



ALEX PADILLA | SECRETARY OF STATE | STATE OF CALIFORNIA
MANAGEMENT SERVICES | CONTRACT SERVICES

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REQUEST FOR OFFER (RFO)

California Business Connect (CBC) Project Independent Verification and Validation (IV&V) IT Consulting Services

RFO #19-025

November 20, 2019

SERVICE REQUESTED:

The Secretary of State's Office (SOS) is soliciting for California Multiple Award Schedule (CMAS) Information Technology (IT) Consulting Services (CMAS Product/Service Code: IT Consult - I V and V) for the acquisition of Independent Verification and Validation (IV&V) services.

The SOS is seeking one (1) or more qualified IV&V Consultants to provide the IV&V services described herein, to support the activities associated with the California Business Connect (CBC) project (Project #0890-047). The CBC Project is a medium criticality 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 CBC Project, Special Project Report (SPR) #3, which was recently approved by the Department of Technology on May 4, 2018. This information is available for public review and downloading at the following online location: <http://www.sos.ca.gov/business-programs/cbc/> .

ANTICIPATED TERM OF SERVICE:

December 2019 through December 30, 2020

LOCATION:

1500 11th Street, Sacramento CA 95814

QUALIFICATIONS, SKILLS, AND EXPERIENCE:

Please refer to Exhibit A – SOW, Section 9 - Qualifications, Skills and Experience, for information regarding the mandatory qualifications, skills and experience. **Note:** Resume(s), staff experience worksheet(s) and work history(ies) of the proposed Consultant(s) must clearly identify the required experience and knowledge.

SUBMISSION INFORMATION:

The response to the Request for Offer (RFO) is due by **Friday, December 6, 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 #19-025
NAME: SECRETARY OF STATE
ATTN: CONTRACT SERVICES
ADDRESS: 1500 11th STREET ROOM 460
SACRAMENTO, CA 95814
FAX: (916) 653-8324
E-MAIL: 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

Event	Date
Release of RFO	November 20, 2019
Due Date for Response to RFO	December 6, 2019, 4:00 p.m.
<i>Anticipated</i> Contract Award	December 16, 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 #19-025
 - 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(s) 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(s) of the proposed Consultant(s) who will perform the work described in Exhibit A – SOW and resume(s) for each Consultant detailing experience which meets the mandatory qualifications, skills and experience identified in the SOW. If more than one (1) Consultant is proposed, the response must identify which candidate is being proposed as the "Lead" Consultant (See Exhibit A – SOW, Section 9. Qualifications, Skills and Experience.) **Note:** If a proposed Consultant possesses any of the *desirable* qualifications, skills and experience, the resume for the proposed Consultant 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 each proposed Consultant, prepared in accordance with the sample provided titled Attachment C – Staff Experience Worksheet. The staff experience worksheet(s) must clearly validate and support the Consultant's qualifications as described in their resume(s), to each of the mandatory (and desirable, if applicable) qualifications, skills and experience identified in the SOW.

For qualifications that specifically require project experience, the staff experience worksheet(s) 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 narrative describing the Contractor's approach and methodologies to be used to accomplish the work detailed in Exhibit A – SOW for the term of the engagement. The narrative should include detailed descriptions of the required qualifications, skills and experience for the proposed Consultant(s) that supports the resume and identifies why

the Consultant(s) is/are qualified for the proposed role and has/have the ability to meet the project goals and State's requirements.

6. Customer References – Provide three (3) customer references for the Contractor and each proposed Consultant, for whom IV&V Consulting 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, dates of service and value or cost of services). The SOS reserves the right to contact references prior to contract award.
7. Attachment D – 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 D and submit the completed form along with their response to this RFO. Please see Attachment D for further information regarding this requirement. Failure to complete and return Attachment D 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(s) will be verified from the approved list in the CMAS Agreement.** 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 E - 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 E (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(s), supported by Staff Experience Worksheet(s); and
- Cost/Hourly rate(s)

The Secretary of State reserves the right to interview the proposed Consultant(s) 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) requires one (1) or more qualified Independent Verification and Validation (IV&V) Consultant(s) to provide IV&V Information Technology (IT) consulting services, by applying State of California IT policies, all applicable Institute of Electrical and Electronics Engineers (IEEE) standards, and applicable industry best practices, to the activities associated with the California Business Connect (CBC) Project (project #0890-047; hereinafter referred to as "Project"). The CBC Project is a medium criticality IT project involving information system development, integration, data conversion and deployment.

"Contractor" refers to the firm that provides the Consultant(s) for IV&V services and "Consultant(s)" refers to the individual(s) proposed by the Contractor and approved by SOS to perform the IV&V services, as detailed in this Scope of Work (SOW).

This SOW is for a time and materials contract and payment for the services performed shall be hourly by Work Authorization.

1. OVERVIEW

This Contract is for the Contractor to provide the Project with IV&V Services for all remaining phases of the Project. The IV&V consulting services shall include all Software Development Lifecycle (SDLC) phases for each line of business:

- Business Entities:
 - Limited Liability Companies
 - Limited Partnerships
 - Corporations (including Foreign Name Registrations, Foreign Associations, and Unincorporated Associations)
- Uniform Commercial Code (UCC)
 - Financing Statements
 - Federal and State Tax Lien Notices
 - Other lien notices including Judgment Liens and Attachment Liens
- Trademarks
 - Trademark Registrations and Change Forms
 - Service Mark Registrations and Change Forms

"Independent" Verification and Validation (IV&V) is the set of verification and validation activities performed by an agency not under the control of the organization developing the software. IV&V services must be provided and managed by an organization technically and managerially independent of the software development project. This independence takes two mandatory forms:

- Technical independence requires the IV&V Contractor not be organizationally involved in the software development or implementation effort, or have participated in the Project's initial planning and/or subsequent design.

