



MALIA M. COHEN
CALIFORNIA STATE CONTROLLER

August 21, 2026

**REQUEST FOR PROPOSAL (RFP) (Secondary) NUMBER EAUF90126
Auditing Services**

Notice to Prospective Proposers

You are invited to review and respond to this Request for Proposal (RFP) Number EAUF90126. 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://www.caleprocure.ca.gov> 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 (GTC 02/2025) and Contractor Certification Clauses (CCC 04/2017) that may be viewed and downloaded at Internet site <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>. If you do not have Internet access, a hard copy can be provided.

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

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

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- Exhibit A, Attachment 2 – Deliverable Expectation Document (DED) Form (Sample)

Exhibit A, Attachment 3 – Deliverable Acceptance Document (DAD) Form (Sample)
Exhibit A, Attachment 4 – Personnel Change Order Request Form
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Exhibit A, Attachment 6 – Audit Staff Minimum Qualifications Workbook
Exhibit A, Attachment 7 – Prime Contractor Certification – SB 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

These documents are not required with the Proposal package but are required upon award of the Agreement.

*Submit only if applicable.

**Incorporated by reference only.

A. Purpose and Description of Services

The State Controller's Office (SCO), Division of Audits, is seeking to establish a contract with a qualified Certified Public Accounting (CPA) firm to support the execution of high-profile, sensitive audits, and reviews. These audits and reviews are critical to ensuring accountability, transparency, and integrity in the use of public funds across state and local programs.

The selected firms must demonstrate substantial experience in:

- Local education agency financial, compliance, and performance audits/reviews
- Government performance, compliance, and operational audits/reviews
- Local government and special district financial and performance audits/reviews
- Other expedited, sensitive, high-impact state and local government performance audits/reviews

Depending on the engagement model, deliverables may include:

- Audit plans and risk assessments
- Workpapers and supporting documentation
- Status reports and briefings
- Draft and final audit reports
- Findings with actionable recommendations
- Data analysis outputs and summaries
- All deliverables must meet SCO standards and Government Auditing Standards, as applicable
- Governance and quality assurance
- SCO will conduct ongoing working paper reviews of engagement as it progresses.
- CPA firms must maintain independence and objectivity
- Use of TeamMate+ Electronic working paper software
- Confidentiality of sensitive data must be strictly maintained

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

1. Background

SCO conducts a wide range of financial and performance audits across California's public sector. Due to increasing audit demand, complexity of programs, and the need for timely delivery of high-impact reports, SCO requires supplemental audit resources.

This RFP establishes the framework for an agreement with a CPA firm to provide services in two primary capacities:

- a. Staff Augmentation under SCO direction
- b. Independent Audit Execution under SCO oversight

2. Agreement Term

The term of this Agreement shall be for three years, with the option to execute one two-year extension. The rates in Attachment 23, Cost Worksheet will not increase as a result of any amendment to this agreement. This agreement may be terminated by SCO with a 30-day written notice to the Contractor or by either party with a 30-day written notice.

Contractors are cautioned that no work will begin until the Agreement has been fully executed. If work is performed prior to agreement approval, and the Agreement for any reason is not approved, all

previous work performed by the Contractor is considered donated to SCO and no payment shall be made for that work.

3. Agreement Amount

The Contractor and the 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.

The budget for the initial three-year agreement term and optional two-year extension is \$10,000,000.00.

B. Minimum Qualifications

Proposers must meet all the following Minimum Qualifications (MQ) and submit the required attachments and any documents (i.e., organizational charts, resumes, licenses, and degrees, etc.) that clearly explain and substantiate how the 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 MQs and does not submit the required documents may be considered non-responsive and may be disqualified.

1. Proposer Firm Minimum Qualifications

The Proposer Firm (Proposer) is expected to have a proven record of success providing Auditing 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 19, Proposer Firm Qualifications (FQs) Workbook, to confirm that the Proposer experience meets all the qualifications indicated below.

- a. The Proposer must be licensed as an active Certified Public Accounting (CPA) firm in good standing. Proposer must submit a copy of its CPA certificate of license.
- b. The Proposer must have at least five years' experience, within the last eight years, performing audit services described within this RFP and the Standard Agreement, Exhibit A, Scope of Work.
- c. The Proposer must have a minimum of five years' experience conducting State government, local government, special districts, or local education agency audits, preferably in California or similar regulatory environments, in accordance with Generally Accepted Government Auditing Standards (GAGAS) or Yellow Book. Qualifying experience may be comprised of:
 - 1) GAGAS/Yellow Book
 - 2) California public sector audits
 - 3) Local education agency and local government financial, compliance, and performance audits
 - 4) Proven ability to conduct performance audits and complex data analysis
 - 5) Experience working with large datasets and public program payment systems
 - 6) Strong quality control system and peer review processes
- d. The Proposer must have completed a peer review within the last three years with a rating of "pass" (or equivalent). The Proposer must submit a copy of the peer review report and any related management letter, if applicable.

2. Key Staff Minimum Qualifications

The Proposer must identify one Engagement Partner / Project Director and three Audit Managers who will be assigned to perform services for this agreement, including subcontractor staff (if applicable). The Proposer must complete Attachment 20, Key Staff Qualifications for all proposed key staff and provide resumes, degrees, valid licenses and/or valid certifications (if applicable) for all proposed key staff to validate staff qualifications. Each key staff must meet the specified qualifications listed in its category.

a. Key Staff Category 1 – Engagement Partner / Project Director

- 1) Must have a minimum 10 years of audit experience in State government, local government, special districts, or local education agency audits, preferably in California or similar regulatory environments
- 2) Must have at least five years' experience managing audit teams conducting performance and financial audits of complex public programs in accordance with GAGAS
- 3) Must have an active CPA License. Must submit a copy of the active CPA License with the proposal
- 4) Must have a bachelor's degree in accounting, finance, or business. Must submit a copy of the degree/diploma.

b. Key Staff Category 2 – Audit Manager

- 1) Must have a minimum of seven years' audit experience in State government, local government, special districts, or local education agency audits, preferably in California or similar regulatory environments
- 2) Must have a minimum of five years' experience supervising audit teams conducting performance and financial audits of complex public programs in accordance with GAGAS
- 3) Must have an active CPA License. Must submit a copy of the license or certification with the proposal
- 4) Must have a bachelor's degree in accounting, finance, or business. Must submit a copy of the degree/diploma.

