



BETTY T. YEE
California State Controller

January 8, 2021

INVITATION FOR BID (IFB) EADM90320

DAILY COURIER SERVICES

Bidders are invited to review and respond to the State Controller's Office (SCO) Invitation for Bid (IFB) EADM90320, Daily Courier Services. To submit a bid, the Bidder must comply with the instructions contained in this document as well as with the requirements stated in Sample Contract, Exhibit A, Scope of Work. By submitting a bid, your firm agrees to the terms and conditions stated in this IFB. In the opinion of SCO, this IFB is complete and without need of explanation.

Read the attached document carefully. Please provide your response as indicated in this IFB. Any response received after the date and time indicated in this IFB will not be considered for review.

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

If a discrepancy occurs between the information in the advertisement appearing on the Department of General Services, California State Contracts Register (CSCR) on the Cal eProcure website: <https://caleprocure.ca.gov/pages/Events-BS3/event-search.aspx>, and the information in the herein IFB, the information in the attached IFB shall take precedence.

Note that all contracts entered into with the State of California will include by reference General Terms and Conditions and Contractor Certification Clauses that may be viewed and downloaded at Internet site <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>. If you do not have Internet access, a hard copy can be provided.

Bidders are advised that the Bidder Instructions will apply to this solicitation and may be viewed at downloaded at Internet site: <https://www.dgs.ca.gov/PD/Forms?search=GSPD%20451&topicCategoryFilters=&audienceCategoryFilters=&sort=relevance&activeFilters=&page=1>. If you do not have Internet access, a hard copy can be provided.

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

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

TABLE OF CONTENTS

Sections	Page
A. Description of Services	3
B. Bidder Minimum Qualifications	3
C. Bid Requirements and Information	5
1. Key Action Dates	5
2. Written Questions and Answers	5
3. Submission of Bid	5
4. Evaluation and Selection.....	7
5. Award and Protest	7
6. Disposition of Bids	8
7. Contract Execution and Performance.....	8
D. Participation, Preference, and Incentive Programs	8
1. Disabled Veteran Business Enterprise (DVBE) Program.....	8
2. Disabled Veteran Business Enterprise (DVBE) Incentive	9
3. Small Business (SB) Preference Program.....	9
4. Non-Small Business Preference Request	10
5. Target Area Contract Preference Act (TACPA).....	10
F. Required Attachments	10
Attachment 1, Required Attachment Checklist	11
Attachment 2, Bidder Certification Sheet	12
Attachment 3, Cost Worksheet	14
Attachment 4, Bidder References	15
Attachment 5, Contractor Point of Contact.....	16
Attachment 6, California Civil Rights Laws Certification (DGS OLS 04)	17
Attachment 7, Darfur Contracting Act Certification (DGS PD 1)	18
Attachment 8, Payee Data Record (STD 204)*	19
Attachment 9, Contractor Certification Clauses (CCC 04/2017)*	19
Attachment 10, Bidder Declaration (Written) (GSPD-05-105).....	19
Attachment 11, CA Disabled Veteran Business Enterprise (DVBE) Declarations.....	19
Attachment 12, Target Area Contract Preference Act (STD 830)**	19
Attachment 13, Bidding Preferences and Incentives	20
Attachment 14, Insurance Acknowledgement	21
Attachment 15, Contractor/Consultant Organization Information Security Agreement (ISO-004c)	22
Attachment 16, Contractor/Consultant Confidentiality and Non-Disclosure Acknowledgement (ISO-004b)	24

Sample Standard Contract (STD 213)

- Exhibit A – Scope of Work
- Exhibit A – Attachment 1, Daily Courier Service Schedule
- Exhibit A – Attachment 2, SCO Division Contact Information Sheet
- Exhibit B – Budget Detail and Payment Provisions
- Exhibit B – Attachment 1, Cost Worksheet
- Exhibit C – General Terms and Conditions (GTC 04/2017)***
- Exhibit D – Special Terms and Conditions

*These documents are not required with the Bid package but are required upon award of the Contract.

**Submit only if applicable.

***Incorporated by reference only.

A. Description of Services

The State Controller's Office (SCO) is seeking a contractor to provide three scheduled daily courier service runs, five days a week. The Contractor shall pick-up and deliver SCO interagency mail to and/or from the locations stated on Sample Contract, Exhibit A, Attachment 1, Daily Courier Service Schedule.

See Sample Contract, Exhibit A, Scope of Work for complete description of services.