- Managerial independence requires the IV&V Contractor to ensure the IV&V effort is vested in an organization departmentally and hierarchically separate from the software development and program management organizations.

2. **PROJECT DESCRIPTION**

The Secretary of State is instrumental in helping establish businesses in California by processing more than 2 million business filings and other customer requests each year.

The Business Programs Division of the Secretary of State's office manages the following business functions:

- Registering and authenticating business entities;
- Enabling banks and lenders to perfect their financial interests in personal property;
- Regulating notaries public;
- Registering trademarks and service marks (collectively "Trademarks");
- Registering business surety bonds; and
- Protecting individual rights by registering domestic partners and advance health care directives.

Business filings provide numerous benefits to individuals, businesses and government agencies, such as providing:

- Evidence of the formation, registration, and modification of domestic and foreign business entities;
- Evidence of the key persons or entities operating corporations and limited liability companies through annual or biennial Statements of Information;
- Evidence of the registration and modification of Trademarks;
- Evidence of personal property lien notices (Uniform Commercial Code and other lien filings) and tax lien notices to secure lien priority;
- Evidence for court cases and law enforcement investigations;
- Information to government agencies for taxing, licensing, and regulatory purposes; and
- Proof of existence or good standing to open bank accounts, obtain financing, obtain licenses, enter into contracts, and conduct other official business in California.

To fulfill these objectives, the Business Programs Division reviews hundreds of thousands of documents for statutory compliance that are submitted by businesses and government agencies for filing each year. This process is known as the "filing process" and a retained submission is known as a "filing." This information is available upon request to California businesses, government agencies and other customers, and specific information is required to be made available online.

Requests are known as “requests for information” or “orders.” California Business Connect will automate these processes and allow for online filings and orders.

The California Business Connect Project has the following business objectives:

2.1 Ensure Secretary of State is compliant with the law and the State Administrative Manual (SAM)

- Make all data from Statements of Information (who is running the business) available online
- Respond to Public Records Act requests within 10 calendar days
- Process payments within one State business day using a secure and PCI compliant system
- Prevent registration of conflicting trademarks

2.2 Enable effective stewardship of records

- Capture 100% of data electronically to process, store, and retrieve records
- Allow system crosschecks and validation of 100% of entered data
- Make data available electronically to government agencies in real time (online when feasible)
- Continue to meet the 2013 Legislative recommendation and Secretary of State goal to reduce and maintain turnaround times for business filings at an average 5 State business days
- Secure back-up of filed information

Note that Notary Public, all Special Filings and all other business filings for business entities not listed above, including General Partnerships, Limited Liability Partnerships, Foreign Partnerships, Brands and Insignias, Surety Bonds, Registrations for domestic partners and advance health care directives, and Government Filings, are out of scope for the California Business Connect Project.

On April 1, 2011, the Department of Technology approved the Feasibility Study Report (FSR) for the California Business Connect Project. Funding for the procurement portion of the project was approved in the Fiscal Year 2011-12 Budget Act. A Special Project Report (SPR) was approved by the Department of Technology on December 17, 2013. A second SPR was approved by the Department of Technology on April 1, 2016. The third SPR (SPR#3) was approved by the Department of Technology on May 4, 2018. SPR#3 sets the project planning and conditions the Secretary of State's office is using to conduct the California Business Connect project. SPR #3 explains the breakdown of the CBC project into 4 modules;

- Module 1: Business Entity Forms,
- Module 2: Trademarks and Service Marks,
- Module 3: Uniform Commercial Code and
- Module 4: Business Entity Features.

Each of the listed modules breaks into 1 or more sub-projects being conducted by the SOS.

3. IV&V ACTIVITY DESCRIPTION

The Contractor shall focus on the IV&V tasks detailed in Table 1: List of Time and Material Tasks (See Section 4. TIME & MATERIAL TASKS, below). The SOS requires all tasks and work products required under the terms of this Contract to be completed and provided to the SOS Contract Manager, or their designee.

Each IV&V report shall include an assessment of the Project deliverables as well as the processes used by the Project to produce the deliverables. When evaluating these Project deliverables, areas to evaluate may include:

- a. Content – In the opinion of IV&V, is the documentation associated with the Project deliverables comprehensive? Do they contain the content they should contain based on IV&V's experience and industry knowledge?
- b. Standards and Best Practices – Does the plan incorporate industry standards and best practices where appropriate?
- c. Quality – Evaluation of the quality of the deliverable.
- d. Quality – Identification of any deficiencies that put the Project at risk and recommendations on how to resolve the deficiency. Justification for each recommendation by evaluating the potential risk to the Project within the context of benefits to be gained vs. effort needed to implement the recommendation (costs, resources, etc.).
- e. Quality - Deficiencies where good practices and processes are not being followed and there is risk to the Project if the deficiency is not resolved. IV&V should also assess whether the team makes measurable progress in resolving deficiencies from prior evaluations.
- f. Identification and recommendation for process improvements, if needed. That is, the Project team may be adhering to defined processes documented in the plan, but, IV&V may identify improvements or changes that may work better after evaluating the processes in production. IV&V should justify the recommendation by evaluating the potential risk to the Project within the context of benefits to be gained vs. effort needed (costs, resources, etc.) of implementing the process improvement.
- g. Other considerations proposed by IV&V - The reports should also contain detailed recommendations specifying what should be done to rectify deficiencies and improve deliverables and processes. Any methodologies or resources recommended should reflect industry standards and be appropriate for the unique circumstances and constraints of the Project. The recommendations should also specify a method of measuring the State's progress against the recommendations. Follow-up and final reports should quantify information on the progress made against the recommendations from the previous review. These should also include any additional and/or modified recommendations. All report findings and recommendations should be historically traceable, with a clear and consistent method of identification/numbers, from the time they are first reported until closure.
- h. It shall be the State's sole determination as to whether an IV&V task and/or work product has been successfully completed and acceptable to the state. Acceptance

shall follow the process outlined in Section 5. ACCEPTANCE CRITERIA AND PERFORMANCE.