3. Background Check

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

- If proposed key staff are located in the Sacramento area, they must be fingerprinted at SCO.
- If proposed key staff are located outside the Sacramento area, but in California, they may go to a Live Scan location of their choosing.
- If proposed key staff are located 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 execution of the Agreement. If a Contractor's proposed key staff does not pass the Live Scan background check process, the Contractor must replace the offered individual with a new candidate within seven business days that meets or exceeds all requirements stated in Section B, Minimum Qualifications, Item 2, Key Staff Minimum Qualifications. At SCO discretion, SCO may cancel 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 Proposer 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	August 21, 2026
Written Questions Submittal Deadline	August 28, 2026, prior to 5:00 p.m. PT*
Written Questions & Answers Released	September 11 by 5:00 p.m. PT*
Final Date for Proposal Submission	September 25, 2026, prior to 2:00 p.m. PT*
Evaluation of Proposals**	September 25 through October 7, 2026
Interviews	October 8 through October 14, 2026
Notice of Intent to Award	October 14, 2026
Proposed Award Date	October 22, 2026
Agreement Begins	December 1, 2026, or upon DGS approval, whichever is later

*Pacific Time (PT)

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

2. Written Questions & Answers

- a. Proposers may submit questions for clarification of the content of this RFP to SCObids@sco.ca.gov. Questions 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.
- 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 bid 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 Non-IT Services General Terms and Conditions (GTC 02/2025) are not negotiable.
- c. The subject line of the email should read, **RFP EAUF90126 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 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 the items described below. Technical Proposal includes all the following items:

a. Attachment 1, Required Attachment Checklist

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

b. Proposer Firm Desirable Qualifications (FDQ)

The Proposer must complete Attachment 19, Proposer Firm Qualifications, FDQ tab to qualify for additional points.

- 1) The Proposer has more than five years' experience conducting State government, local government, special districts, or local education agency audits, preferably in California or similar regulatory environments, in accordance with Generally Accepted Government Auditing Standards (GAGAS) or Yellow Book.

Points will be awarded for each qualifying year of experience beyond five years as follows:

Number of Years' Experience	Possible Points
5.1 Years to 6 Years	5 Points
6.1. Years to 7 Years	6 Points
7.1 Years to 8 Years	7 Points
8.1 Years to 9 Years	8 Points
9.1 Years to 9.9 Years	9 Points
10 Years or More	10 Points

- 2) The Proposer has at least one year of experience with auditing large payment datasets [e.g., Medi-Cal, Supplemental Nutrition Assistance Program (SNAP)/CalFresh/Women, Infants, and Children (WIC)].

Points will be awarded for each qualifying year of experience as follows:

Number of Years' Experience	Possible Points
1 Year to 3 Years	2 Points
3.1. Years to 6 Years	4 Points
6.1 Years to 9 Years	6 Points
9.1 Years or more	8 Points

- 3) The Proposer has at least one year of experience using analytics tools such as Arbutus, Interactive Data Extraction and Analysis (IDEA), Structured Query Language (SQL), Python, etc. for large datasets.

Points will be awarded for each qualifying year of experience as follows:

Number of Years' Experience	Possible Points
1 Year to 3 Years	2 Points
3.1. Years to 6 Years	4 Points
6.1 Years to 9 Years	6 Points
9.1 Years or more	8 Points

- 4) The Proposer has at least one year of fraud detection or forensic audit experience.

Points will be awarded for each qualifying year of experience as follows:

Number of Years' Experience	Possible Points
1 Year to 3 Years	2 Points
3.1. Years to 6 Years	4 Points
6.1 Years to 9 Years	6 Points
9.1 Years or more	8 Points

c. Key Staff Desirable Qualifications (KSDQ)

The Proposer must complete Attachment 20, Key Staff Qualifications, KSDQ tab to qualify for additional points.

- 1) Key staff has experience conducting State government, local government, special districts, and/or local education agency audits, preferably in California or similar regulatory environments, in accordance with Generally Accepted Government Auditing Standards (GAGAS) or Yellow Book.

Points will be awarded to each key staff for each qualifying year of experience as follows:

Number of Years' Experience	Possible Points
5.1 Years to 6 Years	3 Points
6.1. Years to 7 Years	4 Points
7.1 Years to 8 Years	5 Points
8.1 Years to 9 Years	6 Points
9.1 Years to 9.9 Years	7 Points
10 Years or More	8 Points

- 2) Key staff has at least one year experience with auditing large payment datasets (e.g., Medi-Cal, SNAP/CalFresh/WIC).

Points will be awarded to each key staff for each qualifying year of experience as follows:

Number of Years' Experience	Possible Points
1 Year to 3 Years	2 Points
3.1. Years to 6 Years	3 Points
6.1 Years to 9 Years	4 Points
9.1 Years or more	6 Points

- 3) Key staff member has at least one year of experience using analytics tools such as Arbutus, IDEA, SQL, Python, etc. for large datasets.

Points will be awarded to each key staff for each qualifying year of experience as follows:

Number of Years' Experience	Possible Points
1 Year to 3 Years	2 Points
3.1. Years to 6 Years	3 Points
6.1 Years to 9 Years	4 Points
9.1 Years or more	6 Points

- 4) Key staff member has at least one year of fraud detection or forensic audit experience.

Points will be awarded to each key staff for each qualifying year of experience as follows:

Number of Years' Experience	Possible Points
1 Year to 3 Years	2 Points
3.1. Years to 6 Years	3 Points
6.1 Years to 9 Years	4 Points
9.1 Years or more	5 Points

- 5) Key staff member possesses a Certified Internal Auditor (CIA), Certified Fraud Examiner (CFE), or Certified Information Systems Auditor (CISA) License.

