



**ALEX PADILLA** | SECRETARY OF STATE | STATE OF CALIFORNIA  
MANAGEMENT SERVICES | CONTRACT SERVICES  
1500 11<sup>th</sup> Street, Room 460 | Sacramento, CA 95814 | **Tel** 916.653.5974 | **Fax** 916.653.8324 | [www.sos.ca.gov](http://www.sos.ca.gov)

## REQUEST FOR OFFER (RFO)

### California Automated Lobbying and Campaign Contribution and Expenditure Search (CAL-ACCESS) Replacement System (CARS) Project

#### Solution Implementation Manager Information Technology (IT) Consulting Services

**RFO #19-019**

December 2, 2019

#### **SERVICE REQUESTED:**

The Secretary of State's Office (SOS) is soliciting for California Multiple Award Schedule (CMAS) IT Consulting Services for the acquisition of one (1) qualified Solution Implementation Manager Consultant, to provide the services described herein, for the SOS CARS Project. The CARS Project is a medium complexity, mid-level IT project involving information system development, integration, data conversion and deployment.

Please refer to Exhibit A – Scope of Work (SOW) and all attachments, Exhibit B – Cost Worksheet and Exhibit C – Additional Provisions, as they provide further detail and additional information related to the contract.

In support of the information provided in this RFO, resource documentation is available on the SOS website providing information regarding the CARS Project. This information is available for public review and downloading at the following online location: <https://www.sos.ca.gov/campaign-lobbying/cal-access-replacement-system-project-cars-updates/>.

#### **ANTICIPATED TERM OF SERVICE:**

January 2020 through June 30, 2021

#### **LOCATION:**

1500 11<sup>th</sup> Street, Sacramento CA 95814

#### **QUALIFICATIONS, SKILLS, AND EXPERIENCE:**

Please refer to Exhibit A – SOW, Section 4.0 - Qualifications, Skills and Experience, for information regarding the mandatory qualifications, skills and experience. **Note:** Resume, work history and staff experience worksheet for the proposed Consultant must clearly identify the required experience and knowledge.

#### **SUBMISSION INFORMATION:**

The response to the Request for Offer (RFO) is due by **Monday, December 16, 2019, at 4:00 p.m.** Please submit requested information via E-mail. Fax, postal mail or hand delivery will also be accepted. Addressing information is as follows:

**PROJECT:** RFO #19-019  
**NAME:** SECRETARY OF STATE

**ATTN:** CONTRACT SERVICES  
**ADDRESS:** 1500 11<sup>th</sup> STREET ROOM 460  
SACRAMENTO, CA 95814  
**FAX:** (916) 653-8324  
**E-MAIL:** [CONTRACTSERVICES@SOS.CA.GOV](mailto:CONTRACTSERVICES@SOS.CA.GOV)

**Please note:** This solicitation does not include a formal “Questions & Answers” (Q&A) period. Therefore, any questions submitted regarding this RFO will be answered and/or addressed at the SOS’s discretion, depending upon the impact to the RFO based on the request for information/clarification and/or current workload. Please carefully review the attached RFO in its entirety before submitting questions, as inquiries may not be responded to if the information requested has been provided in the RFO.

### **KEY DATES**

<b>Event</b>	<b>Date</b>
Release of RFO	December 2, 2019
Due Date for Response to RFO	December 16, 2019, 4:00 p.m.
<i>Anticipated</i> Contract Award	December 30, 2019

If the Contractor chooses to transmit their offer via fax, the Contractor understands and agrees that the State will consider only those portions of the offer received prior to the Due Date for Response specified above; any pages received after that time will not be considered. Additionally, please be advised that there may be a heavy demand placed on the fax machine receiving offers and the State assumes no responsibility if a Contractor cannot transmit the offer via fax and/or if the entire offer is not received prior to the response submittal deadline.

If the Contractor chooses to transmit their offer via e-mail, the State assumes no responsibility if the entire offer is not received prior to the response submittal deadline and/or that may be blocked by the SOS e-mail filter.

**PLEASE NOTE: The SOS will not confirm receipt of the offers submitted and/or if any attachments can be opened that have been submitted via E-mail.**

### **A. RESPONSE GUIDELINES**

Responses to this RFO must include the following information:

1. Cover letter that includes the following:
  - Company name, mailing address and telephone number
  - Name and email address of contact person
  - Reference RFO #19-019
  - Federal Employer Identification Number (FEIN)
  - If applicable, CA Small Business Certification Number
  - A duly authorized representative of the Contractor must **physically sign** the offer certifying that the offer is a valid and binding offer and that he/she is authorized to sign the proposal

2. A completed Exhibit B – COST WORKSHEET, providing a quote that identifies the name of the proposed Consultant who will perform the work described in Exhibit A – SOW, including the CMAS classification/job title, hourly rate and estimated number of hours to be worked for each applicable State Fiscal Year (SFY). **NOTE:** The CMAS classification or job title provided in the cost worksheet must specifically match a classification or job title listed in the Offeror’s Leveraged Procurement Agreement (LPA) California Multiple Award Schedules (CMAS), Ordering Instructions and Special Provisions section, entitled “Available Products and/or Services”.
3. The Name of the proposed Consultant who will perform the work described in Exhibit A – SOW and resume detailing experience which meets the mandatory qualifications, skills and experience identified in the SOW. **Note:** If the proposed Consultant possesses any of the *desirable* qualifications, skills and experience, the resume should include experience that demonstrates how the Consultant meets the *desirable* qualifications defined in the SOW and provide any applicable certification or other documentation, as indicated.
4. Completed staff experience worksheet for the proposed Consultant, prepared in accordance with the sample provided titled Attachment B – Staff Experience Worksheet. The staff experience worksheet must clearly validate and support the Consultant’s qualifications as described in their resume, to each of the mandatory (and desirable, if applicable) qualifications, skills and experience identified in the SOW.

For qualifications that require specific project experience, the staff experience worksheet must clearly identify the name(s) of project(s) worked on and a description of the services performed that meet the respective experience requirement(s). The information must be detailed and comprehensive enough to permit the SOS to assess the similarity of the project(s) to the experience requirements outlined in the SOW. Therefore, the following information regarding referenced project(s) and required experience must be provided, as applicable:

- a) The specific role the Consultant performed on the referenced project, a description of the role, to whom the Consultant reported to (name and project title) and the duration of the assignment, and;
  - b) The total One-Time Project cost, and;
  - c) *When referencing State of California IT projects*, the highest project criticality rating assigned by the California Department of Technology, during the duration of the assignment.
5. A copy of one (1) project management work product which the proposed Consultant was responsible for developing, and that was delivered to and accepted by a prior client; *the work product must be something other than a project schedule*. **Note:** If necessary, proprietary, secured and/or sensitive information may be redacted. However, the documentation must provide enough detail to assist the State in assessing the proposed Consultant’s experience in preparing and delivering this type of documentation. (See Section C. Disposition of Bids, and Exhibit A - Scope of Work, Subsection 4.1 Mandatory Qualifications, Skills and Experience (qualification #4), of this RFO.).