4. TIME & MATERIAL TASKS

The following table identifies the time and material tasks and work products required under the terms of this Contract to be completed by the Contractor and provided to the State. The SOS reserves the right to request additional analyses and assessments, as needed; other tasks may be identified during the term of the Contract.

The Contractor may suggest additional tasks and/or the development of additional work products in specific areas. The SOS must authorize the need for any additional work performed and/or work products PRIOR to their development.

Table 1: List of Time and Material Tasks

ID No.	Description of Tasks
IV&V Project Management (Task 1.0)	
1.1	<p>IV&V Management Plan</p> <ul style="list-style-type: none"> • Develop an IV&V Management Plan that describes the activities, personnel, standards, and methodology for conducting the IV&V services. The IV&V Management Plan must be provided within twenty (20) State business days of Contract execution. • Review the IV&V Management Plan quarterly and provide updates to remain in alignment with Project activities and processes.
1.2	<p>IV&V Work Plan</p> <ul style="list-style-type: none"> • Develop a work plan compatible with MS Project that schedules and tracks the IV&V activities, including anticipated delivery dates for all IV&V work products, and that shall integrate with the Project's master schedule. • The IV&V work plan must be developed in accordance with the Project's schedule management plan. The IV&V Work Plan must be provided within twenty (20) State business days of Contract execution. • Provide updates to the SOS Project Director and the Project Scheduler of assigned tasks from the Master Project Schedule for IV&V activities, including anticipated delivery dates for all IV&V work products.

ID No.	Description of Tasks
1.3	<p>IV&V Monthly Activity Reports Provide reports that summarize the results of IV&V tasks performed for the reporting month. These reports may include updates to prior activity reports. Each monthly activity report shall contain:</p> <ol style="list-style-type: none"> a) Activities Completed within the Reporting Period: a description of the IV&V tasks performed and the status of the associated work products. b) Work in Progress: activities and work products currently underway. c) Scheduled Status: compares completed tasks and work products against those scheduled to date, and include explanations of schedule variances, and recommendations for mitigating the variances. d) Work to Be Completed: IV&V activities and work products expected to be completed within the next reporting period. e) Issues, Problems, and Resolutions: includes a summary of anomalies and the resolutions; identification of technical project risks; assessment of software quality processes; and IV&V recommendations.
1.4	<p>Management and Technical Reviews Provide IV&V results at Project defined management and technical reviews.</p> <p>Evaluate review materials, attend events, and provide comments, risks and issues found in the course of the evaluation. It is anticipated these reviews will occur at a rate of one (1) per month. The scope and duration of each review shall be agreed upon in advance by the SOS Project Director, or their designee, and the IV&V Contractor in a Work Authorization prior to beginning work.</p>
Project Approval Lifecycle IV&V (Task 2.0)	
2.1	<p>Solution Alternatives Evaluation (S2AA) Verify the recommended solution for each module and/or sub-project can satisfy user needs and the module and/or sub-project business requirements (user stories) associated with the solution, and supports CBC Project objectives.</p>
2.2	<p>Solicitation Document Review (S3SD)</p> <ul style="list-style-type: none"> • Review and make recommendations on solicitation documents relative to the ability to adequately inform potential Contractors about Project objectives, requirements (user stories), risks, etc. • Verify the evaluation criteria are consistent with Project objectives, metrics based, and clearly articulated in the solicitation documents.

ID No.	Description of Tasks
Support Process IV&V (Task 3.0)	
3.1	<p>Interface with Supporting Processes Coordinate the IV&V effort with the Project’s supporting processes such as risk management, issue management, change control, etc. Identify the data to be exchanged with these processes and document within the IV&V Management Plan.</p>
3.2	<p>Change Management Assessment</p> <ul style="list-style-type: none"> • At the request of the SOS Project Director, or their designee, review and make recommendations on the change management plans and procedures. Verify alignment with Contract terms. • Evaluate proposed changes for effects on the module or sub-project and previously completed activities. Validate the change is consistent with requirements (user stories) and does not adversely affect requirements (user stories) directly or indirectly.
3.3	<p>Configuration Management Assessment At the request of the SOS Project Director, or their designee, review and make recommendations on the configuration management (CM) plans and procedures associated with the development process. Verify all critical development artifacts are maintained under appropriate controls, source and object libraries are maintained for each version, and mechanisms are in place to prevent unauthorized changes.</p>
3.4	<p>Risk Analysis Identify any technical and management risks discovered in the course of any IV&V task and provide recommendations to eliminate, reduce, or mitigate the risk. Identified risks and updates to the risk analysis are to be included in the IV&V Monthly Activity Reports.</p>
3.5	<p>Support Process IV&V Task Reports Provide updates for tasks 3.2 through 3.5 in the IV&V Monthly Activity Report (see ID# 1.3). Include a brief description of the task, the methodology for performing the task, task results, anomalies detected, and any risks or issues identified while executing the task.</p>
Requirements IV&V (Task 4.0)	
4.1	<p>Requirements Management Plan Assessment At the request of the SOS Project Director, or their designee, review and make recommendations on the Project’s plans, processes, procedures and tools for managing requirements (user stories).</p>
4.2	<p>Requirements Evaluation For new or updated requirements (user stories), evaluate for correctness, consistency, completeness, accuracy, readability and testability.</p>