Points will be awarded to each key staff that possesses a qualified license. Max possible points awarded for this KSDQ will be five regardless of how many qualifying licenses that a key staff may possess.

Description	Possible Points
Yes (Must submit a copy of the CIA, CFE, or CISA license)	5 Points

d. Proposer Guarantee

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

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

e. Firm's Organizational and Operational Background

1) Organizational Structure

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

2) Operational Background

- i. Describe the usual process for **interface with the client** and the **communication plan** for completing the tasks and deliverables under this agreement including:
 - The firm's chain of command
 - Who is the individual with overall responsibility for the firm's operations?
 - What will be the role of each proposed key staff member?
 - What will be the role of the audit staff?
 - What will be the role of the support staff?
- ii. Identify subcontractor's (if applicable). Include qualifications, reporting responsibility of each firm and/or person assigned to each task and method of monitoring performance.
- iii. List the number of years the firm has provided auditing services.

f. Include two Sample Audit Reports relevant to RFP Section B, 1 – Proposer Firm Minimum Qualifications, Item c.

- i. One Performance Audit Sample
- ii. One Financial Audit Sample

g. Understanding and Approach

The Proposer shall provide 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 plan of how audit services will be provided shall include:

- 1) List standard services provided in a typical auditing 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.

h. Proposer Firm References

- 1) The Proposer shall provide **three** current references for similar type of services performed within the last five years on Attachment 20, Proposer References. **Attachment 21, Proposer Firm References must be completed in its entirety.** At least one 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. References will be scored based on the accumulative average score provided by the three references listed on Attachment 21, Proposer Firm References.

i. Key Staff References

- 1) The Proposer shall provide **three** current references for each of the proposed key staff for similar types of services performed within the last five years on Attachment 22, Key Staff References. **Attachment 22, Key Staff References must be completed in its entirety.** At least one reference must be from experience used to meet Key Staff Minimum Qualifications.
- 2) References will be contacted to validate ratings. SCO will make up to three attempts via phone/email to validate references. Failure to reach a listed reference will result in the ratings being scored zero and the Proposal may be deemed non-compliant and disqualified in its entirety. References will be scored based on the accumulative average score provided by the reference contacts listed on Attachment 22, 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 prior to the date and time specified in Section C, Proposal Requirements and Information, Item 1. Key Action Dates. Subject line must include the **RFP EAUF90126 – Auditing 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, executable files, password protections, or macros, which may make their emails undeliverable.
 - 3) Do not imbed links within the PDF—all documents must be contained within the PDF and/or Excel workbook. 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) Proposal submissions that are sent from unrecognized email servers may be blocked by SCO security filters and be flagged as spam, thereby rendering them not submitted.

- 6) An automatic reply from SCOBids@sco.ca.gov confirms receipt of proposers' emails. *Automatic replies only confirm receipt of emails and do not assess proposers' responsiveness to the RFP requirements in the email content or in any attachments therein.*

7) PROPOSAL SUBMISSIONS RECEIVED AFTER THE DEADLINE IN THE KEY ACTION DATES 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 (PCC) 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. SCO also reserves the right, at its sole discretion, to forgo the interview process. If SCO elects not to conduct interviews, all responsive and responsible proposals that advance to the technical evaluation stage shall receive the maximum points allocated for the interview component.
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. Preliminary Review

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

b. Minimum Qualification Evaluation

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

c. Technical Proposal Evaluation and Scoring

The Evaluation Team will independently evaluate each Proposer's Technical Proposal using the Proposal evaluation criteria as stated in Section E. Evaluation Process, Item 4.f, Evaluation Worksheet.

Each proposal shall be awarded points based on the maximum points available in each category, for a **maximum total of 863 possible points**. Evaluation will emphasize the Proposer's experience, qualifications, and references, 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.

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

- i. 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.
- ii. Cost Proposal Worksheets shall be evaluated and scored based on the total proposal cost for the term of the Agreement.
- iii. The Proposer with the lowest Hourly Rate will be awarded the maximum number of points available (863 points), which the Technical Proposal score is 58 percent (504 points), the interview score is 12 percent (100 points), and the cost score is 30 percent (259 points).
 - a) If SCO, in its sole discretion, elects not to conduct interviews, all responsive and responsible proposals that advance to the technical evaluation stage shall receive the maximum points available for the interview component.
- iv. The Proposer's cost score will be based on a proportional number of points as it relates to the average hourly rate associated with the responsive proposal with the lowest average hourly rate multiplied by the maximum number of cost points.
- v. The following formula shall be used to determine cost points: (Example)

Lowest Proposer's Average Hourly Rate (\$260.00) X maximum cost points (259) divided by other Proposer's Average Hourly Rate = cost points awarded to the other Proposer.

$$\frac{\text{LOWEST AVERAGE HOURLY RATE } (\$260.00) \times 259 \text{ HOURLY RATE POINTS AVAILABLE}}{\text{OTHER PROPOSER'S AVERAGE HOURLY RATE}} = \text{COST POINTS AWARDED TO OTHER PROPOSAL}$$

Table 1. Sample Cost Assessment

Proposer	Average Hourly Rate	Calculation	POINTS AWARDED
A	\$275.00	\$260.00 (Proposer B) X 259 (weight) / \$275.00 (Proposer A)	245*
B	\$260.00	\$260.00 (Proposer B) X 259 (weight) / \$260.00 (Proposer B)	259
C	\$310.00	\$260.00 (Proposer B) X 259 (weight) / \$310.00 (Proposer C)	217*

* Standard rounding rules shall apply.

e. Selection

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

f. Evaluation Worksheet

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

EVALUATION WORKSHEET

Name of Proposer: _____

Evaluator: _____ Date: _____

A. Administrative Evaluation

Description	Pass/Fail
Proposal received by the date and time specified in the RFP.	
All applicable attachments identified on Attachment 1, Required Attachment Checklist were completed and submitted.	
Proposer Guarantee included in proposal package as specified in RFP.	
Firm's Organizational and Operational Structure included in the proposal package as specified in the RFP.	
Firm's two Audit samples.	
Firm's Understanding and Approach included in the proposal package as specified in the RFP.	
Proposer firm references included in the proposal package as specified in the RFP.	
Proposed Key Staff references included in the proposal package as specified in the RFP.	