Contract Term

The term of this contract will be for a period of two years with the option to amend for one additional year, to add funds, update locations, and/or frequency of services as deemed necessary by SCO. The rates quoted on Exhibit B, Attachment 1, Cost Worksheet will not change as a result of any amendment to this contract. This contract may be terminated by SCO with 30 days' written notice to the Contractor.

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

Contract Amount

The Contractor and SCO Representatives are responsible for monitoring the Contract to ensure it does not exceed the maximum amount of the Contract without an executed amendment.

B. Bidder Minimum Qualifications

In order to be responsive to this IFB, the following requirements must be met.

NOTE: These requirements are Mandatory Pass/Fail. Bid Submissions that do not meet Minimum Requirements will be rejected.

Bidder must complete, sign (where applicable), and return all Attachments, including any necessary supporting documentation (references, certifications, licenses, insurance acknowledgement, Secretary of State, etc.) necessary to validate the Bidder's qualifications.

Attachment 2 must be signed by an individual authorized to bind the business contractually and must identify the title or position that the individual holds in the business.

1. Administrative Requirements:

Complete and submit all required Attachments listed on Attachment 1, Required Attachment Checklist.

2. The Bidder shall be a firm that has been in business at least three years within the last five years performing the type of services as those outlined in this IFB for other private, state, or governmental agencies.
3. The Bidder must be located, or have a field office, within 50 miles of the Sacramento metropolitan area.

4. Background Check:

This contract requires the proposed workers performing the services of this IFB to pass a criminal background check. Upon notice of award of this contract, SCO will provide the Contractor all necessary forms and locations for each proposed working individual to complete the background check process. SCO will be responsible for payment of background check fees. Background checks must be completed and passed prior to beginning work on the Contract. If a Contractor's working individual does not pass the criminal background check process, the Contractor must replace the proposed individual with a new candidate. At SCO discretion, SCO may deny award of the Contract subject to failed background checks. Contractors and the individual performing services will be held to the same background check standards as SCO employees.

The Contractor shall ensure that each working individual performing services under the Contract are made aware of, understand, and comply with the provisions of SCO criminal background checks. Any additional or replacement individual added to the Contract will be subject to the same terms.

5. References:

Bidder must provide **three** references, which can attest to the Bidder's experience providing services similar to those identified in this IFB. References must:

- a. Be provided on Attachment 4, Bidder References.
- b. Have contracted with the Bidder for a minimum of one year, within the past three years providing daily courier services.
- c. Of the three required references, include at least one large corporation or a state agency other than SCO. **Bidders cannot list the State Controller's Office as a reference.**

6. Licenses and Certifications:

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

C. Bid Requirements and Information

1. Key Action Dates

Event	Date
IFB available to Prospective Bidders	January 8, 2021
Written Questions Submittal Deadline	January 14, 2021 by 2:00 PM PT*
Written Questions and Answers Released	January 21, 2021
Final Date for Bid Submission	February 1, 2021 by 2:00 PM PT*
Bid Opening	February 2, 2021 at 2:00 PM PT*
Notice of Intent to Award	February 2, 2021
Proposed Award Date	February 9, 2021
Estimated Contract State Date	March 1, 2021

*Pacific Time (PT)

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

2. Written Questions and Answers

- a. Bidders may submit questions for clarification of the content of this IFB to SCOBids@sco.ca.gov and cc admcpu@sco.ca.gov.
- b. Questions must be submitted by the date and time specified in Section C, Bid Requirements and Information, Item 1. Key Action Dates.
- c. Questions and answers will be provided without identifying the submitter. At the sole discretion of SCO, questions may be paraphrased by SCO for clarity.
- d. Questions and Answers will be issued via an addendum to this IFB and posted to Cal eProcure.

3. Submission of Bid

- a. Bidders must submit their bids in PDF to SCOBids@sco.ca.gov with a cc to admcpu@sco.ca.gov by the date and time specified in Section C, Bid Requirements and Information, Item 1. Key Action Dates. All Bids must be submitted in **two** separate emails. Subject line must include the IFB number, Title, and marked Bid or Cost:
 - 1) Email #1 must include Bidders submission with the subject line identifying the submission as "BID".
 - 2) Email #2 must include the Bidder's Cost with the subject line identifying the submission as "COST—DO NOT OPEN." The Cost email shall remain unopened and separate from the sealed Bid email until the public cost opening.

