
Attachment 11	Bidding Preferences and Incentives	
Attachment 12	Acknowledgement of Agreement Exhibits and Policies	
Attachment 13	California Civil Rights Laws Certification	
Attachment 14	Contractor/Consultant Confidentiality and Non-Disclosure Acknowledgement (ISO-004b)	
Attachment 15	Contractor/Consultant Organization Information Security Agreement (ISO-004c)	
Attachment 16	Cost Worksheet	
Additional Requirement	California Certified Small/Micro Business and/or DVBE Certification*	
Additional Requirement	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.	

* Submit only if applicable.

Authorized Signature and Title

Date

Attachment 2
BIDDER CERTIFICATION SHEET

Bidder's Name: _____

(Please print clearly or type)

Complete and return this attachment with the Bid package. An individual who is authorized to bind the bidding firm contractually shall sign the RFQ-ITS Attachment 2, Bidder Certification Sheet. The signature must indicate the title or position that the individual holds in the firm. The Bidder certifies the following:

1. Our all-inclusive cost is submitted as detailed in Attachment 15, Cost Worksheet and all required attachments are included with this certification sheet.
2. The signature affixed hereon and dated certifies compliance with all the requirements of this bid document. The signature below authorizes the verification of this certification. **An unsigned bidder certification sheet may be cause for rejection.**

1. Company Name	2. Telephone Number ()	2a. Fax Number ()
3. Address		
Indicate your organization type: 4. ☐ Sole Proprietorship 5. ☐ Partnership 6. ☐ 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. Bidder's Name (Print)	11. Title	
12. Signature	13. Date	
14. Are you certified with the Department of General Services (DGS), Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS) as: a. California Small Business Yes ☐ No ☐ If yes, enter certification number: _____ b. Disabled Veteran Business Enterprise Yes ☐ No ☐ If yes, enter your certification number below: _____ NOTE: A copy of your Certification is required to be included if either of the above items is checked Yes. Date application was submitted to OSDS, if an application is pending: _____		

COMPLETION INSTRUCTIONS FOR BIDDER CERTIFICATION SHEET

Complete the numbered items on the Bidder Certification Sheet by following the instructions below.

Item Numbers	Instructions
1, 2, 2a, 3	Must be completed. These items are self-explanatory.
4	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
5	Check if your firm is an LLC (Limited Liability Company) or partnership. An LLC is a type of business structure that protects its owners from personal risk while offering the flexibility of a small business and the tax advantages of a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
6	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
7	Enter your federal employee tax identification number.
8	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
9	Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured.
10, 11, 12, 13	Must be completed. These items are self-explanatory.
14	If certified as a California SB, place a check in the "Yes" box, and enter your certification number on the line. If certified as a DVBE, place a check in the "Yes" box and enter your service code 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

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

Complete and return this attachment with the Bid.

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

Attachment 4
PAYEE DATA RECORD (STD 204) AND PAYEE DATA RECORD SUPPLEMENT (STD 205)*

<https://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 5
BIDDER DECLARATION (Written) (GSPD-05-105)

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

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

Attachment 6
California Disabled Veteran Business Enterprise (DVBE) Declarations (DGS PD 843) *

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

Attachment 7
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 8
**Target Area Contract Preference Act (TACPA) Preference
Request for Goods and Services (STD 830)***

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

Attachment 9
Bidder's Summary of Contract Activities and Labor Hours (DGS PD 526)*

<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 admcpu@sco.ca.gov if you are unable to access the provided links. ***Attachments 4 – 6 must be submitted with the RFQ-ITS.***

*Submit only if applicable.

Attachment 10
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.

Bidders 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 Bidder 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.

Bidder 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 Bidder: _____

Signature and Date: _____

Attachment 11
BIDDING PREFERENCES AND INCENTIVES

1. SMALL BUSINESS PREFERENCE:

Bidder must check the appropriate box from the choices below.

- ☐ I am a DGS certified Small Business and claim the Small Business Preference.

My DGS Small Business certification number is: _____

Expiration Date: _____

- ☐ I am not a DGS certified Small Business, but 25% or more of the revenue from the award will go to DGS certified Small Business subcontractors performing a *Commercially Useful Function* and therefore I am claiming the preference.