B. Minimum Qualification Evaluation

Proposer Firm	
Description	Pass/Fail
The Proposer must be licensed as an active Certified Public Accounting (CPA) firm in good standing. The Proposer must submit a copy of CPA certificate of license.	
The Firm must have at least five years' experience, within the last eight years, performing audit services described within this RFP and Exhibit A.	
The Proposer must have a minimum of five years of experience conducting State government, local government, special districts, and/or local education agency audits, preferably in California or similar regulatory environments, in accordance with Generally Accepted Government Auditing Standards (GAGAS) or Yellow Book. Qualifying experience may be comprised of: 1. GAGAS/Yellow Book 2. California public sector audits 3. Local education agency and local government financial, compliance, and performance audits 4. Proved ability to conduct performance audits and complex data analysis	

5. Experience working with large datasets and public program payment systems	
6. Strong quality control system and peer review process	
The Proposer must have completed a peer review within the last three years with a rating of "pass" (or equivalent). Proposer must submit a copy of the peer review report and any related management letter, if applicable.	

Proposer Key Staff	
Description	Pass/Fail
Proposed Key Staff #1 – Engagement Partner (EP)/ Project Director (PD) (1 KS)	
1. Must have an active CPA License	
2. Must have a minimum of 10 years of audit experience in State government, local government, special districts, or local education agency audits, preferably in California or similar regulatory environments	
3. Must have at least five years' experience managing audit teams conducting performance and financial audits of complex public programs in accordance with GAGAS	
4. Must have a bachelor's degree in accounting, finance, or business	
Proposed Key Staff #2 – Audit Manager (AM) (3 KS)	
1. Must have an active CPA License	
2. Must have a minimum of seven years of audit experience in State government, local government, special districts, or local education agency audits, preferably in California or similar regulatory environments	
3. Must have a minimum of five years' experience supervising audit teams conducting performance and financial audits of complex public programs in accordance with GAGAS	
4. Must have a bachelor's degree in accounting, finance, or business	

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.

C. Technical Proposal Evaluation and Scoring

1. Proposer Firm Desirable Qualifications

Proposer Firm Desirable Qualifications (FDQs) is optional and if submitted, will be assessed and scored up to a maximum score of 34 points. FDQs will be assessed and scored only for proposals that pass the Pass/Fail components. Each Proposer that meets a qualifying FDQ will be awarded points based on a scale commensurate with its demonstrated years of experience. Awarded scores will be summed to become the FDQ Score. FDQs are not required to be met to continue in the assessment process.

Firm Desirable Qualifications Scoring Example:

Proposer Desirable Qualification Description	Maximum Points	Points Scored														
The Proposer must have a minimum of five years of experience conducting State government, local government, special districts, and/or local education agency audits, preferably in California or similar regulatory environments, in accordance with Generally Accepted Government Auditing Standards (GAGAS) or Yellow Book. Points will be awarded for each qualifying year of experience beyond five years. <table><tr><th>Number of Years' Experience</th><th>Possible Points</th></tr><tr><td>5.1 Years to 6 Years</td><td>5 Points</td></tr><tr><td>6.1. Years to 7 Years</td><td>6 Points</td></tr><tr><td>7.1 Years to 8 Years</td><td>7 Points</td></tr><tr><td>8.1 Years to 9 Years</td><td>8 Points</td></tr><tr><td>9.1 Years to 9.9 Years</td><td>9 Points</td></tr><tr><td>10 Years or More</td><td>10 Points</td></tr></table>	Number of Years' Experience	Possible Points	5.1 Years to 6 Years	5 Points	6.1. Years to 7 Years	6 Points	7.1 Years to 8 Years	7 Points	8.1 Years to 9 Years	8 Points	9.1 Years to 9.9 Years	9 Points	10 Years or More	10 Points	10	
Number of Years' Experience	Possible Points															
5.1 Years to 6 Years	5 Points															
6.1. Years to 7 Years	6 Points															
7.1 Years to 8 Years	7 Points															
8.1 Years to 9 Years	8 Points															
9.1 Years to 9.9 Years	9 Points															
10 Years or More	10 Points															
The Proposer has experience with auditing large payment datasets (e.g., Medi-Cal, SNAP/CalFresh, WIC). <table><tr><th>Number of Years' Experience</th><th>Possible Points</th></tr><tr><td>1 Year to 3 Years</td><td>2 Points</td></tr><tr><td>3.1. Years to 6 Years</td><td>4 Points</td></tr><tr><td>6.1 Years to 9 Years</td><td>6 Points</td></tr><tr><td>9.1 Years or more</td><td>8 Points</td></tr></table>	Number of Years' Experience	Possible Points	1 Year to 3 Years	2 Points	3.1. Years to 6 Years	4 Points	6.1 Years to 9 Years	6 Points	9.1 Years or more	8 Points	8					
Number of Years' Experience	Possible Points															
1 Year to 3 Years	2 Points															
3.1. Years to 6 Years	4 Points															
6.1 Years to 9 Years	6 Points															
9.1 Years or more	8 Points															
The Proposer has experience using analytics tools such as Arbutus, IDEA, SQL, Python, etc. for large datasets. <table><tr><th>Number of Years' Experience</th><th>Possible Points</th></tr><tr><td>1 Year to 3 Years</td><td>2 Points</td></tr><tr><td>3.1. Years to 6 Years</td><td>4 Points</td></tr><tr><td>6.1 Years to 9 Years</td><td>6 Points</td></tr><tr><td>9.1 Years or more</td><td>8 Points</td></tr></table>	Number of Years' Experience	Possible Points	1 Year to 3 Years	2 Points	3.1. Years to 6 Years	4 Points	6.1 Years to 9 Years	6 Points	9.1 Years or more	8 Points	8					
Number of Years' Experience	Possible Points															
1 Year to 3 Years	2 Points															
3.1. Years to 6 Years	4 Points															
6.1 Years to 9 Years	6 Points															
9.1 Years or more	8 Points															
The Proposer has fraud detection or forensic audit experience. <table><tr><th>Number of Years' Experience</th><th>Possible Points</th></tr><tr><td>1 Year to 3 Years</td><td>2 Points</td></tr><tr><td>3.1. Years to 6 Years</td><td>4 Points</td></tr><tr><td>6.1 Years to 9 Years</td><td>6 Points</td></tr><tr><td>9.1 Years or more</td><td>8 Points</td></tr></table>	Number of Years' Experience	Possible Points	1 Year to 3 Years	2 Points	3.1. Years to 6 Years	4 Points	6.1 Years to 9 Years	6 Points	9.1 Years or more	8 Points	8					
Number of Years' Experience	Possible Points															
1 Year to 3 Years	2 Points															
3.1. Years to 6 Years	4 Points															
6.1 Years to 9 Years	6 Points															
9.1 Years or more	8 Points															
Max FDQs Points Score (sum all scores)	34															