If the Bid is made under a fictitious name or business title, the actual legal name of the Bidder must be provided. Bids not submitted in two separate emails and marked as indicated may be rejected.

- b. All Bids shall include the documents identified in Attachment 1, Required Attachment Checklist. Bids not including the proper "required attachments" may be deemed non-responsive. A non-responsive Bid is one that does not meet the basic bid requirements.
- c. All documents requiring a signature must bear a signature of a person authorized to bind the Bidding firm.
- d. Email Bids to SCOBids@sco.ca.gov with a cc to admcpu@sco.ca.gov by Final Date of Bid Submission identified in Section C, Bid Requirements and Information, Item 1. Key Action Dates.

Bidders must ensure that the email submittal does not exceed a file size of 20 MB and must ensure that their email does not contain zip files or macros, as their email may be undeliverable. THERE ARE NO EXCEPTIONS FOR ACCEPTANCE OF A LATE BID.

- e. Bids must be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and will cause a bid to be rejected.
- f. SCO may reject any or all bids. A bid may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind.
- g. SCO may waive an immaterial deviation in a Bid. SCO waiver of an immaterial deviation shall in no way modify the IFB document or excuse the Bidder from full compliance with all requirements if awarded the Contract.
- h. Costs incurred for developing bids and in anticipation of award of the Contract are entirely the responsibility of the Bidder and shall not be charged to the State of California.
- i. An individual who is authorized to bind the Bidder contractually shall sign the Attachment 2, Bidder Certification Sheet. The signature should indicate the title or position that the individual holds in the firm. An unsigned bid may be rejected.
- j. A bidder may modify a Bid after its submission by withdrawing its original bid and resubmitting a new bid prior to the Bid submission deadline. A Bidder's modification offered in any other manner, oral or written, will not be considered.
- k. A bidder may withdraw its bid by submitting a written withdrawal request to SCO, signed by the Bidder or an authorized agent. A Bidder may thereafter submit a new bid prior to the Bid submission deadline. Bids may not be withdrawn without cause subsequent to bid submission deadline.
- l. SCO may modify the IFB prior to the date fixed for submission of bids by issuing an addendum that shall be posted to Cal eProcure.
- m. SCO reserves the right to reject all bids. The agency is not required to award a contract.
- n. Before submitting a response to this solicitation, bidders should review, correct all errors and confirm compliance with the IFB requirements.
- o. SCO does not accept alternate contract language from a prospective contractor. A bid with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions (GTC 04/2017) are not negotiable.
- p. No oral understanding or agreement shall be binding on either party.

4. Evaluation and Selection

- a. At the time of the Bid opening, each bid will be checked for the presence or absence of required information in conformance with the submission requirements of this IFB.
- b. Due to COVID 19, the Bid opening will occur via Microsoft Teams. All Bidders will be sent an invite to attend via the contacts listed on Attachment 5, Contractor Point of Contact in Bid submission.
- c. To request an invitation to the Bid opening for anyone not bidding or listed on Attachment 5, Contractor Point of Contact, please email request to SCOBids@sco.ca.gov with a cc to admcpu@sco.ca.gov by Final Date of Bid Submission identified in Section C, Bid Requirements and Information, Item 1. Key Action Dates.
- d. Invitations to the Bid opening will be sent as an email meeting notice with the Microsoft Teams link the morning of Bid Opening identified in Section C, Bid Requirements and Information, Item 1. Key Action Dates.
- e. SCO will evaluate each bid to determine its responsiveness to the published requirements.
- f. Bids that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the Bidder, may be rejected.
- g. Award of a contract resulting from this IFB will be based on lowest total cost.