Bidder must complete and submit Attachment 5: Bidder Declaration (Written) (GSPD-05-105), indicating the percentage of the revenue that will be received by each DGS certified Small Business subcontractor.

- ☐ I am not claiming the DGS Small Business Preference.

2. DVBE INCENTIVE:

Bidder must check the appropriate box from the choices below.

- ☐ I am a DGS certified DVBE. A copy of my DGS PD 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.

Bidder must submit a complete Attachment 5: Bidder Declaration (Written) (GSPD-05-105), indicating the percentage of the revenue that will be received by each DGS certified DVBE subcontractor. Bidder must also submit an Attachment 7, DGS PD 843 DVBE Declarations, for each DVBE subcontractor, signed by the DVBE owner/manager.

- ☐ I am not claiming the DVBE incentive.

3. TARGET AREA CONTRACT PREFERENCE ACT (TACPA)

- ☐ I am claiming the TACPA bidding preference.

Bidder must submit Attachment 8 Target Area Contract Preference Act (TACPA) STD 830 and Attachment 9 Bidder's Summary of Contract Activities and Labor Hours (DGS PD 526).

- ☐ I am not claiming the TACPA bidding preference.

Name of Bidder: _____

Signature and Date: _____

ATTACHMENT 12
ACKNOWLEDGEMENT OF AGREEMENT EXHIBITS AND POLICIES

Bidder's Name: _____

(Please print clearly or type)

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

Exhibit Name
Exhibit A – Scope of Work
Exhibit B – Budget Detail and Payment Provisions
Exhibit B – Attachment 1, Cost Worksheet. Note: Attachment 16, Cost Worksheet to be inserted upon agreement award
Exhibit C, Information Technology General Provisions Cloud Computing Services DGS PD 402-ITGP Cloud (Revised 2/20/2025) https://www.dgs.ca.gov/-/media/Divisions/PD/Acquisitions/Solicitation-Documents/Attachments/IT-General-Provisions-Cloud-DGS-PD-402ITGP-Revised-02202025.pdf

The Bidder acknowledges their ability to meet the following as required in Exhibit A, Scope of Work:

I certify that we have received, reviewed, and accepted all requirements in this RFQ-ITS, Agreement and Exhibits and can meet the insurance and background check requirements.

Authorized Signature

Date

Name of Contractor Firm

Name and Title (Please Print)

Attachment 13
CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION (DGS OLS 04)

Pursuant to Public Contract Code § 2010, if a bidder or bidder executes or renews agreement contract over \$100,000 on or after January 1, 2017, the Bidder hereby certifies compliance with the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts over \$100,000 executed or renewed after January 1, 2017, the Contractor certifies compliance with the Unruh Civil Rights Act (§ 51 of the Civil Code) and the Fair Employment and Housing Act (§12960 of the GC); and
2. EMPLOYER DISCRIMINATORY POLICIES: For contracts over \$100,000 executed or renewed after January 1, 2017, if a contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (§ 51 of the Civil Code) or the Fair Employment and Housing Act (§ 12960 of the GC).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct. <i>Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County and State of</i>	

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

State of California—Controller's Office

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

Contractor / Consultant Organization Name

Street Address

City

State

Zip Code

Organization Contact Name

Title

Work Phone

Work Email

Section 2 — SCO Contract / Agreement Administrator Information

SCO Division

SCO Contract / Agreement Administrator Name

Title

Work Phone

Work Email Address

Section 3 — SCO Information Security Terms And Conditions

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

General Terms and Conditions:

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

Contractor / Consultant Organization Responsibilities

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

3. The organization shall ensure that only SCO authorized organization employees or agents utilize SCO information assets. The organization is solely responsible for ensuring that authorized employees or agents are not security risks, and upon the SCO's request, the organization will provide the SCO with any information reasonably necessary for SCO to evaluate security issues relating to any authorized employee or agent;
4. The organization shall ensure that all authorized organization employees or agents understand and adhere to SCO administrative policy and information security standards;
5. The organization shall immediately notify the SCO of any changes or withdrawals of their employees or agents authorized by the SCO to access or utilize SCO information assets;
6. The organization shall ensure that SCO authorized organization employees or agents take all reasonable and appropriate measures to protect the confidentiality, integrity, and availability of SCO information classified as confidential or sensitive, or as requiring protection by state or federal statute;
7. The organization shall ensure that SCO authorized organization employees or agents take all reasonable and appropriate measures to protect the confidentiality, integrity and availability of SCO data processing resources, specifically:
 - a. 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;
 - b. 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;
 - c. 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;
 - d. 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;
 - e. 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,
 - f. All organization data processing resources (e.g., PCs, notebooks, laptops, servers, USB and flash drives, etc.) and other equipment (e.g., cellular phones, personal digital assistants [PDAs], audio or image recorders, etc.) brought into SCO owned or leased facilities by the organization and its employees or agents must be approved by SCO Information Systems Division management and/or the SCO Chief Information Security Officer (CISO) or CISO designee. All organization data processing resources and other equipment must meet SCO information technology and information security acceptable use standards. The use of all organization data processing resources and other equipment must comply with SCO Information Security Standards. No organization data processing resources shall be connected to any SCO network or network resource.
8. 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:
 - a. 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;
 - b. Possible acquisition of notice-triggering personal information by unauthorized persons, as defined in California Civil Code 1798.29;
 - c. 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.
 - d. 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;

Attachment 15

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

Section 4 — Payment of Costs

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

Section 5 — Disclaimer or Warranties

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

Section 6 — Limitation of Liability

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

Section 7 — Term, Termination and Survival

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

Section 8 — Term, Termination and Survival

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

Section 9 — Organization Acknowledgement

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

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

Approval Signatures

Legal Signature	Date
Return completed agreement with original signature to the SCO Information Security Office: Attn: Daniel Pere Chief Information Security Officer 300 Capitol Mall, Suite 604 Sacramento, CA 95814 One copy of this agreement should be retained by the responsible SCO Business Division Manager. One copy of this agreement should be submitted to SCO Contracts and Procurement: Attn: Sandra Phillimeano 300 Capitol Mall, Suite 1500 Sacramento, CA 95814	

**Attachment 16
COST WORKSHEET**

The quantities of services listed below are only estimates. SCO does not expressly or by implication agree that the actual number of services will be guaranteed and reserves the right to omit portions of the services as may be deemed necessary. However, the actual costs below by the Contractor shall be binding on the Contractor for the term of this agreement. Any amendments to the Agreement will adhere to these amounts.

Year 1 – Term Date: 10/1/2026 – 9/30/2027					
Line #	Product ID	QTY	Item Description	Unit Price	Extended Price
1	WK-GWDATA-01	1	SLED Financial Reporting Advanced - Over \$2B Total Budget	\$	\$
2	WK-S-PP3	1	SLED Policies & Procedures Solution - Over \$2B Total Budget	\$	\$
3	WK-S-MRS3	1	SLED Management Reporting Suite - Over \$2B Total Budget	\$	\$
4	WK-S-CME3	1	Controls Management Essentials	\$	\$
Year 1 Total Cost:					\$
Year 2 – Term Date: 10/1/2027 – 9/30/2028					
Line #	Product ID	QTY	Item Description	Unit Price	Extended Price
1	WK-GWDATA-01	1	SLED Financial Reporting Advanced - Over \$2B Total Budget	\$	\$
2	WK-S-PP3	1	SLED Policies & Procedures Solution - Over \$2B Total Budget	\$	\$
3	WK-S-MRS3	1	SLED Management Reporting Suite - Over \$2B Total Budget	\$	\$
4	WK-S-CME3	1	Controls Management Essentials	\$	\$
Year 2 Total Cost:					\$

Year 3 – Term Date: 10/1/2028 – 9/30/2029					
Line #	Product ID	QTY	Item Description	Unit Price	Extended Price
1	WK-GWDATA-01	1	SLED Financial Reporting Advanced - Over \$2B Total Budget	\$	\$
2	WK-S-PP3	1	SLED Policies & Procedures Solution - Over \$2B Total Budget	\$	\$
3	WK-S-MRS3	1	SLED Management Reporting Suite - Over \$2B Total Budget	\$	\$
4	WK-S-CME3	1	Controls Management Essentials	\$	\$
Year 3 Total Cost:					\$
Agreement Total					\$