2. Key Staff Desirable Qualifications

Key Staff Desirable Qualifications (KSDQs) is optional and if submitted, will be assessed and scored up to a maximum score of 120. KSDQs will be assessed and scored only for proposals that pass the Pass/Fail components. Each Key Staff that meets a KSDQ will be awarded up to the

maximum points for each qualifying experience. Awarded scores will be summed to become the KSDQ Score. KSDQs are not required to be met to continue in the assessment process.

Staff Desirable Qualifications Scoring Example:

Proposer A	KSDQ 1	KSDQ 2	KSDQ 3	KSDQ 4	KSDQ 5	Maximum Points	Points Scored
Category 1, Key Staff #1	8	6	6	5	5	30	
Category 2, Key Staff #1	8	6	6	5	5	30	
Category 2, Key Staff #2	8	6	6	5	5	30	
Category 2, Key Staff #3	8	6	6	5	5	30	
Max Staff Desirable Qualifications Score (sum all scores)						120	

3. Proposer Guarantee

Information Proposer Provided Indicates	Maximum Points	Points Scored
Insufficient Information Provided	0	
Partial Information Provided	10	
Comprehensive Information Provided	25	
Total Points	25	

4. Firm's Organizational Structure and Operational Background

a. Organizational Structure

Information Proposer Provided Indicates	Maximum Points	Points Scored
Insufficient Information Provided	0	
Sufficient Information Provided	10	
Comprehensive Information Provided	25	
Total Points	25	

b. Operational Background

Information Proposer Provided Indicates	Maximum Points	Points Scored
Insufficient Information Provided	0	
Sufficient Information Provided	25	
Comprehensive Information Provided	50	
Total Points	50	

Total Points for Firm's Organizational Structure and Operational Background	Maximum Points	Points Scored
a. Organizational Structure	25	
b. Operational Background	50	
Total Points	75	

5. Two Audit Samples

a. One Performance Audit Sample

Information Proposer Provided Indicates	Maximum Points	Points Scored
Insufficient Information Provided	0	
Sufficient Information Provided	25	
Comprehensive Information Provided	50	
Total Points	50	

b. One Financial Audit Sample

Information Proposer Provided Indicates	Maximum Points	Points Scored
Insufficient Information Provided	0	
Sufficient Information Provided	25	
Comprehensive Information Provided	50	
Total Points	50	

Total Points for Firm's Audit Samples	Maximum Points	Points Scored
a. Performance Audit Sample	50	
b. Financial Audit Sample	50	
Total Points	100	

6. Firm's Understanding and Approach

Information Proposer Provided Indicates	Maximum Points	Points Scored
Insufficient Information Provided	0	
Sufficient Information Provided	30	
Comprehensive Information Provided	50	
Total Points	50	

7. Proposer Firm References

The Proposer shall provide **three** references for similar types of services performed within the past five years on Attachment 21, Proposer Firm References. References shall substantiate the Proposer's expertise and experience in providing services. Include the name and current telephone number of the reference contact person(s). References will be scored based on the average score of the Performance Ratings (PR) provided by the reference contacts listed on Attachment 21, Proposer Firm References.

Proposer Firm Reference Form Scoring Example:

Proposer A	PR1	PR2	PR3	PR4	PR5	Maximum Points	Points Scored
Firm Reference #1	10	10	10	10	10	50*	
Firm Reference #2	10	10	10	10	10	50	
Firm Reference #3	10	10	10	10	10	50	
Subtotal (sum all reference scores)						150	
Firm Reference Score (subtotal ÷ # of references)						150÷3=50	

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

8. Proposed Key Staff References

The Proposer shall provide **three** references per each of the 16 proposed key staff for similar types of audit services performed within the past five years on Attachment 22, Key Staff References. References shall substantiate the Proposed Key Staff's expertise and experience in providing services. Include the name, email address, and a current telephone number for each reference contact person(s). References will be scored based on the average score of the Performance Ratings (PR) provided by the reference contacts listed on Attachment 22, Key Staff References.

Key Staff Reference Form Scoring Example

Proposer A, Category 1, Key Staff #1	PR1	PR2	PR3	PR4	PR5	Score
Reference 1	10	10	10	10	10	50
Reference 2	10	10	10	10	10	50
Reference 3	10	10	10	10	10	50
Proposer A, Category 2, Key Staff #1	PR1	PR2	PR3	PR4	PR5	Score
Reference 1	10	10	10	10	10	50
Reference 2	10	10	10	10	10	50
Reference 3	10	10	10	10	10	50
Proposer A, Category 2, Key Staff #2	PR1	PR2	PR3	PR4	PR5	Score
Reference 1	10	10	10	10	10	50
Reference 2	10	10	10	10	10	50
Reference 3	10	10	10	10	10	50
Proposer A, Category 2, Key Staff #3	PR1	PR2	PR3	PR4	PR5	Score
Reference 1	10	10	10	10	10	50
Reference 2	10	10	10	10	10	50
Reference 3	10	10	10	10	10	50
Subtotal (sum all reference scores)						200
Key Staff Reference Score (Subtotal ÷ # of references)						200 ÷ 4 = 50*

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

9. Interviews

Proposer's key staff will be required to appear for an interview with SCO via Microsoft Teams.