6. Customer References – Provide three (3) customer references for the Contractor and the proposed Consultant, for whom services have been performed, similar in scope and complexity to the services described in Exhibit A - SOW. Reference information must include company/agency name and address, contact representative name and title, contact telephone number, and a description of the work performed (including project name(s), assigned role(s), dates of service and value or cost of services). The SOS reserves the right to contact references prior to contract award.
7. Attachment C – California Civil Rights Laws Certification (CA form DGS OLS 04). The Offeror must complete and sign a DGS OLS 04 certification form as identified in Attachment C and submit the completed form along with their response to this RFO. Please see Attachment C for further information regarding this requirement. Failure to complete and return Attachment C with the offer will cause the offer to be deemed non-responsive.
8. A copy of the Contractor's entire [current] CMAS Agreement, plus supplements, including the CMAS price listing and the Payee Data Record (STD. 204). **The job title/classification for the proposed Consultant will be verified from the approved list in the CMAS Agreement, including quoted rate as applicable.** If a Base GSA Schedule is associated with the CMAS, the schedule will be verified to be current and available using the Federal GSA eLibrary online database.
9. Declaration Forms and Commercially Useful Function (CUF) Questionnaire
  - a. GSPD-05-105 – Bidder Declaration (written)
  - b. STD 843 – DVBE Declaration (if applicable)
  - c. Attachment D - Commercially Useful Function (CUF) Questionnaire (if applicable)

Declaration Form(s) Instructions:

- All contractors responding to a Request for Offer (RFO) must complete the Bidder Declaration GSPD-05-105 and include it with the RFO response. When completing the declaration, contractors responding to the RFO must identify all subcontractors proposed for participation in the contract. Contractors awarded a contract as a result of an RFO are contractually obligated to use the subcontractors for the corresponding work identified unless the State agrees to a substitution and it is incorporated by an amendment to the contract. Bidder Declaration form GSPD-05-105 can be searched and located here for a downloadable version of this document: <https://www.dgs.ca.gov/PD/Forms>
- Contractors responding to a RFO who have been certified by California as a DVBE (or who are offering rental equipment and have obtained the participation of subcontractors certified by California as a DVBE) must also submit a completed form(s) STD. 843 (Disabled Veteran Business Enterprise Declaration) with their response to the RFO. All disabled veteran owners and disabled veteran managers of the DVBE(s) must sign the form(s). Should the form not be included with the RFO, contact the State contracting official or obtain a copy at the following website: <https://www.dgs.ca.gov/PD/Forms>

- Pursuant to State Contracting Manual (SCM) Vol. 3, Section 3.2.6, in accordance with Government Code § 14837 and Military and Veterans Code § 999, all Small Business (SB) and Disabled Veteran Business Enterprise (DVBE) contractors, subcontractors and suppliers that bid on or participate in a State contract, regardless of being a verbal or written solicitation, must perform a Commercially Useful Function (CUF). Therefore, all Bidders using contractors/subcontractors that are certified **SB** and/or **DVBE**, as applicable, **named in the Bidder Declaration (GSPD 05-105)** must complete a CUF Questionnaire as identified in Attachment D (for each SB and DVBE named) and submit the completed questionnaire(s) with the bidder's response. Further information regarding CUF compliance can be reviewed here: <https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Commercially-Useful-Function-for-Certified-Firms>

10. If applicable, copy of Small Business Certification.

11. If applicable, copy of Disabled Veteran Business Enterprise self-certification or identification of, and tasks/percentages, for disabled veteran business enterprise subcontractor(s).

## **B. REVIEW CRITERIA**

At the State's option prior to award, Contractors responding to a RFO may be required to submit additional written clarifying information. Failure to submit the requested written information as specified may be grounds for offer rejection.

The contract award will be based on best value, and not necessarily lowest price, as determined by SOS. The best value criteria used to evaluate offers will include the following:

- Technical Skills and Knowledge;
- Experience (length and depth of experience in performing duties comparable to those required in the SOW) as demonstrated in the Offeror's response to the RFO and Consultant resume, supported by staff experience worksheet and requested documentation; and
- Cost/Hourly rate

The Secretary of State reserves the right to interview the proposed Consultant prior to contract award.

## **C. DISPOSITION OF BIDS**

- 1) Upon review of the offers received and subsequent Contract Award, all documents submitted in response to this RFO shall become the property of the State of California and shall be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.), thereby subject to review by the public.
- 2) Submitting documents in the offer that are marked as "Confidential", "Proprietary" or similarly labeled and/or appear to contain sensitive information, that at the State's discretion, may be considered an information security issue; therefore, may be grounds for the offer being deemed non-responsive and the offer rejected. Offers rejected for this purpose will have all pages which contain such labels or information destroyed prior to Award of the contract pursuant to this RFO.

## Exhibit A

### SCOPE OF WORK

The California Secretary of State (SOS) is seeking a Solution Implementation Manager consultant for the SOS California Automated Lobbying and Campaign Contribution and Expenditure Search (CAL-ACCESS) Replacement System (CARS) Project. Hereinafter, "Contractor" refers to the firm that provides the Solution Implementation Manager consultant and "Consultant" refers to the individual proposed by the Contractor and selected by SOS to perform the services detailed in this Scope of Work (SOW).

#### **1.0 GENERAL**

The Contractor shall provide one (1) full-time consultant to serve as the Solution Implementation Manager for the CARS Project, a medium complexity, mid-level information technology project at the SOS's office involving information system development, integration, data conversion and deployment. This SOW is for a time and materials contract.

The SOS plans to engage separate consultants/contractors for Project Management, Security (including Payment Card Industry Data Security Standards), Systems Integration, Independent Verification and Validation, Test Management and Organizational Change Management. Contractors who are awarded one of these contracts may be prohibited by conflict of interest guidelines or other State policies from engaging in other contracts related to this project; however, vendors may submit proposals in response to some or all of these engagements to ensure maximum opportunity to compete and participate in this project.

The Contractor must sign the State of California specified Confidentiality Agreement upon award of contract.