ID No.	Description of Tasks
4.3	<p>Interface Analysis</p> <ul style="list-style-type: none"> • Verify the requirements (user stories) for interfaces with other systems are correct, complete, accurate, and testable. • Verify appropriate relationships are in place with all organizations supporting the interfaces.
4.4	<p>Traceability Analysis</p> <ul style="list-style-type: none"> • Verify requirements (user stories) can be traced through design, code and test artifacts to verify that the module or sub-project system performs as intended and contains no unnecessary elements. Evaluate identified relationships for correctness, consistency, completeness, and accuracy. <p>This task is iterative and anticipated to be repeated as the artifacts from each development phase of each phase are incorporated.</p>
4.5	<p>Security Analysis</p> <ul style="list-style-type: none"> • Working with the SOS Office of Risk Management and the Security contractor, evaluate the requirements (user stories) from a security perspective and assure that potential security risks with respect to confidentiality, integrity, availability, and accountability have been identified. Consider security risks introduced by the module or sub-project system itself as well as those associated with the environment. • Verify the module or sub-project system security requirements (user stories) will mitigate the identified security risks to an acceptable level.
4.6	<p>Requirements IV&V Task Reports</p> <p>Provide updates for tasks 4.1 through 4.5 in the IV&V Monthly Activity Report (see ID# 1.3). Include a brief description of the task, the methodology for performing the task, task results, anomalies detected, and any risks or issues identified while executing the task.</p>
Design IV&V (Task 5.0)	
5.1	<p>System Architecture Design Evaluation</p> <p>Evaluate the module or sub-project system architectural design for correctness, consistency, completeness, and testability.</p>
5.2	<p>Software Design Evaluation</p> <p>Evaluate the software design elements of each module or sub-project for correctness, consistency, completeness, accuracy, readability, and testability.</p>
5.3	<p>Interface Design Evaluation</p> <p>Evaluate the interface designs between module or sub-project system elements and with other systems for correctness, consistency, completeness, accuracy, and testability.</p>

ID No.	Description of Tasks
5.4	<p>Database Design Evaluation</p> <ul style="list-style-type: none"> Evaluate database designs to determine if they meet requirements (user stories) for maintainability, scalability, refreshability, concurrence, normalization, performance and data integrity, and make recommendations to improve data integrity and performance. Review and make recommendations to plans and processes for administering the database, including backup, recovery and performance analysis.
5.5	<p>Security Analysis</p> <ul style="list-style-type: none"> Evaluate module or sub-project system and software designs from a security perspective. Verify identified security requirements (user stories) are adequately addressed in system and software designs. Consider security risks introduced by the module or sub-project system itself as well as those associated with the environment. Verify the identified security threats and vulnerabilities are prevented, controlled or mitigated within the module or sub-project system's design.
5.6	<p>Design IV&V Task Reports</p> <p>Provide updates for tasks 5.1 through 5.5 in the IV&V Monthly Activity Report (see ID# 1.3). Include a brief description of the task, the methodology for performing the task, task results, anomalies detected, and any risks or issues identified while executing the task.</p>
Build IV&V (Task 6.0)	
6.1	<p>Development Process and Product Standards Assessment</p> <p>Review and make recommendations on all defined process and product standards associated with product development. Verify all process definitions and standards are complete, clear, consistent, compatible, up-to-date and readily accessible to project personnel.</p>
6.2	<p>Development Environment and Tools Assessment</p> <p>Evaluate the development environment to determine if its capabilities are adequate to meet development requirements (user stories); is maintainable and upgradeable; and demonstrates a degree of integration compatible with good development.</p>
6.3	<p>System Element Implementation Analysis</p> <ul style="list-style-type: none"> Evaluate module or sub-project system element artifacts to derive an evolving assessment of each module or sub-project system and associated elements for performance and recommend corrective actions to mitigate any projected performance shortfalls.

ID No.	Description of Tasks
6.4	<p>Source Code and Source Code Documentation Evaluation At the request of the Project Director evaluate the source code components and associated documentation for correctness, consistency, completeness, accuracy, readability, and testability. As Custom off the Shelf (COTS) tools are being configured for use to satisfy most modules, the evaluations of source code components and associated documentation would be limited in scope.</p>
6.5	<p>Security Analysis</p> <ul style="list-style-type: none"> • Verify the implementation is completed in accordance with CBC architecture and design, addresses the identified security risks, and that the implementation does not introduce new security risks. • Verify that the identified security threats and vulnerabilities are prevented, controlled, or sufficiently mitigated.
6.6	<p>Build IV&V Task Reports Provide updates for tasks 6.1 through 6.5 in the IV&V Monthly Activity Report (see ID# 1.3). Include a brief description of the task, the methodology for performing the task, task results, anomalies detected, and any risks or issues identified while executing the task.</p>
Test IV&V (Task 7.0)	
7.1	<p>Software Component (Unit) Testing</p> <ul style="list-style-type: none"> • Verify the software component test plans, designs, cases, and procedures conform to the Project-defined test document purpose, format and content. • Validate the software component test plan is traceable to the software requirements (user stories) and design, is consistent, and provides test coverage of all units. • Validate the software component test designs, cases, and procedures are complete, traceable to requirements (user stories), and consistent with the test plan. • Use the software component test results to verify the module or sub-project system satisfies the test acceptance criteria.