Rating	Interview Resonse Rating Criteria	% of Score
Excellent	Response addressed all considerations of the question with a high degree of confidence.	100%
Good	Response addressed most considerations of the question with a good degree of confidence.	75%
Fair	Response addressed the question adequately with an acceptable degree of confidence.	50%
Poor	Response minimally addressed the question with a low degree of confidence.	25%
No Value	Response failed to address the question.	0%

Interview Questions	Maximum Possible Points	Points Scored
Interview Score	100	

10. Total Score

Description	Maximum Possible Points	Points Scored
Proposer Firm Desirable Qualifications	34	
Key Staff Desirable Qualifications	120	
Proposer Guarantee	25	
Firm's Organizational and Operational Background	75	
Firm's Two Audit Samples	100	
Firm's Understanding and Approach	50	
Proposer Firm References	50	
Key Staff References	50	
Technical Proposal Score	504	
Interview Score	100	
Cost Proposal Score	259	
Total Score	863	

COMMENTS:

► End of Evaluation Worksheet ◀

F. 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, 7th Floor, Suite 7-330, West Sacramento, CA 95605 or OLSProtests@dgs.ca.gov, on the grounds that the (protesting) proposer would have been awarded the Agreement had the SCO correctly applied the evaluation standard in the RFP, or if the SCO followed the evaluation and scoring methods in the RFP, the Agreement shall not be awarded until either the protest has been withdrawn or the DGS has decided the matter. It is suggested that you submit any protest by certified or registered mail.
3. Within five days after filing the protest, the protesting proposer shall file with the DGS, OLS and the SCO, a detailed statement specifying the grounds for the protest. The written protest must be sent to DGS OLS, 707 Third Street, 7th Floor, Suite 7-330, West Sacramento, CA 95605 or OLSProtests@dgs.ca.gov. A copy of the detailed written statement must be emailed to SCO, at SCOBids@sco.ca.gov, Attention: Contracts Office

G. 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.

H. 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 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.

I. Participation Preference and Incentive Programs

The Small Business Preference and DVBE Incentive Programs listed below may be combined but will not exceed a combined total of 15 percent of the Proposal max total of 863 or 129 points per proposal, whichever is less. No proposal score will be increased by more than 129, and all preference and incentive cost adjustments are for proposal evaluation purposes only.

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>.

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 Section 14837 and Military & Veterans Code (M&VC) Section 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 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. 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 6, 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 10, Disabled Veterans Business Enterprise (DVBE) Declarations (DGS PD 843), signed by the DVBE owner/manager.
- h. If the awarded contractor has a certified DVBE perform an element of work for the Contract, within 60 days of expiration of the Contract, 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 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 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 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 6, 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

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

- a. This RFP provides for the optional Target Area Contract Preference Act (TACPA) preference. Proposers 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 proposers in accordance with GC Section 4530 et seq. whenever an agreement for goods and/or services are in excess of \$100,000 and the Proposer 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.
- c. Proposers must apply to be eligible for the TACPA preference, but application is not required to participate in this solicitation. Proposers 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. Proposers wishing to take advantage of this preference will need to review the following website and submit the appropriate response with the proposal: <https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Request-Target-Area-Contract-Preference?search=TACPA>
- e. Proposers 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 proposers, manufacturers, subcontractors, and any other sources available at time of response evaluation. Proposer'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. Proposers are advised that TACPA workforce preferences between five (5) and nine (9) percent are based on the Proposers 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, proposers 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.

J. 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, Payee Data Record (STD 204) and Supplement (STD 205)*	
Attachment 5, Contractor Certification Clauses (CCC 04/2017)	
Attachment 6, Bidder Declaration (Written) (GSPD-05-105)	
Attachment 7, California Civil Rights Laws Certification (DGS OLS 04)	
Attachment 8, Iran Contracting Act Verification Form (DGD PD 3)	
Attachment 9, Darfur Contracting Act Certification (DGS PD 1)*	
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 Preference Request for Goods and Services (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, Contractor/Consultant Organization Information Security Agreement (ISO-004c)	
Attachment 18, Contractor/Consultant Confidentiality and Non-Disclosure Acknowledgement (ISO-004b)	
Attachment 19, Proposer Firm Qualifications	
Attachment 20, Key Staff Qualifications	
Attachment 21, Proposer Firm References (Submit three)	
Attachment 22, Key Staff References (Submit three per key staff)	
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	
Copy of California Certified SB/MB Certification*	
Copy of California Certified DVBE Certification*	
Proposer Guarantee	

Firm's Organizational Structure and Operational Background	
Copy of Firm's valid Certified Public Accounting (CPA) License	
Copy of Proposer Firm's Peer Review in past three years	
Copy of valid CPA, License(s)/Certification(s) (Key Staff Minimum Qualifications)	
Copy valid CIA, CFA, or CISA*(Key Staff Desirable Qualifications)	
Copies of two Firm Audit Samples	
Key Staff Resumes	
Key Staff Bachelor's Degrees	

*Only submit if applicable

Attachment 2 Proposal/Proposer Certification Sheet

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

1. Our all-inclusive proposal is submitted as detailed in Attachment 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 ()	2a. Fax Number ()		
2b. E-mail Address:				
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. Proposer's Name (Print)	11. Title			
12. Signature	13. Date			
14. Are you certified with the Department of General Services, Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS) as: <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top; padding: 5px;"> a. California Small Business Enterprise Yes ☐ No ☐ If yes, enter certification number: _____ </td> <td style="width: 50%; vertical-align: top; padding: 5px;"> b. Disabled Veteran Business Enterprise Yes ☐ No ☐ If yes, enter your certification number below: _____ </td> </tr> </table> 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:			a. California Small Business Enterprise Yes ☐ No ☐ If yes, enter certification number: _____	b. Disabled Veteran Business Enterprise Yes ☐ No ☐ If yes, enter your certification number below: _____
a. California Small Business Enterprise Yes ☐ No ☐ If yes, enter certification number: _____	b. Disabled Veteran Business Enterprise Yes ☐ No ☐ If yes, enter your certification number below: _____			

Completion Instructions for Proposal/Proposer Certification Sheet

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

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

Attachment 3
Contractor Point of Contact

Proposer's Name: _____

Please print clearly or type.