#### **2.0 BACKGROUND**

In 1974, California voters overwhelmingly approved Proposition 9, the Political Reform Act of 1974 (PRA). The PRA requires the disclosure of campaign contributions and expenditures, and state lobbying financial activity. The PRA, as amended has, among its provisions, the following objectives:

- Providing greater public access to vitally important information
- Gradually eliminating paper filings of campaign finance and lobbying activity statements and reports

The Political Reform Division (PRD) was established within the SOS to serve as the filing office for state-level campaigns and lobbying entities. It administers the state filing requirements as set forth in the PRA. The PRD conducts a broad range of program activities to establish compliance with reporting requirements, and to allow for public access, wide dissemination and analysis of disclosed information.

The California Automated Lobbyist and Campaign Contribution and Expenditure Search System (CAL-ACCESS) was developed to respond to the objectives of the Online Disclosure Act, added to the PRA by Ch. 866, Stats of 1997. CAL-ACCESS is the public's window into

California's campaign disclosure and lobbying financial activity, providing financial information supplied by state candidates, donors, lobbyists, lobbyist employers and others.

CAL-ACCESS, which is mission critical for the SOS administration of the program, is an amalgamation of component applications that were developed at different times using multiple, now obsolete coding languages, platforms, and technologies. The campaign finance and lobbying activity process is a paper/File Transfer Protocol (FTP)/online hybrid model that results in inefficient (often manual) processes, duplicate efforts, sub-optimal data quality, and public disclosure reporting that does not meet the desires of many of PRD's stakeholders. The earliest stages of CAL-ACCESS were developed and deployed in June 2000, and, since that time, more than 1.2 million filings have been submitted by filers.

CAL-ACCESS users and stakeholder groups have identified the following business problems:

- **Program business operations are negatively affected by system design.**  
PRD and stakeholder operations are hindered by technological limitations. The current system design dictates that registration data be entered manually from filer-submitted paper forms, which is time-consuming and subject to human error. Some of the forms submitted by filers are not complete or contain non-standardized data, or inaccuracies, in part because the system lacks data-validation mechanisms and/or is dependent on free-form text fields to capture required data. The time needed to confirm and correct these errors results in delays in compliance and public access to filing information.
- **Program business operations are at risk due to an old, unsupported information technology platform.**  
CAL-ACCESS is an old and fragile system. It is increasingly difficult to find staff or vendor support with the necessary skills to sustain and maintain the system's applications. Additionally, the system is not well documented. It cannot be patched or modified to be more robust or feature laden. The system cannot generally be modified to respond to changes in legal requirements and/or changes to filing processes driven by regulatory or statutory changes, particularly when those changes trigger modifications to the forms used by filers and viewed by the public. On November 30, 2011, CAL-ACCESS became inoperable for four weeks. Recovering from the 2011 outage was complicated by obsolete system architecture, the limited availability of replacement components, and the scarcity of personnel with the necessary technical skills to remedy the problem. The solution that was deployed in response to that emergency allows the system to continue functioning but does little to resolve the underlying issues. The risk of another failure continues to be a significant possibility.
- **PRD and stakeholders have limited information access and reporting capabilities.**  
The system design does not provide user-friendly, intuitive and reliable methods for staff and stakeholders to search for and find information, methods that are widely available with more modern technology. Data cannot always be retrieved in a useful manner, and must often be compiled, analyzed and parsed. The system lacks basic reports for system and program management. Staff cannot run basic queries and there is limited ability to aggregate and report data in a meaningful way using the automation tools available in CAL-ACCESS.

In September of 2016, the Governor approved SB 1349 ([http://www.leginfo.ca.gov/pub/15-16/bill/sen/sb\\_1301-1350/sb\\_1349\\_bill\\_20160815\\_amended\\_asm\\_v95.pdf](http://www.leginfo.ca.gov/pub/15-16/bill/sen/sb_1301-1350/sb_1349_bill_20160815_amended_asm_v95.pdf)). This bill directs the SOS to develop an online, data-driven filing and disclosure system to replace the existing CAL-ACCESS system for use no later than December 2019. The implementation deadline necessitates an expeditious implementation schedule and the bill provides that the information technology procurement requirements described in Chapter 5.6 (commencing with Section 11545) of Part 1 of Division 3 of Title 2 of this code, and in Section 12100 of the Public Contract Code, do not apply to development of the online filing and disclosure system.

The legislation also directs the SOS to consult with stakeholders and hold a public hearing to receive input about developing the online filing and disclosure system and a nonproprietary record format for use by third party vendors to file required statements and reports on behalf of campaign and lobby entities.

More recently, on June 27, 2019, the Governor approved SB 84 which extended the implementation of the new CARS system from December 2019 to February 2021, due to the Presidential Primary Election in March 2020.

## **2.1 Political Reform Division Functions**

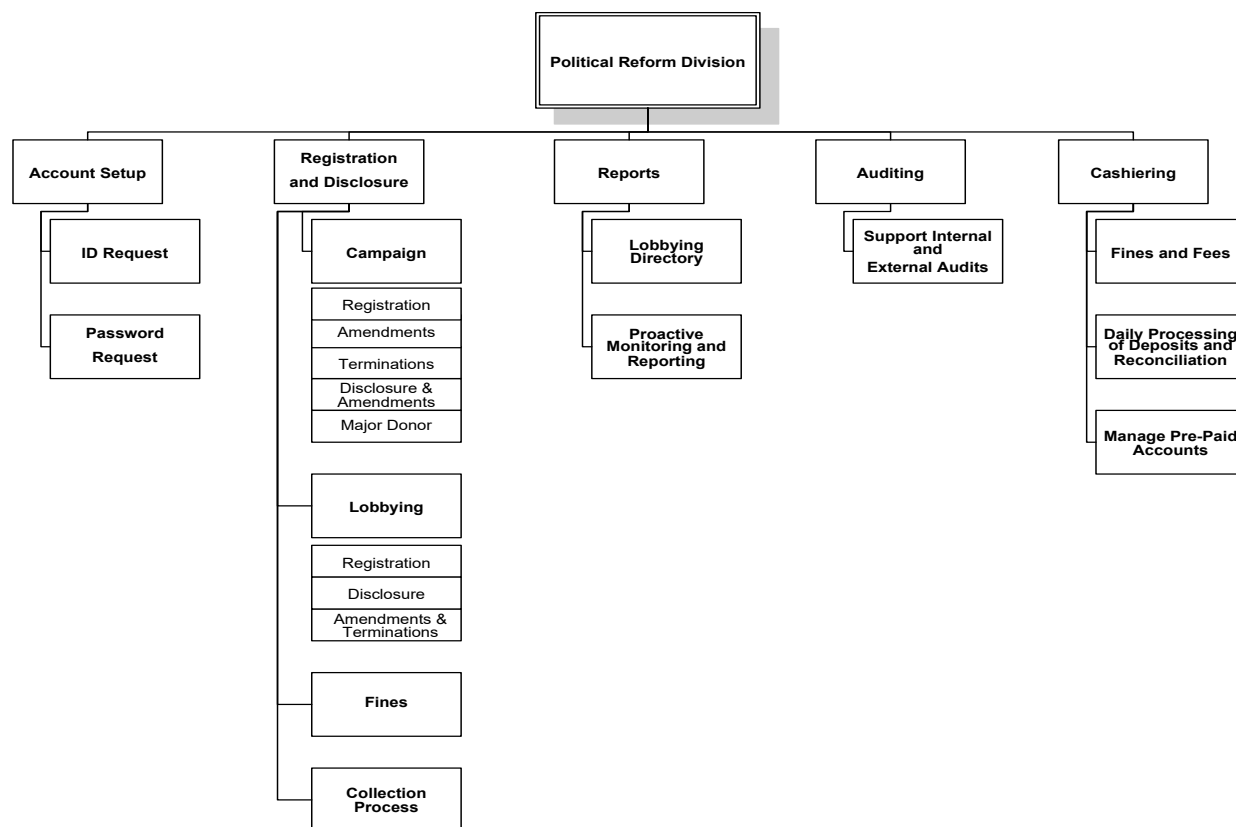
The primary functions of the PRD are:

- Registering, amending registration documents, and terminating state and local campaign committees, state lobbyist employers, and firms
- Accepting mandated financial and activity disclosure filings from state-level candidates, campaign committees and lobbying entities (lobbyists and placement agents, lobbying firms and lobbyist employers)
- Accepting Statements of Intention to seek office from state-level candidates
- Assisting filers
- Reviewing disclosure reports for completeness and timeliness
- Making disclosure documents and political reform information available to the public through the SOS website and through requests for paper documents
- Notifying suspected non-filers of their duty to file
- Assessing and processing financial penalties imposed on committees and lobbying entities for late reporting

To satisfy these purposes, the PRD reviews campaign and lobbying reports and statements for accuracy, compliance, and timeliness. This process is known as "the filing process" and a retained submission is known as a "filing." This information is available upon request to the public, which includes largely the media, campaigns, "watchdog" groups and academics. Specific information is required to be made available online.

The PRD performs a variety of activities in support of the core business functions. The diagram below provides a simple overview, illustrating the business functions of the Political Reform Division.





## 2.2 CARS Project

The CARS Project Charter was adopted December 2016. The development portion of the project was eventually awarded as a deliverables-based contract to a system integrator based on its proposal to modify a sub-contractor's existing product to meet the SOS's system requirements and business rules. The system integrator (SI) was onboarded June 2018 followed by a period of project planning and collaboration with the SOS. The SI is currently working toward the completion of code development and system documentation.

The SOS expects an extended period of User Acceptance Testing as well as extended familiarization and feedback from external stakeholders after completion of development and prior to full system deployment, which is currently targeted for February 2021.

The SOS has engaged the services of additional consultants for assistance with related project activities, including:

- Day-to-day project management
- Conversion and import of legacy data into the new system
- Planning and development of functional and user acceptance testing
- Organizational change management and communications
- Technical environmental support and software quality assurance
- Independent Verification and Validation (IV&V)

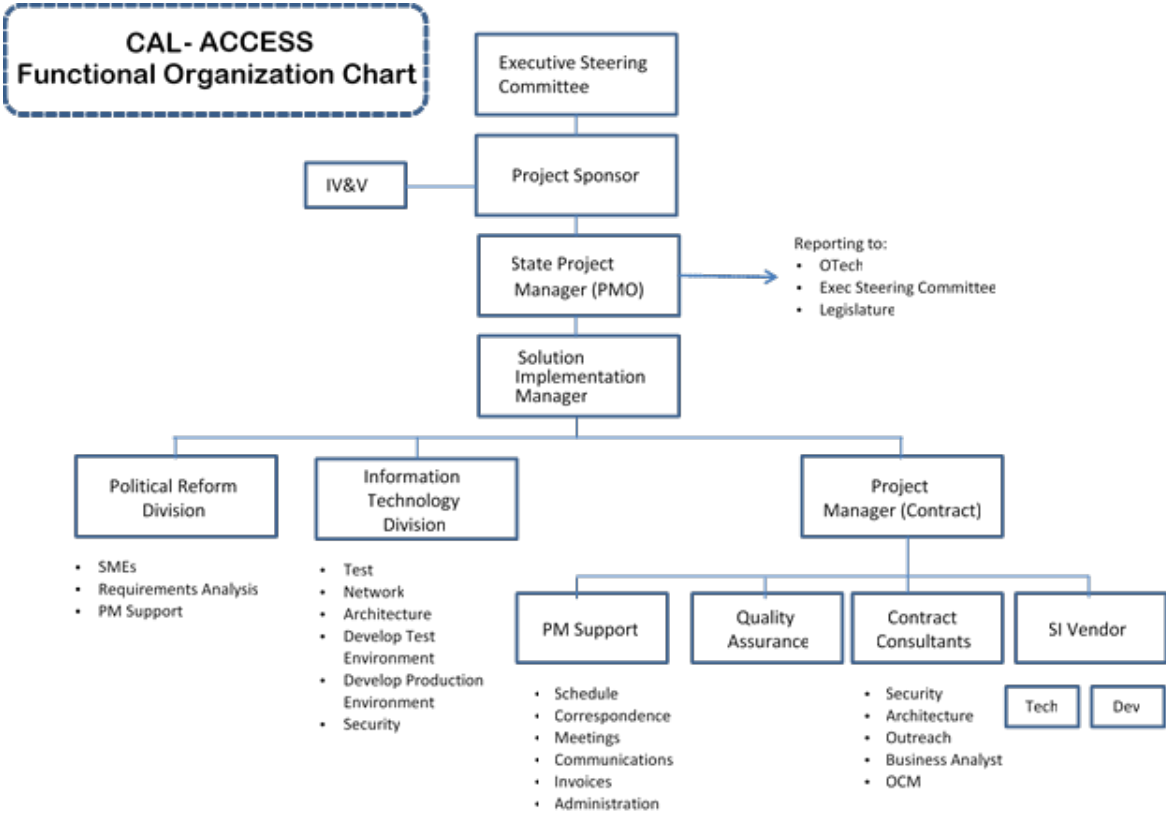
Although excluded from traditional independent project oversight reporting (IPOR) requirements, the SOS has nonetheless engaged the services of an Independent Project Oversight Consultant for quality control purposes.

The CARS Solution Implementation Manager oversees the efforts of all contractors and coordinates resources to ensure that project activities are conducted consistent with the project schedule, comply with project plans and approved processes, and meet SOS, State of California and industry standards.