5. Award and Protest

- a. Whenever a contract is awarded under a procedure, which provides for competitive bidding, but the Contract is not to be awarded to the low bidder, the low bidder shall be notified by email, overnight courier, or personal delivery five working days prior to the award of the Contract.
- b. Notice of the proposed award shall be posted in a public place at SCO, 300 Capitol Mall, 15th Floor, Sacramento, CA 95814 for five working days prior to awarding the Contract.
- c. If any bidder, prior to the award of contract, files a written protest with SCO and the Department of General Services (DGS), Office of Legal Services, 707 Third Street, 7th Floor, Suite 7-330, West Sacramento, CA 95605, on the grounds that the (protesting) Bidder is the lowest responsive responsible bidder, the Contract shall not be awarded until either the protest has been withdrawn or DGS has decided the matter.
- d. Within five (5) days after filing the protest, the protesting bidder shall file with DGS, Office of Legal Services and SCO, a detailed written statement specifying the grounds for the protest. The written protest must be sent to DGS, Office of Legal Services, 707 Third Street, 7th Floor, Suite 7-330, West Sacramento, CA 95605. A copy of the detailed written statement must be mailed to SCO, 300 Capitol Mall, Suite 1500, Attention Contracts Office, Sacramento, CA 95814. It is suggested that you submit any protest by certified or registered mail.
- e. Upon resolution of the protest and award of the Contract, Contractor must complete and submit to SCO the Payee Data Record (STD 204), to determine if the Contractor is subject to state income tax withholding pursuant to California Revenue and Taxation Code Sections 18662. This form can be found on the Internet at <http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf>. No payment shall be made unless a completed STD 204 has been returned to SCO.

- f. Upon resolution of the protest and award of the Contract, Contractor must sign and submit to SCO, *page one* of the Contractor Certification Clauses (CCC 04/2017), which can be found on the Internet at <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>. This document is only required if the Bidder has not submitted this form to SCO within the last three years.

6. Disposition of Bids

- a. Upon bid opening, all documents submitted in response to this IFB will become the property of the State of California, and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public.
- b. Bid packages may be returned only at the Bidder's expense, unless such expense is waived by SCO.

7. Contract Execution and Performance

- a. Service shall start on the express date set by SCO and the Contractor, after all approvals have been obtained and the Contract is fully executed. Should the Contractor fail to commence work at the agreed upon time, SCO, upon five days written notice to the Contractor, reserves the right to terminate the Contract. In addition, the Contractor shall be liable to SCO for the difference between Contractor's bid price and the actual cost of performing work by the second lowest bidder or by another contractor.
- b. All performance under the Contract shall be completed on or before the termination date of the Contract.

D. Participation, Preference, and Incentive Programs

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

A Small Business (SB)/Microbusiness (MB) and a Disabled Veteran Business Enterprise (DVBE) must have current and valid certification through the Department of General Services (DGS), Office of Small Business and Disabled Veteran Business Enterprise Certification Services (OSDS). Completed certification applications and required support documents must be submitted to OSDS no later than 5:00 p.m. on the Bid due date and OSDS must be able to approve the application as submitted.

For certification and preference approval process information, contact OSDS by telephone at (916) 375-4940 or access OSDS Internet website at <https://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Office-of-Small-Business-and-Disabled-Veteran-Business-Enterprise/Certification-Program>.

1. Disabled Veteran Business Enterprise (DVBE) Program

The DVBE Participation Program requirements for this solicitation have been waived. However, SCO is committed to achieving legislatively established goals for the participation of DVBEs and seeks to use certified DVBE business whenever possible. Therefore, SCO requests your voluntary participation in reporting any certified DVBEs that will be used in the performance of this Contract.

2. Disabled Veteran Business Enterprise (DVBE) Incentive

Firms voluntarily utilizing DVBE subcontractors can have an incentive applied based on their level of DVBE participation identified in the Bid response, not to exceed five percent. The DVBE Incentive is for bid computation purposes only and is only applied to responsive bids from responsible bidders proposing DVBE participation.

The incentive shall be applied as follows:

DVBE Participation Level	Incentive Applied
1.0 - 1.99%	1%
2.0 – 2.99%	2%
3.0 – 3.99%	3%
4.0 – 4.99%	4%
5.0 OR MORE	5%

- a. The incentive is subject to a minimum of one percent and a maximum of five percent. Bids with DVBE participation of more than five percent will be calculated with a five percent incentive.
- b. The DVBE Incentive is computed from the lowest responsive and responsible bid price.
- c. If the awarded contractor has a certified DVBE perform an element of work for the Contract, within 60 days' of expiration of the Contract, the awarded contractor shall complete and submit to SCO a Prime Contractor's DVBE Subcontracting Report (DGS PD 810P).
- d. The required list of California certified DVBE subcontracts must be provided on Attachment 10 and must include the following: 1) subcontractor name, 2) address, 3) phone number, 4) a description of the work to be performed and/or products supplied, 5) and the dollar amount or percentage of the net bid price (as specified in the solicitation) per subcontractor.

3. Small Business (SB) Preference Program

Current law encourages state departments to first consider a Small Business (SB)/Microbusiness (MB) Enterprise for contracting opportunities. SCO is committed to supporting SB/MB participation in state contracting and seeks to use certified SBs/MBs whenever possible.