The contact person regarding this RFP is:			
Name & Title:			
Address:			
Phone Number:		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:			
Phone Number:		Email:	

Attachment 4
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 5
Contractor Certification Clauses (CCC 04/2017)

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

Attachment 6
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 7
California Civil Rights Laws Certification (DGS OLS 04)

<https://www.documents.dgs.ca.gov/dgs/fmc/dgs/ols004.pdf>

Attachment 8
Iran Contracting Act Verification Form (DGS PD 3)

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

Attachment 9
Darfur Contracting Act Certification (DGS PD 1)*

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

Attachment 10
California Disabled Veteran Business Enterprise (DVBE) Declarations (STD 843)*

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

Attachment 11
Secretary of State Certification Status*

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

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

Attachment 12
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 13
Bidder's Summary of Contract Activities and Labor Hours (DGS/PD 526)*

<https://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspdpd0526.pdf>

NOTE: The fill and print forms are available at the links provided above. Please email SCOBids@sco.ca.gov if you are unable to access the provided links. ***Attachments 4 - 8 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, Deliverable Expectations Document (DED) and Deliverable Acceptance Document (DAD)
Exhibit A, Attachment 2, Deliverable Expectation Document (DED) Form Sample
Exhibit A, Attachment 3, Deliverable Acceptance Document (DAD) Form Sample
Exhibit A, Attachment 4, Personnel Change Order Request Form
Exhibit A, Attachment 5, Personnel Change Key Staff Reference Form
Exhibit A, Attachment 6, Audit Staff Minimum Qualifications Workbook
Exhibit A, Attachment 7, Prime Contractor Certification – SB 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

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

Proposers acknowledge their ability to meet the insurance requirements identified in the Standard Agreement, Exhibit D, Special Terms and Conditions and certify that certificate(s) of coverage will be provided within 10 business days of receipt of notice of award.

Authorized Signature

Date

Name of Proposer Firm

Name and Title (Please Print)

Attachment 16
Proposal Requirements and Incentives

Proposer must check the appropriate box from the choices below.

1. SMALL BUSINESS (SB) PREFERENCE:

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

Proposer must submit a complete Attachment 6, Bidder Declaration (Written) (GSPD 05-105), indicating the percentage of the revenue that will be received by each DGS certified SB subcontractor.

- ☐ I am not claiming the SB Preference.

2. DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) INCENTIVE:

- ☐ 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 6, 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.

3. TARGET AREA CONTRACT PREFERENCE ACT (TACPA):

- ☐ 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: _____

State of California—Controller's Office Contractor/Consultant Organization Information Security Agreement ISO-004c (Rev. 2/15)		INFORMATION SECURITY OFFICE 300 Capitol Mall, Suite 603 Sacramento, CA 95814 Form Contact Info. Ph: (916) 445-1720 Email: infosec@sco.ca.gov	
Section 1 — Contractor / Consultant Organization Contact Information			
Contractor / Consultant Organization Name			
Street Address	City	State	Zip Code
Organization Contact Name	Title	Work Phone	Work Email
Section 2 — SCO Contract / Agreement Administrator Information			
SCO Division	SCO Contract / Agreement Administrator Name		
Title	Work Phone	Work Email Address	
Section 3 — SCO Information Security Terms And Conditions			
Contractors and consultants authorized to use SCO information assets shall comply with all applicable SCO administrative policy and information security standards, and the terms, conditions, and requirements stated on this agreement. The intent of this agreement is to comply with California State Administration Manual (SAM) requirements (Ref. SAM § 5305.8 (2) e (1) et.al) and statute. General Terms and Conditions: - SCO <i>information assets</i> shall only be accessed or utilized for SCO authorized business purposes; SCO information assets are any data, document, software, hardware, and/or services including: data and information, software, hardware, services, documentation, intellectual property, and human knowledge. - 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 ("Organization") listed in Section I of this agreement agrees to comply with, implement, enforce, and monitor compliance with the following requirements: - The organization shall ensure that only SCO authorized organization employees or agents utilize SCO <i>information assets</i>. The organization is solely responsible for ensuring that authorized employees or agents are not security risks, and upon the SCO's request, the organization will provide the SCO with any information reasonably necessary for SCO to evaluate security issues relating to any authorized employee or agent; - The organization shall ensure that all authorized organization employees or agents understand and adhere to SCO administrative policy and information security standards; - The organization shall 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> within 24 hours; - The organization shall ensure that SCO authorized organization employees or agents take all industry and government approved safeguards to protect the confidentiality, integrity, and availability of nonpublic SCO <i>information</i> classified as confidential or sensitive, provided by or on behalf of SCO to the Organization for the provision of Services ("SCO Information" or "SCO Data") or as requiring protection by state or federal statute; - The organization shall ensure that SCO authorized organization employees or agents take all industry and government approved safeguards to protect the confidentiality, integrity and availability of SCO <i>data processing resources</i>, specifically: - The organization and its employees or agents shall only access the SCO's Information, network, and network resources through SCO managed data processing resources and network connections; - The organization and its employees or agents shall not change, modify, delete, or circumvent the configuration of any provided SCO owned or leased data processing equipment without written approval of SCO Information Systems Division management and the SCO Chief Information Security Officer (CISO) or CISO designee; - The organization and its employees or agents shall not change, modify, delete, or circumvent any SCO required authentication and authorization process without the approval of authorized SCO personnel. All authentication credentials are classified as confidential and must be protected as such; - The organization and its employees or agents shall not change, modify, remove, or circumvent any SCO required network security controls or protocols without written approval of SCO Information Systems Division management and the SCO Chief Information Security Officer (CISO) or CISO designee; - The organization and its employees or agents shall only utilize and access SCO managed electronic mail and Internet access services while utilizing SCO provided data processing resources or networks. No organization employee or agent shall connect to, or access, any non-SCO managed resource or service from within the SCO network or via any SCO data processing resource without the approval of SCO Information Systems Division management and the SCO Chief Information Security Officer (CISO) or CISO designee; and, - All organization data processing resources (e.g., PCs, notebooks, laptops, servers, USB and flash drives, etc.) and other equipment (e.g., cellular phones, personal digital assistants [PDAs], audio or image recorders, etc.) connected to SCO networks or network resources 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. No organization data processing resources shall be connected to any SCO network or network resource. - The organization and its employees or agents shall, without undue delay, notify the SCO Information Security Office, SCO Information Systems Division, and the designated SCO Contract /Agreement Administrator of any violation of SCO administrative policy or information security standards as well as any breaches of terms, conditions, or requirements of this agreement, including any actual or suspected information security incident. Information security incidents include, but are not limited to, the following: - Theft, loss, damage, unauthorized destruction, unauthorized modification, or unintentional or unauthorized use or release of any SCO Information classified as confidential or sensitive retained in electronic, paper, or any other medium; - Acquisition of notice-triggering personal information by unauthorized persons, as required in California Civil Code 1798.29; - Deliberate or accidental unauthorized distribution or release of personal information that processed by the organization on behalf of SCO under this agreement by the organization, its employee(s), or its agent(s) in a manner not in accordance with state and federal statutes applicable to the organization in its processing of such personal information. - Breach of security leading to unauthorized 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.			