**3.0 CONTRACTOR RESPONSIBILITIES**

**3.1 Reporting Requirements**

- The Consultant will report directly to the SOS Project Management Office (PMO) Director.
- The Consultant work schedule is anticipated to be 40 hours per week, Monday through Friday, 8:00 am to 5:00 pm, excluding State Holidays. If unanticipated changes in the Consultant approved work schedule are required during the project, the SOS PMO Director will notify the Consultant of the required changes.
- The Consultant will be expected to work on-site during project working hours unless otherwise approved by the SOS PMO Director, or his/her designee. Project working hours may include evenings and weekends. However, hours in excess of 176 per month must be approved by the SOS PMO Director.



**3.2 Responsibilities**

The following is a summary of the CARS Solution Implementation Manager Responsibilities:

- Provides leadership and strategic direction to the CARS Project to ensure project and organizational objectives are accomplished via project management best practices.
- Plans, directs and oversees the project, and ensures deliverables and functionality are achieved as defined in the Project Charter, funding documentation, release planning documents, and subsequent project plans.
- Ensures that mission critical program requirements are properly addressed.
- Reviews and approves the Project Schedule and Master Project Plan as well as changes to those documents.
- Ensures integrity of the change control process by receiving and evaluating formal Change Requests, submitting them to the Change Control Board as warranted, approving Change Requests within authority and otherwise escalating them in accordance with the approved Plan.
- Ensures project budget allocations and expenditures remain on schedule and within budget.
- Has some state signature authority for the CARS Project, including the CARS SI deliverables.
- Reviews invoices and reviews and approves key project deliverables such as planning documents, business requirements, interface specifications, system design and implementation plans.
- Ensures the timely review and, when appropriate, approval of project deliverables in accordance with the approved project plans.
- Ensures effective management of all resources assigned to the project – state, CARS System Integrator (SI) vendor, and consultant staff.
- Reviews and resolves project issues and escalates issue(s) to the Project Sponsor when warranted in accordance with the Issue Management Plan.
- Receives escalated project risks and identifies mitigation strategies or escalates the risk(s) to the State PMO Director, in accordance with the approved Risk Management Plan.
- Responsible for ensuring the project meets its goals and objectives and ensuring that quality management activities are conducted, and that quality measurements are recorded and reported in accordance with the approved Project Quality Management plan.
- Reviews and approves project communications and outreach activities to both internal and external stakeholders in accordance with the approved Communications Management Plan.
- Works with SOS' contracted Project Manager to manage and supervise the CARS SI vendor and a variety of project support contractors.
- Ensures contractor performance; approves work products and deliverables from the CARS Project team, CARS Contractor, Project Support Contractors, and interfacing agencies.
- Ensures that contractor proposals are consistent with State technical, business, and policy requirements.
- Ensures compliance with all applicable State policies, particularly the California Statewide Information Management Manual (SIMM).
- Manages the project in accordance with California Project Management Methodology (CA-PMM) as defined in SIMM, Section 17 – California Project

Management Framework (CA-PMF), supplemented by the Project Management Institute's (PMI) methodology as defined in the Project Management Body of Knowledge (PMBOK®).

- Reviews all prior documentation of the CARS planning efforts including the Stage 1 Business Analysis, the 2008 and 2014 uncirculated Feasibility Study Reports (FSR), and the "as is" and business process modeling and functional/non-functional requirements development done by the business systems analysis team.
- Assists in the development of weekly status reports and project metrics.

#### **4.0 QUALIFICATIONS, SKILLS AND EXPERIENCE**

##### **4.1 Mandatory Qualifications, Skills and Experience**

For the duration of the agreement term, the Contractor shall provide a qualified Solution Implementation Manager consultant to perform the work necessary to accomplish the tasks previously defined. The Consultant must meet **all** of the following mandatory qualifications, skills and experience:

1. At least five (5) years of proven experience on State of California Information Technology (IT) projects\* in a leadership role over multidisciplinary teams that include technical and business staff, and working with consultants and stakeholders (such as agency executives, contract managers and staff, independent vendors, independent project oversight consultants, independent validation and verification consultants, state staff and vendors).
2. At least two (2) years proven experience in the role of a lead Project Manager or Solution Implementation Manager on at least one (1) project\* of similar size, scope and complexity to the CARS Project. The candidate must demonstrate experience in all aspects of managing the referenced project – from project start to finish – even if not all on one project. The Consultant's scope of responsibility for managing a medium to large-scale integration project\* must include supporting efforts to manage a system integration vendor.
3. Proven experience in the development of deliverables on at least two (2) successfully implemented projects\* of similar size, scope and complexity to the CARS Project.
4. Proven experience preparing project plans, schedules, issue and risk management response plans, budget projections and revisions, and other standard project management work products. **Note:** The Contractor must provide a copy of one (1) project management work product (*not including a project schedule*), of which the Consultant was responsible for developing and that was delivered to and accepted by a prior client.
5. At least three (3) years of experience using Microsoft Office suite of productivity tools including Microsoft Project versions 2010 or newer.

##### **4.2 Desirable Qualifications, Skills and Experience**

The following is/are desirable qualifications, skills and experience the Consultant may possess:

1. Possession of a current Project Management Institute (PMI), Project Management Professional (PMP) Certificate. If applicable, a copy of the certificate should be provided to the SOS.
2. At least one (1) year demonstrated experience in agile project management.

**NOTE:** Resume and work history for the proposed Consultant must clearly indicate how the candidate meets the above mandatory, qualifications, skills and experience; resume and work history also should indicate how the candidate meets the above *desirable* qualification(s), as applicable.

In addition, a completed staff experience worksheet must be prepared in accordance with the sample provided titled Attachment B – Staff Experience Worksheet. The worksheet must clearly validate and support the Consultant’s qualifications as described in the resume to each qualification listed above.

\*For qualifications that require specific project experience, the staff experience worksheet must clearly identify the name(s) of project(s) worked on and a description of the services performed that meet the respective experience requirement(s). The information must be detailed and comprehensive enough to permit the SOS to assess the similarity of the project(s) to the experience requirements outlined above. Therefore, the following information regarding the referenced project(s) and required experience must be provided, as applicable:

- a) The specific role the Consultant performed on the referenced project, a description of the role, to whom the Consultant reported to (name and project title) and the duration of the assignment, and;
- b) The total One-Time Project cost, and;
- c) When referencing State of California IT projects, the highest project criticality rating assigned by the California Department of Technology, during the duration of the assignment.

## **5.0 SECURITY AND DATA PROTECTION REQUIREMENTS**

The State must ensure agreements with state and non-state entities include provisions which protect and minimize risk to the state when engaging in the development, use, or maintenance of information systems, products, solutions, or services. To comply with State Administrative Manual (SAM) Section 5305.8, the Contractor must comply with Attachment A – Security and Data Protection.