Section 14835, et seq., of the California Government Code requires that a five percent preference be given to bidders who certify as a SB/MB. The rules and regulations of this law are contained in Title 2, California Code of Regulations, Section 1896, et seq. A copy of the regulation is available upon request.

The SB/MB Preference may not exceed \$50,000 for any bid. This preference cost adjustment is for bid evaluation purposes only and does not alter the actual cost offered by the Bidder.

4. Non-Small Business Preference Request

A five percent bid preference is available to a non-small business claiming 25 percent California certified small business subcontractor participation. If claiming the non-small business subcontractor preference, the Bid response must include a list of the small business(es) with which you commit to subcontract in an amount of at least 25 percent of the net bid price with one or more California certified small businesses. Each listed certified small business must perform a "commercially useful function" in the performance of the Contract as defined in Government Code Section 14837(d)(4).

The required list of California certified small business subcontracts must be provided on Attachment 10 and must include the following: 1) subcontractor name, 2) address, 3) phone number, 4) a description of the work to be performed and/or products supplied, 5) and the dollar amount or percentage of the net bid price (as specified in the solicitation) per subcontractor.

In granting the Non-Small Business Preference, no bid price will be reduced by more than \$50,000. This preference cost adjustment is for bid evaluation purposes only and does not alter the actual cost offered by the Bidder.

A non-small business is defined as a responsive/responsible bidder that is not certified by the DGS OSDS as a SB/MB enterprise.

5. Target Area Contract Preference Act (TACPA)

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

Bidders desiring to claim Target Area Contract Preferences Act shall complete Attachment 12, STD Form 830 and submit with the Final Bid. Denial of TACPA preference requests is not a basis for rejection of the Bid.

Contracts awarded with applied preference will be monitored throughout the life of the Contract for compliance with statutory, regulatory, and contractual requirements. The State will take appropriate corrective action and apply sanctions as necessary to enforce the preference program.

F. Required Attachments

This bid package requires completion of all Attachments referenced on the required Attachment 1, Required Attachment Checklist. Exclusion of any required attachments may result in bidder's disqualification.

**ATTACHMENT 1
REQUIRED ATTACHMENT CHECKLIST**

Bidder's Name: _____

Please print clearly or type.

A complete bid or bid package will consist of the items identified below.

Complete, sign and date this checklist to confirm the items in your bid. Place a check mark or "X" next to each item that you are submitting to SCO. If a response is missing information required in any of the Attachments, it may be deemed not responsive. Further review is subject to SCO discretion. Return this checklist with your bid package.

<u>Attachment</u>	<u>Attachment Name/Description</u>
_____ Attachment 1	Required Attachment Checklist
_____ Attachment 2	Bidder Certification Sheet
_____ Attachment 3	Cost Worksheet (Submit in a separate email)
_____ Attachment 4	Bidder References
_____ Attachment 5	Contractor Point of Contact
_____ Attachment 6	California Civil Rights Laws Certification (DGS OLS 04)
_____ Attachment 7	Darfur Contracting Act Certification (DGS PD 1)
_____ Attachment 8	Payee Data Record (STD 204)*
_____ Attachment 9	Contractor Certification Clauses (CCC 04/2017)*
_____ Attachment 10	Bidder Declaration (Written) (GSPD-05-105)
_____ Attachment 11	CA Disabled Veteran Business Enterprise (DVBE) Declarations (STD 843)**
_____ Attachment 12	Target Area Contract Preference Act (STD 830)**
_____ Attachment 13	Bidding Preferences and Incentives
_____ Attachment 14	Insurance Acknowledgement
_____ Attachment 15	Contractor/Consultant Organization Information Security Agreement (ISO-004c)
_____ Attachment 16	Contractor/Consultant Confidentiality and Non-Disclosure Acknowledgement (ISO-004b)
_____	Copy of valid California city or county business license (if applicable); or, incorporation documents or letter from the Secretary of State; or, an affidavit that the business is in good standing with the state, province, or country in which business is headquartered.
_____	California Certified Small/Micro Business and/or DVBE Certification* (provide copy)

*These documents are not required with the Bid package but are required upon award of the Contract.

**Only submit if applicable.

Authorized Signature and Title

Date

**ATTACHMENT 2
BIDDER CERTIFICATION SHEET**

Bidder's Name: _____

Please print clearly or type.