ID No.	Description of Tasks
7.2	<p>Software Integration Testing</p> <ul style="list-style-type: none">• Verify the software integration test plans, designs, cases, and procedures conform to the Project-defined test document purpose, format and content.• Validate the software integration test plan is traceable to the software requirements (user stories) and design, is consistent, provides test coverage of software requirements (user stories), contains appropriate test standards and methods and provides conformance to expected results.• Validate the software integration test designs, cases, and procedures are complete, traceable to requirements (user stories), and consistent with the test plan.• Use the software integration test results to verify the module or sub-project system satisfies the test acceptance criteria.
7.3	<p>Software Acceptance Testing</p> <ul style="list-style-type: none">• Verify the software acceptance test plans, designs, cases, and procedures conform to the Project-defined test document purpose, format and content.• Verify the software acceptance test plan addresses test coverage of acceptance requirements (user stories), expected results, and the feasibility of operation and maintenance.• Validate the software acceptance test designs, cases, and procedures are complete, traceable to requirements (user stories), and consistent with the test plan.• Use the software acceptance test results to verify the module or sub-project system satisfies the test acceptance criteria.
7.4	<p>System Integration Testing</p> <ul style="list-style-type: none">• Verify the module or sub-project system integration test plans, designs, cases, and procedures conform to the Project-defined test document purpose, format and content.• Validate the module or sub-project system integration test plan is traceable to the system requirements (user stories), is consistent, provides test coverage of module or sub-project system requirements (user stories), contains appropriate test standards and methods and provides conformance to expected results.• Validate the module or sub-project system integration test designs, cases, and procedures are complete, traceable to requirements (user stories), provides complete coverage, and is consistent with the test plan.• Use the module or sub-project system integration test results to verify the module or sub-project system satisfies the test acceptance criteria.

ID No.	Description of Tasks
7.5	<p>System Acceptance Testing</p> <ul style="list-style-type: none"> • Verify the module or sub-project system acceptance test plans, designs, cases, and procedures conform to the Project-defined test document purpose, format and content. • Verify the module or sub-project system acceptance test plan addresses test coverage of acceptance requirements (user stories), expected results, and the feasibility of operation and maintenance. • Validate the module or sub-project system acceptance test designs, cases, and procedures are complete, traceable to the module or sub-project system requirements (user stories), and consistent with the test plan. • Use the module or sub-project system acceptance test results to verify the module or sub-project system satisfies the test acceptance criteria.
7.6	<p>Security Analysis</p> <ul style="list-style-type: none"> • Verify the implemented module or sub-project system does not increase the security risk. • Verify the identified security threats and vulnerabilities are prevented, controlled, or mitigated.
7.7	<p>Test IV&V Task Reports</p> <p>Provide updates for tasks 7.1 through 7.6 in the IV&V Monthly Activity Report (see ID# 1.3). Include a brief description of the task, the methodology for performing the task, task results, anomalies detected, and any risks or issues identified while executing the task.</p>
Deployment IV&V (Task 8.0)	
8.1	<p>Organizational Change Management (OCM) Assessment</p> <ul style="list-style-type: none"> • At the request of the SOS Project Director, or their designee, review and make recommendations on the OCM plans and procedures. Verify the plan has the strategy, management backing, resources, skills and incentives necessary for effective change. • Verify resistance to change is anticipated and prepared for at each step and has the appropriate leadership.

ID No.	Description of Tasks
8.2	<p>Transition Strategy Evaluation Verify the transition strategy has a defined approach to establishing the module or sub-project system in the operational environment that is consistent with requirements. Verify the transition strategy is comprehensive and includes the following:</p> <ul style="list-style-type: none"> a) All the module or sub-project system parts and the module or sub-project system whole are included. b) Transition schedule and sequence. c) Identification of transition tools, equipment and instructions. d) Archiving module or sub-project system artifacts, such as documentation and code. e) Impact to interfacing systems in terms of transition timing and transition impacts. f) Continuity of capabilities when replacing or upgrading a legacy system. g) Site preparation for installation and legacy system retirement, storage, and/or incorporation. h) Provisions for documentation of the process results. i) A fallback or back-out plan in case of unsuccessful transition and other risk mitigation considerations.
8.3	<p>Data Conversion Assessment Review and make recommendations on the data conversion plans, procedures and tools relative to making the conversion process more efficient and on maintaining the integrity of the data during conversion. Verify procedures are being followed to review the converted data for accuracy and completeness, and data clean-up activities are performed.</p>
8.4	<p>User Training Assessment Review and make recommendations on the training provided to module or sub-project system users. Verify the training provided is directly related to the business process and required job skills, and materials are user-friendly. Verify the training's effectiveness is evaluated and monitored.</p>
8.5	<p>Installation Configuration Audit</p> <ul style="list-style-type: none"> • Validate all software products required to correctly install and operate the software are present in the installation package. • Verify supplied values for all site-dependent parameters or conditions are correct.
8.6	<p>Operational Readiness Assessment</p> <ul style="list-style-type: none"> • Evaluate operational readiness by analyzing installation and checkout data, test results and documented anomalies, risks, and issues. • Verify the complete installation of required installation items. Verify the module or sub-project system components initialize, execute, and terminate as specified.

ID No.	Description of Tasks
8.7	<p>Security Analysis</p> <ul style="list-style-type: none"> • Verify that the installed module or sub-project system does not introduce new or increased vulnerabilities or security risks. • Verify the identified security threats and vulnerabilities are prevented, controlled, or mitigated.
8.8	<p>Deployment IV&V Task Reports</p> <p>Provide updates for tasks 8.1 through 8.7 in the IV&V Monthly Activity Report (see ID# 1.3). Include a brief description of the task, the methodology for performing the task, task results, anomalies detected, and any risks or issues identified while executing the task.</p>
<p>Post-Deployment IV&V (Task 9.0)</p>	
9.1	<p>Operations and Maintenance Procedures Assessment</p> <p>Evaluate the operational procedures to verify conformance to the operational requirements and consistency with the user documentation.</p>
9.2	<p>Post-Deployment IV&V Task Reports</p> <p>Provide updates for tasks 9.1 in the IV&V Monthly Activity Report (see ID # 1.3). Include a brief description of the task, the methodology for performing the task, task results, anomalies detected, and any risks or issues identified while executing the task.</p>
<p>Project Closure (Task 10.0)</p>	
10.1	<p>System Acceptance Report</p> <p>Prepare recommendations concerning module or sub-project system acceptance, including an assessment of the software quality and the conformance to the module or sub-project system requirements.</p>
10.2	<p>Final IV&V Report</p> <p>Develop a Final IV&V Report that summarizes the IV&V activities, tasks, results, anomalies and dispositions, and provides an evaluation of the overall module or sub-project system quality. The report shall also include an assessment of the module or sub-project system robustness and potential weak points within the architecture, make recommendations where the module or sub-project system, hardware, software, interfaces, and documentation could be improved, and specify technical lessons learned for inclusion in the Post Implementation Evaluation Report (PIER).</p>