## **6.0 PROJECT STRUCTURE**

### **6.1 *Period of Performance***

This Contract is *anticipated* to be awarded in January 2020 and projected to continue through the duration of the project, which is expected to be complete no later than June 30, 2021.

## **6.2 SOS Provided Equipment and Facilities**

SOS shall provide one workstation (computer, software, network access) at the SOS office located at 1500 11th Street Sacramento, California for the consultant to work onsite during the work schedule approved by the SOS PMO Director. The networked computer will have Microsoft Windows Explorer, Microsoft Project, Microsoft Office, Microsoft Outlook, and other supporting software installed. All software and equipment usage is restricted to activities specifically related to the performance of this contract. **Please note:** The SOS does not permit outside computers access to the SOS local area network.

## **6.3 Issue Resolution and Escalation**

When a problem or an issue arises, the Contractor will report it immediately to the SOS PMO Director.

## **6.4 Key Contractor Personnel**

The Consultant shall not be changed without the prior written approval of the SOS. If the Consultant is unable to perform due to illness, resignation, or other factors beyond the Contractor's control, the Contractor shall make every reasonable effort to provide suitable replacement staff. The SOS reserves the right to approve or reject the proposed Consultant replacement as appropriate; SOS also reserves the right to the removal of the Consultant from the Project.

- The Contractor must notify the SOS PMO Director of personnel changes, in writing, no later than three (3) State business days of the first known absence or loss of the original resource and provide the resume and staff experience worksheet for the proposed replacement resource. This includes substitutions made between submission of the offer and the actual start of the project, as well as personnel changes that may occur during the contract.
- The proposed replacement Consultant shall meet all of the mandatory qualifications, skills and experience required by this SOW and shall be approved in writing by SOS prior to replacement resource beginning work. The replacement resource must meet, or exceed, the level of technical expertise and/or experience of the original resource. In addition, the proposed replacement Consultant's LPA classification (as applicable) and hourly rate shall be equivalent to the resource being replaced, as set forth in the Contract.
- The SOS shall approve, in advance and in writing, any permanent or temporary changes to the Consultant working on the Project. The SOS shall provide written approval or rejection of the proposed Consultant replacement(s) within ten (10) State business days after receipt of the Contractor's personnel change notification.

**NOTE:** Changes of Contractor staff will require an amendment to the Contract.

## **6.5 Invoices and Payment**

In addition to the invoice and payment provisions contained within the Contractor's Leveraged Procurement Agreement with the Department of General Services (DGS) and the State's Information Technology General Provisions (GSPD-401IT), all invoices

shall be submitted in accordance with the Purchase Order issued for this Agreement. The SOS will pay an invoice only upon satisfactory performance of the agreed upon work that meets all the requirements of the Contract, as follows:

1. The Contractor shall monitor the monthly hours billed to ensure the Consultant effectively meets the needs of the State.
2. The Contractor is to perform all services for SOS on a time and material basis.
3. The Contractor shall submit monthly time reports to the SOS PMO Director for written approval, identifying the Consultant by name, hours worked per day and the tasks performed.
4. Invoices shall be submitted monthly, identifying the Consultant by name, the hourly rate, and the hours worked per day for the given month. **Note:** Time reports, signed by the Contractor and the SOS PMO Director, must be attached to the monthly invoice.
5. Payment shall be based on the rates identified in the completed Exhibit B - COST WORKSHEET provided by the Contractor, and made part of this agreement.
6. Signed approval and acceptance is required from the SOS PMO Director, or their designee, before processing an invoice for payment.
7. Invoices shall be submitted directly to:

California Secretary of State  
ATTENTION: Accounts Payable  
P.O. Box 944260  
Sacramento, CA 94244-2600  
E-mail: [accountspayable@sos.ca.gov](mailto:accountspayable@sos.ca.gov)

#### **6.6 Failure to Perform**

Contractor is responsible for and assumes all liability for performance of this contract and all subcontracts executed pursuant to this contract and hereby agrees to the terms of this contract.

Further, the Contractor assumes full liability for and agrees to reimburse the State for Contractor's or any of Contractor's sub-Contractors' failure to comply with any term or condition of this contract. Contractor will administer subcontracts in accordance with this contract, with any rules and regulations and with any amendments or changes thereto. Contractor agrees that the SOS or its designated agent has full recourse against the Contractor for the failure to perform all or any part of this contract.

Failure to provide acceptable services and perform the responsibilities as assigned in this Scope of Work may subject Contractor to possible delay of payment and/or the SOS pursuing remedies under this contract in accordance with the State's Information Technology General Provisions (GSPD-401IT).

#### **6.7 Standards and Policies**

The Contractor and the Consultant providing services under this Agreement shall adhere to SOS minimum required IT standards, guidelines and policies. In addition, the Contractor and the Consultant are expected to abide by the same standards and policies as SOS staff, including but not limited to Information Security, Internet, Drug-

Free Workplace, and Sexual Harassment Prevention. The following regulations, standards, guidelines and policies serve as the referenced minimum criteria:

- SOS Policies: Political Activities in the Workplace, Email, Internet/Intranet Access and Usage, Drug-Free Workplace, Sexual Harassment Prevention, and Internal Privacy Policy;
- SOS Security Policies; and
- Additional policies as adopted by the SOS during the duration of the contract

The SOS Contract Manager will provide the Contractor copies of all of the SOS policies, which shall be signed by the Contractor and all Consultants providing services under this Agreement and returned to the SOS Contract Manager within five (5) State business days of contract start date.

**7.0 CONTRACT CONTACT INFORMATION**

The project representatives during the term of this agreement will be:

State Agency: Secretary of State	Contractor: <b>TBD</b>
Name: <b>TBD</b>	Name:
Phone:	Phone:

Direct all contract related inquiries to:

State Agency: Secretary of State	Contractor: <b>TBD</b>
Section/Unit: MSD/Business Operations	Section/Unit:
Attention: Contract Services	Attention:
Address: 1500 11th Street, 4 <sup>th</sup> Floor Sacramento CA 95814	Address:
Phone: (916) 653-5974	Phone:
Fax: (916) 653-8324	Fax:
Email: <a href="mailto:contractservices@sos.ca.gov">contractservices@sos.ca.gov</a>	Email:



**Exhibit B**

**COST WORKSHEET**

In accordance with the instructions provided in the Request for Offer (RFO), Section A. Response Guidelines, item #2, the Offeror must complete this cost worksheet and submit with the Offeror's response.