Complete and return this attachment with the Bid package. An individual who is authorized to bind the Bidding firm contractually shall sign the IFB Attachment 2, Bidder Certification Sheet. The signature must indicate the title or position that the individual holds in the firm. An unsigned bid may be rejected.

- A. Our all-inclusive cost is submitted as detailed in Attachment 3, Cost Worksheet.
- B. All required attachments are included with this certification sheet.
- C. Our firm has been in business for at least three years within the last five years, routinely performing the type of services as those outlined in this IFB for other public or private entities.
- D. The signature affixed hereon and dated certifies compliance with all the requirements of this bid document. The signature below authorizes the verification of this certification.

An Unsigned Bid/Bidder Certification Sheet May Be Cause for Rejection

1. Company Name	2. Telephone Number ()	2a. Fax Number ()
3. Address		
Indicate your organization type:		
4. <input type="checkbox"/> Sole Proprietorship	5. <input type="checkbox"/> Partnership	6. <input type="checkbox"/> Corporation
Indicate the applicable employee and/or corporation number:		
7. Federal Employee ID No. (FEIN)	8. California Corporation No.	
9. Indicate applicable license and/or certification information:		
10. Bidder's Name (Print)	11. Title	
12. Signature	13. Date	
14. Are you certified with the Department of General Services, Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS) as:		
a. California Small Business Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter certification number: _____	b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter your service code below: _____	
NOTE: A copy of your Certification is required to be included if either of the above items is checked "Yes".		
Date application was submitted to OSDS, if an application is pending:		

Completion Instructions for Bidder Certification Sheet

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

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

**ATTACHMENT 3
 COST WORKSHEET**

Bidder's Name: _____
 Please print clearly or type.

This Attachment must be submitted in a separate email as described in Section C. Bid Requirements and Information, Item 3.A.2. IFB Submission of Bid.

NOTE: The amount of services listed below are only estimates. SCO does not expressly or by implication agree that the actual amount of work will be guaranteed and reserves the right to omit portions of the work as may be deemed necessary or advisable by SCO. However, the actual rates quoted below by the Contractor shall be binding by the Contractor for the term of the Contract. Any amendments to this contract will adhere to rates quoted on the Cost Worksheet.

Rate includes all labor, materials, parking fees, vehicle, fuel, pay all taxes, insurance, licenses, permit fees, and other costs incidental to the work to be performed in accordance with Sample Contract, Exhibit A, Scope of Work at the rates shown below. Any fees or charges not included in the below Rate or Total will not be compensated.

COURIER SERVICES INITIAL TWO YEAR CONTRACT			
SERVICE DESCRIPTION	ESTIMATED # OF DAYS (Per Year)	RATE PER DAY	TOTAL (Estimated # of Days x Rate Per Day)
Year 1 3 Daily Courier Service Runs	260		
Year 2 3 Daily Courier Service Runs	260		
Total Cost for 2 Years of Courier Services			
COURIER SERVICES OPTIONAL ONE YEAR EXTENSION			
SERVICE DESCRIPTION	ESTIMATED # OF DAYS (Per Year)	RATE PER DAY	TOTAL (Estimated # of Days x Rate Per Day)
Optional Year 3 3 Daily Courier Service Runs	260		
Total Cost for 3 Years of Courier Services			

**ATTACHMENT 4
 BIDDER REFERENCES**

Bidder's Name: _____
 Please print clearly or type.

1. Bidder must provide **three** references that attest to the Bidder's experience providing daily courier services.
2. Each reference must have contracted with the Bidder for a minimum of one year providing file box storage and barcoding services.
3. Of the three required references, include at least one large corporation or a state agency other than SCO. **Bidders cannot list the State Controller's Office as a reference.**

REFERENCE 1 (Bidder must not use the same reference more than once.)			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person	Direct Telephone Number		
Contact Person Email			
Dates of Service	Value or Cost of Service		
Brief Description of Service Provided			

REFERENCE 2 (Bidder must not use the same reference more than once.)			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person	Direct Telephone Number		
Contact Person Email			
Dates of Service	Value or Cost of Service		
Brief Description of Service Provided			

REFERENCE 3 (Bidder must not use the same reference more than once.)			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person	Direct Telephone Number		
Contact Person Email			
Dates of Service	Value or Cost of Service		
Brief Description of Service Provided			

**ATTACHMENT 5
 CONTRACTOR POINT OF CONTACT**

Bidder's Name: _____

Please print clearly or type.