ID No.	Description of Tasks
Ad hoc Assessments (Task 11.0)	
11.1	<p>Ad hoc Assessments</p> <ol style="list-style-type: none"> 1. It is anticipated that the IV&V Consultant(s) will spend up to forty (40) hours per month to perform as-needed tasks (such as contract-related ad hoc issue reports, briefing, presentation, technical assessments, cost estimate validation) to evaluate project components and artifacts outside the scope of other tasks defined in this SOW. 2. Ad hoc Assessment may be requested by the State or recommended by the Contractor. All ad hoc assessments are subject to the Work Authorization process described in Section 11. WORK AUTHORIZATIONS (WA).
11.2	<p>Ad hoc Assessment Task Reports</p> <p>Provide updates for tasks 11.1 in the IV&V Monthly Activity Report (see ID # 1.3). Include a brief description of the task, the methodology for performing the task, task results, anomalies detected, and any risks or issues identified while executing the task.</p>

5. ACCEPTANCE CRITERIA AND PERFORMANCE

It shall be in the SOS's sole determination as to whether all work performed, including all work products produced by the Contractor as identified in this Contract and/or in a supplemental Work Authorization (WA), has been completed successfully and is acceptable to the SOS. Acceptance criteria shall consist of the following:

- a. For all work and required work products, including Ad hoc Assessments (Task 11.0) as described in Table 1: List of Time and Material Tasks (See Section 4. TIME & MATERIAL TASKS), a WA shall be prepared in accordance with the WA form sample attached (See Attachment B - Work Authorization (WA) and Section 6. WORK AUTHORIZATIONS, below).
- b. The Contractor shall perform the work and meet all time-lines, as agreed in the Contract and/or in approved WA's.

Should the work performed, or the products produced by the Contractor fail to meet the State conditions, requirements, specifications, acceptance criteria, guidelines, or other applicable standards, the following resolution process will be employed, except as superseded by other binding processes:

1. The SOS shall notify the Contractor in writing within ten (10) State business days after completion of each phase of service of any acceptance problems by identifying the specific inadequacies and/or failures in the services performed and/or the products produced by the Contractor. The costs related to rework of unacceptable work products **shall not** be billed to the SOS.

2. The Contractor shall, within five (5) State business days after initial problem notification, respond to the SOS by submitting a detailed explanation describing precisely how the identified services and/or products actually adhere to and satisfy all applicable requirements, and/or a proposed corrective action plan to address the specific inadequacies and/or failures in the identified services and/or products. Failure by the Contractor to respond to the SOS's initial problem notification within the required time limits may result in immediate termination of the Contract. In the event of such termination, the SOS shall pay all amounts due the Contractor for all work accepted prior to termination.
3. The State shall, within five (5) State business days after receipt of the Contractor's detailed explanation and/or proposed corrective action plan, notify the Contractor in writing whether it accepts or rejects the explanation and/or plan. If the SOS rejects the explanation and/or plan, the Contractor shall submit a revised corrective action plan within three (3) State business days of notification of rejection. Failure by the Contractor to respond to the SOS's notification of rejection by submitting a revised corrective action plan within the required time limits may result in immediate termination of the Contract. In the event of such termination, the SOS shall pay all amounts due the Contractor for all work accepted prior to termination.
4. The SOS shall, within three (3) State business days of receipt of the revised corrective action plan, notify the Contractor in writing whether it accepts or rejects the revised corrective action plan proposed by the Contractor. Rejection of the revised corrective action plan may result in immediate termination of the Contract. In the event of such termination, the SOS shall pay all amounts due the Contractor for all work accepted prior to termination.

6. WORK AUTHORIZATIONS (WA)

- a. Each WA shall consist of a detailed statement of the purpose, objective, or goals to be undertaken by the Contractor and all information requested to be provided in accordance with Attachment B.
- b. All WA's must be in writing prior to beginning work and signed by the Contractor and the SOS Project Director, or their designee.
- c. The SOS has the right to require the Contractor to stop or suspend work on any WA.
- d. Personnel resources will not be expended (at a cost to the State) on tasks accomplishment in excess of estimated work hours required unless the procedure below is followed:
 1. If, in performance of the work, the Contractor determines that a WA to be performed under this Contract cannot be accomplished within the estimated work hours, the Contractor will immediately notify the SOS in writing of the Contractor's estimate of the work hours which will be required to complete the WA in full. Upon receipt of such notification, the SOS may:
 - Authorize the Contractor to expend the estimated additional work hours or service in excess of the original estimate necessary to accomplish the WA;
 - Terminate the WA; or
 - Alter the scope of the WA in order to define tasks that can be accomplished within the remaining estimated work hours.

The SOS will notify the Contractor in writing of its decision within seven (7) calendar days after receipt of the notification. If notice of the decision is given to proceed via an amended WA signed by the Contractor and SOS, the Contractor may expend the estimated additional work hours for agreed upon services. The SOS agrees to reimburse the Contractor for such additional work hours.