<b>Name of Consultant</b>	<b>CMAS Classification/Job Title<sup>1</sup></b>	<b>Rate Per Hour</b>	<b># of Hours to be worked in SFY* 19/20</b>	<b># of Hours to be worked in SFY* 20/21</b>

\*SFY = State Fiscal Year. This represents the annual time frame beginning July 1 and ending June 30 of each year.

***Please note: Should the SOS amend the awarded agreement, it will be at the rates identified above.***

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<sup>1</sup>The CMAS **classification** or **job title** provided must specifically match a **classification** or **job title** listed in the Offeror's Leveraged Procurement Agreement (LPA) California Multiple Award Schedules (CMAS), Ordering Instructions and Special Provisions section, entitled "Available Products and/or Services".

## Exhibit C

### ADDITIONAL PROVISIONS

1. **Amendments**

In accordance with the Contractor's CMAS Agreement term, the Secretary of State (SOS) reserves the right to amend the scope of work, increase the cost and/or extend the term of the agreement, based upon the SOS's need for completion of services and will be based on the original rate(s) received and identified in the contract.

2. **Solicitation and Contractor's Response**

The Contractor's response to Request for Offer (RFO) #19-019 may be made part of the Agreement. Additionally, RFO #19-019 is hereby incorporated by reference and made part of the Agreement.

3. **Termination**

The contract may be terminated by the State within a 30-day written notification.

4. **Evaluation of Contractor (Applies Only to Consultant Services Contracts)**

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

5. **Incompatible Activities**

SECRETARY OF STATE POLICY REGARDING POLITICAL ACTIVITY IN THE WORKPLACE

The Secretary of State is the state's chief elections officer. It is, therefore, imperative that staff in the Secretary of State's Office, and those who contract with the Secretary of State's Office, refrain from engaging in any political activity that might call into question the office's impartiality with respect to handling election issues. Accordingly, the policy of the Secretary of State's Office with respect to political activity in the workplace, a copy of which will be given to every employee in the Secretary of State's office, is as follows:

- a. No employee of or contractor with the Secretary of State's Office shall engage in political campaign-related activities on state-compensated or federal-compensated time, except as required by official duties, such as answering inquiries from the public. This prohibition shall not apply while an employee is on approved vacation or approved annual leave. This prohibition shall not apply to activities engaged in during the personal time of an employee.
- b. No employee of or contractor with the Secretary of State's Office shall use any state property in connection with political campaign activities. It is strictly prohibited to schedule political campaign-related meetings or to conduct political campaign-related meetings in state office space, even if after normal working hours.
- c. No employee of or contractor with the Secretary of State's Office shall use his or her official status with the Secretary of State's Office to influence political campaign-related activities or to confer support for or indicate opposition to a candidate or measure at any level of government.

- d. No employee of or contractor with the Secretary of State's Office may be involved with political campaign-related telephone calls, letters, meetings or other political campaign-related activities on state-compensated or federal-compensated time. Requests by employees to switch to alternative work schedules, such as 4-10-40 or 9-8-80 work weeks, or to take vacation in order to accommodate political campaign-related activities or to attend political campaign functions, will be judged in the same manner and on the same basis as any other requests of this nature (i.e., existing needs of the office and discretion of the division chiefs).
- e. The receipt or delivery of political campaign contributions or photocopies thereof on state property is strictly prohibited, as is the use of office time or state resources (e.g., intra-office mail or fax machines) to solicit or transmit political campaign contributions.
- f. No employee of or contractor with the Secretary of State's Office may authorize any person to use his or her affiliation with the Secretary of State's Office in an attempt to suggest that the employee's or contractor's support or opposition to a nomination or an election for office or a ballot measure is of an "official," as distinguished from private, character.
- g. No employee of or contractor with the Secretary of State's Office may display political campaign-related buttons, posters, or similar materials in areas visible to individuals who are in public areas of the Secretary of State's Office; nor may an employee of or contractor with the Secretary of State's Office display political campaign-related posters or other materials on windows facing out of the state office building.
- h. No employee of or contractor with the Secretary of State's Office may use official authority or influence for the purpose of interfering with or attempting to affect the results of an election or a nomination for any public office.
- i. No employee of or contractor with the Secretary of State's Office may directly or indirectly coerce or solicit contributions from subordinates in support of or in opposition to an election or nomination for office or a ballot measure.
- j. An employee who is paid either partially or fully with federal funds, including the Help America Vote Act of 2002 (HAVA), is subject to the provisions of the federal Hatch Act, and is, therefore, prohibited from being a candidate for public office in a partisan election, as defined in the federal Hatch Act. However, any employee who is to be paid either partially or fully with funds pursuant to HAVA shall first be consulted about the proposed funding and be informed about the prohibitions of the federal Hatch Act. The employee, whenever possible, shall be given the opportunity to engage in employment that does not involve HAVA funding.
- k. Provisions limiting participation in political campaign-related activities as provided for in this policy statement shall be included in every contract with the Secretary of State's Office.

If you have questions concerning these restrictions, please refer them to your contract manager.

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## Attachment A

### SECURITY AND DATA PROTECTION

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Vendor shall certify to the State compliance with applicable industry standards and guidelines, including but not limited to relevant security provisions of the California State Administrative Manual (SAM), California Statewide Information Management Manual (SIMM), The National Institute of Standards and Technology (NIST) 800-53 v4 and Federal Information Processing Standard (FIPS) Publication 199 which protect and minimize risk to the State. At a minimum, provision shall cover the following:

1. The Vendor assumes responsibility of the confidentiality, integrity and availability of the data under its control. The Vendor shall implement and maintain all appropriate administrative, physical, technical, and procedural safeguards at all times during the term of the Agreement to secure such data from data breach or loss, protect the data and information assets from breaches, introduction of viruses, disabling of devices, malware and other forms of malicious or inadvertent acts that can disrupt the State's access to its data or affects the integrity of that data.
2. Confidential, sensitive or personal information shall be encrypted in accordance with SAM 5350.1 and SIMM 5305-A.
3. The Vendor shall comply with statewide policies and laws regarding the use and protection of information assets and data. Unauthorized use of data by Vendor or third parties is prohibited.
4. Signed Security and Confidentiality Statement for all personnel assigned during the term of the Agreement.
5. Apply security patches and upgrades, and keep virus protection software up-to-date on all information asset on which data may be stored, processed, or transmitted.
6. The Vendor shall notify the State data owner immediately if a security incident involving the information asset occurs.
7. The State data owner shall have the right to participate in the investigation of a security incident involving its data or conduct its own independent investigation. The Vendor shall allow the State reasonable access to security logs, latency statistics, and other related security data that affects this Agreement and the State's data, at no cost to the State.
8. The Vendor shall be responsible for all costs incurred by the State due to security incident resulting from the Vendor's failure to perform or negligent acts of its personnel, and resulting in an unauthorized disclosure, release, access, review, destruction; loss, theft or misuse of an information asset. If the Vendor experiences a loss or breach of data, the Vendor shall immediately report the loss or breach to the State. If the State data owner determines that notice to the individuals whose data has been lost or breached is appropriate, the Vendor will bear any and all costs associated with the notice or any mitigation selected by the data owner. These costs include, but are not limited to, staff time, material costs, postage, media announcements, and other identifiable costs associated with the breach or loss of data.
9. The Vendor shall immediately notify and work cooperatively with the State data owner to respond timely and correctly to public records act requests.
10. The Vendor will dispose of records of State data as instructed by the State during the term of this agreement. No data shall be copied, modified, destroyed or deleted by the Vendor other than for normal operation or maintenance during the Agreement period without prior written notice to and written approval by the State.
11. Remote access to data from outside the territorial United States, including remote access to data by authorized support staff in identified support centers, is prohibited unless approved in advance by the State.
12. The physical location of Vendor's data center where the Data is stored shall be within the territorial United States.