The contact person regarding this IFB is:			
Name & Title:			
Address:			
Phone Number:		Fax Number	
Cell Phone Number: (optional)		E-Mail:	
If awarded a contract, the Project Coordinator for services will be:			
Name & Title:			
Address:			
Phone Number:		Fax Number	
Cell Phone Number: (optional)		E-Mail:	
If awarded a contract, direct all contract inquiries to:			
Name & Title:			
Address:			
Phone Number:		Fax Number	
Cell Phone Number: (optional)		E-Mail:	
If awarded a contract, the name of the company officer authorized to sign the contract is:			
Name & Title:			
Address:			

**ATTACHMENT 6
CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION (DGS OLS 04)**

Bidder's Name: _____

Please print clearly or type.

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

- A. CALIFORNIA CIVIL RIGHTS LAWS:** For contracts over \$100,000 executed or renewed after January 1, 2017, the Contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
- B. EMPLOYER DISCRIMINATORY POLICIES:** For contracts over \$100,000 executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (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. <i>Bidder Firm Name (Printed)</i>	<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in the County and State of</i>

**ATTACHMENT 7
 DARFUR CONTRACTING ACT CERTIFICATION (DGS PD 1)**

Pursuant to Public Contract Code (PCC) section 10478, in order for a company to submit a bid or proposal for a State of California agreement for goods or services, the company must certify that it is either a) not a scrutinized company; or b) a scrutinized company that has been granted permission by the Department of General Services to submit a bid or proposal.

Please initial next to only one of the following statements below that applies to your company, and complete and sign the Certification section below.

Our company does not currently have, and we have not had within the previous three years, business activities or other operations outside of the United States.

 Initials

OR

Our company does currently have, or we have had within the previous three years, business activities or other operations outside of the United States, however we certify that we are **not** a "scrutinized company" as defined in Public Contract Code 10476.

 Initials

OR

Our company is a "scrutinized company" as defined in Public Contract Code 10476, but we have received written permission from the Department of General Services to submit a bid or proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.

 Initials

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the prospective company identified below. This certification is made under the laws of the State of California.

<i>Company/Vendor Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County and State of</i>	

**ATTACHMENT 8
PAYEE DATA RECORD (STD 204)***

The fill and print form is available at the link provided below:

<http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf>

*This form is only required should your company be awarded a contract. SCO will request this document at notice of contract award. It is *NOT* necessary to submit Attachment 8 with your response.

**ATTACHMENT 9
CONTRACTOR CERTIFICATION CLAUSES (CCC 04/2017)***

The fill and print form is available at the link provided below:

<https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>

*This form is only required should your company be awarded a contract. SCO will request this document at notice of contract award. It is *NOT* necessary to submit Attachment 9 with your response.

**ATTACHMENT 10
BIDDER DECLARATION (WRITTEN) (GSPD-05-105)**

The fill and print form is available at the link provided below:

[https://www.dgs.ca.gov/sitecore/content/Home/SearchResult?search=bidders declaration](https://www.dgs.ca.gov/sitecore/content/Home/SearchResult?search=bidders%20declaration)

This form **must** be completed and submitted with your bid.

**ATTACHMENT 11
CA DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) DECLARATIONS (STD 843)**

The fill and print form is available at the link provided below:

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

This form **must** be completed if a bidder is a DVBE or subcontracts to a DVBE.

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

The fill and print form is available at the following link:

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

This form must be completed if a bidder is a TACPA or subcontracts to a TACPA.

**Submit only if applicable

**ATTACHMENT 13
BIDDING PREFERENCES AND INCENTIVES**

THE BIDDER MUST COMPLETE ALL SECTIONS BELOW AND SUBMIT WITH THEIR BID.

1. SMALL BUSINESS PREFERENCE:

Bidder must check the appropriate box from the choices below.

- I am a DGS certified Small Business and claim the Small Business Preference.
My DGS Small Business certification number is: _____
- I am not a DGS certified Small Business, but 25% or more of the revenue from the award will go to DGS certified Small Business subcontractors performing a Commercially Useful Function and therefore I am claiming the preference.
Bidder must submit a complete Attachment 10: GSPD 05-105 Bidder Declaration, indicating the percentage of the revenue that will be received by each DGS certified Small Business subcontractor.
- I am not claiming the DGS Small Business Preference.