7. CONTRACTOR RESPONSIBILITIES

The following Contractor responsibilities are in addition to the IV&V activities and tasks previously identified:

- a. Any equipment the Contractor deems necessary to perform the duties under this Contract, other than the equipment specified in Section 8.b below, shall be provided by the Contractor at its' own cost.
- b. The Contractor shall designate a primary contact person to whom all Project communications may be addressed and who has the authority to act on all aspects of the services.
- c. If the Contractor use of removable media storage devices (i.e. Universal Serial Bus [USB] thumb drives, disk tapes, micro SD, SD cards, CD/DVD, etc.) is allowed by SOS, all electronic files stored on the removable media storage device used to store State information shall be encrypted using a commercial third-party encryption software. The encryption software shall meet the standards set forth in NIST FIPS 140-2. Information stored on approved removable storage devices shall not be copied to any unencrypted computer (i.e., desktop or laptop) not connected to State network. Any personally identifiable information, personal health information, or other confidential information shall be encrypted when stored on State network file shares or document repositories.
- d. Work with the Project Leadership, and shall coordinate and work closely with all Project staff as necessary, to provide timely and relevant IV&V services.
- e. Retain independence and avoid undue influence by any internal or external entity while advising the Project staff.
- f. Return all Project property, including but not limited to security badges, prior to the Contract term end date.
- g. Provide draft results of work products and incorporate, as appropriate, clarifications that ensure accuracy of findings comments provided by the SOS Contract Manager, or their designee.
- h. Conduct in-person walkthroughs to discuss preliminary and draft results including collaboration on tasks and work products as defined within the approved V&V Plan.
- i. Coordinate with the SOS Contract Manager, or their designee, to identify and address IV&V findings and recommendations.

8. SOS RESPONSIBILITIES

- a. Designate a person to whom all Contractor communication may be addressed, and who has the authority to act on all aspects of the services. This person will review the SOW and associated documents with the Contractor to ensure understanding of the responsibilities of both parties.
- b. SOS shall provide one (1) workstation or laptop for each proposed Consultant (computer, software, and network access), phone equipment, and standard cubicle and/or office working facilities at the Secretary of State office located at 1500 11th Street, Sacramento CA. The networked computer will have Microsoft Windows

Explorer, Microsoft Project, Microsoft Office, and Microsoft Outlook (i.e. standard Department image) and other necessary software as needed. All software and equipment usage is restricted to activities specifically related to the performance of this contract. **Note:** The SOS does not permit outside computers access to the SOS local area network.

- c. Provide access to department staff and management, offices and operation areas, as required, to complete the tasks and activities defined under this Contract.
- d. Provide information regarding the business structure of the Project team, and schedule the availability of the Project personnel for interviews, as required by the Contractor to perform its responsibilities.

9. QUALIFICATIONS, SKILLS AND EXPERIENCE

For the duration of the Contract term, the Contractor shall provide one (1) or more qualified IV&V Consultant(s), with recent and relevant experience, to perform the work necessary to accomplish the tasks and activities described in this SOW. Consultant(s) must meet all Mandatory Qualifications as described herein.

If more than one (1) Consultant is proposed, the Contractor shall provide a Lead Consultant, who will act as the primary Consultant for the services provided under this Agreement. In such case, SOS expects the Lead Consultant will participate in all required Project activities and will review and approve all Work Authorizations prior to submission to the State.

9.1 *Mandatory Qualifications, Skills and Experience*

Each proposed Consultant must meet the following **mandatory** qualifications, skills and experience:

1. A minimum of five (5) years of experience, within the last ten (10) years, providing IV&V services for State government entity projects, including the following tasks (as detailed in Section 4. TIME AND MATERIALS):
 - a. Developing IV&V monthly activity reports
 - b. Conducting risk and issue list reviews
 - c. Performing traceability matrix analysis
 - d. Performing system requirements evaluation
 - e. Conducting system test assessment and verification
 - f. Developing IV&V task reports
2. A minimum of two (2) years of experience working in a technical capacity on IT projects similar in size, scope and complexity to the CBC Project.
3. A minimum of two (2) years of experience providing IV&V services on an Agile Software Development project(s) or utilizing an iterative delivery approach for a project(s) similar in size, scope and complexity to the CBC project.
4. A minimum of five (5) years of experience, within the last ten (10) years, applying working knowledge of the Institute of Electrical and Electronic Engineers (IEEE) Std. 1012 (System and Software Verification and Validation).
5. Possession of a bachelor's degree or equivalent university degree.

9.2 ***Desirable Qualifications, Skills and Experiencing***

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

1. Possession of a current Project Management Institute (PMI), Project Management Professional (PMP) certificate. **Note:** A copy of the valid certificate should be provided to the SOS. *If proposing a team of Consultants (as stated above), this desirable qualification is only applicable to the proposed Lead Consultant.*
2. Experience with projects implementing Tecuity, Inc. and SimpliGov, LLC software.
3. Experience with configuring or using agile development team management and development pipeline toolsets like Microsoft Team Foundation Server, Visual Studio Team Services, Azure DevOps, Jira, Jenkins, or Circle CI.
4. A minimum of five (5) years of experience, within the last ten (10) years, providing IV&V services **for IT projects to California State Departments**, including the following tasks (as detailed in Section 4. TIME AND MATERIALS):
 - a. Developing IV&V monthly activity reports
 - b. Conducting risk and issue list reviews
 - c. Performing traceability matrix analysis
 - d. Performing system requirements evaluation
 - e. Conducting system test assessment and verification
 - f. Developing IV&V task reports

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

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

For qualifications that specifically require project experience, the staff experience worksheet(s) 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 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.

10. PERIOD OF PERFORMANCE

- The Contract is for a period *anticipated* to begin in December 2019 through December 30, 2020.
- The Contractor shall not be authorized to deliver or commence performance of services as described in this SOW until written approval has been obtained from all appropriate parties. Any delivery or performance of service that is commenced prior to the signing of the Contract shall be considered voluntary on the part of the Contractor and non-compensable.