**Attachment B**

**STAFF EXPERIENCE WORKSHEET**

**CAL-ACCESS Replacement System (CARS) Project  
Solution Implementation Manager IT Consulting Services**

In accordance with the RFO, Section A. Response Guidelines, item #4, Offeror must submit with their offer, a completed Staff Experience Worksheet for each proposed Consultant, to validate and support fulfillment of all **mandatory** qualifications, skills and experience defined in the SOW and as stated in Consultant resume(s); worksheet should include desirable qualifications, if applicable. \*For qualifications that specifically require project experience, this worksheet must clearly identify the name(s) of project(s) worked on and a description of the services performed that meet the respective experience requirement(s). (*Attach additional sheets as necessary.*) See example below:

Qualifications, Skills and Experience	Proposed Consultant Name	Resume Reference(s)	Description of Relevant Experience	
			Describe Specific Duties, Activities, Tasks performed (Include Role/Job Title and duration of assignment)	Associated Project Information, as applicable (Include Project Name, project cost, to whom the Consultant reported and their title, and description of project.)
1. At least five (5) years of proven experience on State of California Information Technology (IT) projects* in a leadership role over multidisciplinary teams that include technical and business staff, and working with consultants and stakeholders (such as agency executives, contract managers and staff, independent vendors, independent project oversight consultants, independent validation and verification consultants, state staff and vendors).	John Smith	Page 3, ABC, Inc.	<b>Company/Agency Name:</b> <ABC, Inc.> <b>Role/Job Title:</b> <role/title> <b>Duration of Assignment:</b> <MM/DD/YYYY – MM/DD/YYYY>  Performed <XXX duties and tasks>.	<b>Project Name:</b> <ABC Project> <b>Total One-Time Project Cost:</b> <\$ Amt.> <b>Reported to:</b> <Individual Name, Project Title> <b>Description of Project:</b> <Purpose/Project Goal; <i>if referencing a State of California IT Project</i> , this description should also include the highest project criticality rating assigned by CA Dept. of Technology during the duration of the assignment.>

**Attachment C – California Civil Rights Laws Certification**

STATE OF CALIFORNIA  
**CALIFORNIA CIVIL RIGHTS LAWS ATTACHMENT**  
DGS OLS 04 (Rev. 01/17)

DEPARTMENT OF GENERAL SERVICES  
OFFICE OF LEGAL SERVICES

Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of \$100,000 or above shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

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

**CERTIFICATION**

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Proposer/Bidder Firm Name (Printed)	Federal ID Number
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Executed in the County of	Executed in the State of
Date Executed	

## Attachment D – Commercially Useful Function (CUF) Questionnaire

All Bidders using contractors/subcontractors that are certified Small Business (SB) and/or Disabled Veteran Business Enterprise (DVBE), as applicable, named in the Bidder Declaration (GSPD 05-105) must complete a CUF Questionnaire (for each SB and DVBE named) and submit the completed questionnaire(s) with the bidder’s response. Further information regarding CUF compliance can be reviewed here: <https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Commercially-Useful-Function-for-Certified-Firms>

### Commercially Useful Function (CUF) Questionnaire

All Bidders using Contractors/Subcontractors that are certified Small Business (SB) and Disabled Veteran Business Enterprise (DVBE), as applicable, named in the Bidder Declaration (GSPD 05-105) must include this completed CUF questionnaire with their offer (for each SB and DVBE named).

#### 1. BUSINESS NAME

DOING BUSINESS AS* (DBA) NAME	OSDS REF # (CURRENTLY CERTIFIED FIRMS ONLY)
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#### 2. COMMERCIALLY USEFUL FUNCTION (CUF)

Commercially Useful Function (CUF) is defined in the Military and Veterans Code 999(b)(5)(B) for Disabled Veteran Business Enterprises (DVBEs) and in Government Code 14837(d)(4)(A) for small/microbusiness. CUF applies to suppliers, **whether prime bidders or subcontractors**, who have California certifications for one or more of the socio-economic programs (e.g., small business, DVBE) and requires that they perform a distinct element of the contract work in order to qualify to receive any available bid preference or incentive.

All certified Small Business, Microbusiness, and/or DVBE contractors, subcontractors or suppliers must meet the commercially useful function requirements under Government Code, Section 14837(d)(4) (for SB) and Military and Veterans Code, Section 999(b)(5)(B) (for DVBE).

Answer the following questions as they apply to the business named above when fulfilling a contract or purchase order.

1	Is the business responsible for the execution of a distinct element of the work of the contract or purchase order?	Yes <input type="checkbox"/> No <input type="checkbox"/>
2	Will the business carry out its obligation on a contract or purchase order by actually performing, managing, or supervising the work involved?	Yes <input type="checkbox"/> No <input type="checkbox"/>
3	Will the business perform work on a contract or purchase order that is normal for its business, services and functions?	Yes <input type="checkbox"/> No <input type="checkbox"/>
4	Does the business perform the work themselves, rather than further subcontracting a portion of the work that is greater than would be expected by normal industry practices?	Yes <input type="checkbox"/> No <input type="checkbox"/>
5	Does the business add value by performing the work themselves, rather than being an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of SB and/or DVBE participation?	Yes <input type="checkbox"/> No <input type="checkbox"/>

#### AUTHORIZING SIGNATURE (REQUIRED)

The signatory of this document must be the certified business’ Owner (or Officer in the case of a corporation) and as such, hereby certifies under penalty of perjury under the laws of the State of California that all information provided herein is truthful and accurate.

OWNER’S/OFFICER’S SIGNATURE	DATE
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