- 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 in the Organization's possession and control to the extent such theft, damage, destruction, or loss adversely impacts SCO information; 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, understand, and will comply with the responsibilities stated above. 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 per the 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

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 assets, 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 report any actual or suspected information security incidents to my organization to support compliance with the incident notification requirements outlined in the Organization Information Security Agreement with the State Controller's Office (SCO). I will not disclose, change, modify, delete, or circumvent any SCO required authentication and authorization process without the approval of authorized SCO personnel.
4. 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.
5. 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 connect to SCO owned or leased networks or network resources are approved by the SCO.
6. 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,
7. I will comply with all applicable SCO administrative, technical, and information security policies and standards, so long as our doing so would be consistent with applicable law, regulations and/or industry 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 so as long as doing so is applicable with law, regulations and/or industry standards. 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 19
Proposer Firm Qualifications

See Excel Workbook: Attachment 19, Proposer Firm Qualifications

Attachment 20
Key Staff Qualifications

See Excel Workbook: Attachment 20, Key Staff Qualifications

Attachment 21
Proposer Firm References

Proposer's Name: _____

Please print clearly or type.

Proposers must use Attachment 21, Proposer Firm References and **submit three** references that substantiate the Proposer's expertise and experience in providing services. References must be able to provide an objective assessment of the Proposer's performance.

- Proposer must submit three Proposer Firm References.
- Submitted references must be for similar services within the last five years.
- At least one reference must be from the experience used to meet the Firm Minimum Qualifications.
- Proposer must not use the same reference more than once.
- The Proposer may **not** use a current SCO State employee as a reference.

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

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

REFERENCE INSTRUCTIONS:

Step 1: Reference shall enter a numeric rating into Table 2 from the Rating Scale in Table 1.

Step 2: Reference shall sign and date the bottom of the form.

Step 3: Reference shall return the signed form to the Proposer listed on Attachment 20.

Table 1 – Rating Scale:

10=Excellent 8=Above Average 5=Satisfactory 2=Below Average 0=Unsatisfactory

Table 2 – Performance Ratings:

#	Performance Statements	Rating
1	Rate the Firm's ability to meet deadlines.	
2	Rate the Firm's ability to communicate verbally and in writing.	
3	Rate the Firm's ability to work well with others.	
4	Rate the Firm's knowledge in the required areas of expertise.	
5	Rate the Firm's overall performance during this engagement.	

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

Signature of Reference Contact

Date Signed

Attachment 22
Key Staff References

Proposer's Name: _____

Please print clearly or type.

Proposers must use Attachment 22, Key Staff References and **submit three** references for each key staff that shall substantiate the key staff's expertise and experience in providing services. References must be able to provide an objective assessment of the Key Staff's performance.

- Proposer must submit three Key Staff Reference Forms for each proposed key staff. (Total of 12)
- Submitted references must be for similar services within the last five years.
- At least one reference must be from experience used to meet Key Staff Minimum Qualifications.
- Proposer must not use the same reference more than once per key staff.
- The Proposer may not use a current SCO State employee as a reference.

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

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

REFERENCE INSTRUCTIONS:

Step 1: Reference shall enter a numeric rating into Table 2 from the Rating Scale in Table 3.

Step 2: Reference shall sign and date the bottom of the form.

Step 3: Reference shall return the signed form to the Proposer list on Attachment 21.

Table 1 – Rating Scale:

10=Excellent 8=Above Average 5=Satisfactory 2=Below Average 0=Unsatisfactory

Table 2 – Performance Ratings:

#	Performance Statements	Rating
1	Rate the Staff's ability to meet deadlines.	
2	Rate the Staff's ability to communicate verbally and in writing.	
3	Rate the Staff's ability to work well with others.	
4	Rate the Staff's knowledge in the required areas of expertise.	
5	Rate the Staff's overall performance during this engagement.	

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

Signature of Reference Contact

Date Signed _____

**Attachment 23
Cost Worksheet**

Proposer's Name: _____

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 hourly rates offered below by the Proposer shall be binding by the Proposer 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 Hourly Rate shall include all labor, supplies, equipment, travel, per diem, parking fees, vehicle, taxes, insurance, licenses, permit fees, additional fees, and any other associated cost necessary to provide the services in accordance with Exhibit A, Scope of Work at the Hourly Rates shown below. SCO will not pay for any costs not included in the Hourly Rate.

Audit Services Cost (Three-Year Term)	
Category Description	Hourly Rate
Engagement Partner/Project Director	\$
Audit Manager	\$
Staff Auditor	\$
Average Hourly Rate A (For Evaluation Purposes):	\$

B. Audit Services Cost (Optional Two-Year Extension)	
Category Description	Hourly Rate
Engagement Partner/Project Director	\$
Audit Manager	\$
Staff Auditor	\$