11. WORK LOCATION

- The Contractor shall perform services under this Contract onsite at the SOS office located at 1500 11th Street, Sacramento, California, during regular State business hours (Monday thru Friday, 8:00 AM to 5:00 PM, excluding State holidays), and at all other times as required to successfully provide the services described in this SOW. However, some tasks not requiring interaction with SOS personnel may be performed offsite if preapproved by SOS.
- The Consultant(s) shall work under the general direction of the SOS Project Director, or their designee.

12. PROBLEM ESCALATION

The parties acknowledge and agree that certain technical and project related problems or issues may arise, and that such matters shall be brought to the SOS's attention. Problems or issues shall normally be reported in regular status reports. There may be instances, however, where the severity of the problems justifies escalated reporting. To this extent, the Contractor will determine the level of severity and notify the appropriate SOS personnel. The SOS personnel notified, and the time period taken to report the problem or issue, shall be at a level commensurate with the severity of the problem or issue. The SOS personnel include, but are not limited to, the following:

- First level: SOS Contract Manager, or their designee
- Second level: SOS Project Director, or their designee
- Third level: SOS Project Management Office (PMO) Director, or their designee

13. REPLACEMENT OF CONSULTANT STAFF

The Consultant(s) shall not be changed without the prior written approval of the SOS. If the Consultant(s) is/are 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(s) as appropriate; SOS also reserves the right to the removal of the Consultant(s) from the Project.

1. The Contractor must notify the SOS Contract Manager 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.
2. The proposed replacement Consultant(s) 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.
3. The SOS shall approve, in advance and in writing, any permanent or temporary changes to the Consultant(s) 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.

14. 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. In order to comply with the State Administrative Manual (SAM) Section 5305.8, Contractor must comply with Attachment A - Security and Data Protection.

15. CONTRACTOR PERFORMANCE

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 for IV&V IT consulting services as described herein.

Further, the Contractor assumes full liability for and agrees to reimburse the SOS 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 and identified in this SOW may subject Contractor to possible delay of payment and/or the SOS pursuing remedies under this contract in accordance with the applicable State's General Terms and Conditions.

16. STANDARDS AND POLICIES

The Contractor and the Consultants providing services under this Agreement shall adhere to SOS minimum required IT standards, guidelines and policies. In addition, the Contractor and the Consultants is/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.

17. 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 staff effectively meet the needs of the State.
2. The Contractor is to perform all services for SOS on a time and material basis, hourly by Work Authorization.
3. The Contractor shall submit monthly invoices identifying the task(s) and/or Work Product(s) completed during the prior month, which shall include identifying the Consultant(s) by name, the hourly rate, and the hours worked.
4. 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.
5. Signed approval and acceptance is required from the SOS Project Director, or their designee, before processing an invoice for payment.
6. Invoices shall be submitted directly to:

California Secretary of State
ATTENTION: Accounts Payable
P.O. Box 944260
Sacramento, CA 94244-2600

18. CONTRACT CONTACT INFORMATION

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

State Agency: Secretary of State	Contractor: TBD
Name: TBD	Name:
Phone:	Phone:

Direct all contract related inquiries to:

State Agency: Secretary of State	Contractor: TBD
Section/Unit: Contracts Services	Section/Unit:
Attention:	Attention:
Address: 1500 11th Street, Sacramento CA 95814	Address:
Phone: (916) 653-5974	Phone:
Fax: (916) 653-8324	Fax:
Email: contractservices@sos.ca.gov	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. *(Include additional rows, if needed)*

Name of Consultant(s)	CMAS Classification(s)/Job Title(s)¹	Rate Per Hour	# of Hours to be worked in SFY* 19/20	# of Hours to be worked in SFY* 20/21

*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.

¹The CMAS **classifications** or **job titles** 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**

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) #19-025 may be made part of the Agreement. Additionally, RFO #19-025 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.

Attachment A

SECURITY AND DATA PROTECTION

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
WORK AUTHORIZATION (WA)

WORK AUTHORIZATION NUMBER

PAGE(S)

of

TITLE

TASK SUMMARY (*Brief description of tasks to be performed under work authorization*):

START DATE

COMPLETION DATE

TOTAL ESTIMATED LABOR HOURS

TOTAL ESTIMATED COST

This task will be performed in accordance with the Work Authorization and the provisions of Contract Number ####.

APPROVALS

CONTRACTOR – AUTHORIZED REP (PRINT NAME)

TITLE

SIGNATURE

DATE

SOS PROJECT DIRECTOR (PRINT NAME)

TITLE

SIGNATURE

DATE

Attachment C

STAFF EXPERIENCE WORKSHEET

**California Business Connect (CBC) Project
Independent Verification and Validation (IV&V) Information Technology (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. A minimum of five (5) years of experience, within the last ten (10) years, providing IV&V services for State government entity projects, including the following tasks (as detailed in Section 4. TIME AND MATERIALS): <ul style="list-style-type: none"> a. Developing IV&V monthly activity reports b. Conducting risk and issue list reviews c. Performing traceability matrix analysis d. Performing system requirements evaluation e. Conducting system test assessment and verification f. Developing IV&V task reports 	John Smith	Page 3, ABC, Inc.	Company/Agency Name: <ABC, Inc.> Role/Job Title: <role/title> Duration of Assignment: <MM/DD/YYYY – MM/DD/YYYY> Performed <XXX duties and tasks>.	Project Name: <ABC Project> Total One-Time Project Cost: <\$ Amt.> Reported to: <Individual Name, Project Title> Description of Project: <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 D – 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 E – 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. COMMERCIALY 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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