2. DVBE INCENTIVE:

Bidder must check the appropriate box from the choices below.

- I am a DGS certified DVBE. A copy of my DGS PD 843 form is attached.
- I am not a DGS certified DVBE, but a percentage of the revenue will be going to DGS certified DVBE Subcontractors performing a Commercially Useful Function, and therefore I am claiming the DVBE incentive.
Bidder must submit a complete Attachment 10: GSPD 05-105, Bidder Declaration, indicating the percentage of the revenue that will be received by each DGS certified DVBE subcontractor. Bidder must also submit Attachment 11, DGS PD 843 DVBE Declarations, for each DVBE subcontractor, signed by the DVBE owner/manager.
- I am not claiming the DVBE incentive.

3. TACPA PREFERENCE:

The Bidder shall check the appropriate box from the choices below.

- I am not claiming the TACPA preference.
- I am claiming the TACPA bidding preference.
Bidder must submit Attachment 12: TACPA Preference Request Forms.

Name of Bidder: _____

Signature and Date: _____

**ATTACHMENT 14
INSURANCE ACKNOWLEDGEMENT**

Bidder's Name: _____

Please print clearly or type.

Bidders must submit an acknowledgement of their ability to meet the insurance requirements and certificate(s) of coverage must be provided immediately upon notice of award.

I certify that we can meet the insurance requirements identified in the Sample Contract, Exhibit D, Special Terms and Conditions.

Authorized Signature

Date

Name of Bidder

Name and Title (Please Print)

State of California—Controller's Office

Contractor/Consultant Organization**Information Security Agreement**

ISO-004c (Rev. 2/15)

INFORMATION SECURITY OFFICE

300 Capitol Mall, Suite 603

Sacramento, CA 95814

Form Contact Info. Ph: (916) 445-1720

Email: infosec@sco.ca.gov

Section 1 — Contractor / Consultant Organization Contact Information

Contractor / Consultant Organization Name

Street Address

City

State

Zip Code

Organization Contact Name

Title

Work Phone

Work Email

Section 2 — SCO Contract / Agreement Administrator Information

SCO Division

SCO Contract / Agreement Administrator Name

Title

Work Phone

Work Email Address

Section 3 — SCO Information Security Terms And Conditions

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

General Terms and Conditions:

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

Contractor / Consultant Organization Responsibilities

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

3. The organization shall ensure that only SCO authorized organization employees or agents utilize SCO *information assets*. The organization is solely responsible for ensuring that authorized employees or agents are not security risks, and upon the SCO's request, the organization will provide the SCO with any information reasonably necessary for SCO to evaluate security issues relating to any authorized employee or agent;
4. The organization shall ensure that all authorized organization employees or agents understand and adhere to SCO administrative policy and information security standards;
5. The organization shall immediately notify the SCO of any changes or withdrawals of their employees or agents authorized by the SCO to access or utilize SCO *information assets*;
6. The organization shall ensure that SCO authorized organization employees or agents take all reasonable and appropriate measures to protect the confidentiality, integrity, and availability of SCO *information* classified as confidential or sensitive, or as requiring protection by state or federal statute;
7. The organization shall ensure that SCO authorized organization employees or agents take all reasonable and appropriate measures to protect the confidentiality, integrity and availability of SCO *data processing resources*, specifically:
 - a. The organization and its employees or agents shall only access the SCO's information, network, and network resources through SCO managed data processing resources and network connections;
 - b. The organization and its employees or agents shall not change, modify, delete, or circumvent the configuration of any provided SCO owned or leased data processing equipment without written approval of SCO Information Systems Division management and the SCO Chief Information Security Officer (CISO) or CISO designee;
 - c. The organization and its employees or agents shall not change, modify, delete, or circumvent any SCO required authentication and authorization process without the approval of authorized SCO personnel. All authentication credentials are classified as confidential and must be protected as such;
 - d. The organization and its employees or agents shall not change, modify, remove, or circumvent any SCO required network security controls or protocols without written approval of SCO Information Systems Division management and the SCO Chief Information Security Officer (CISO) or CISO designee;
 - e. The organization and its employees or agents shall only utilize and access SCO managed electronic mail and Internet access services while utilizing SCO provided data processing resources or networks. No organization employee or agent shall connect to, or access, any non-SCO managed resource or service from within the SCO network or via any SCO data processing resource without the approval of SCO Information Systems Division management and the SCO Chief Information Security Officer (CISO) or CISO designee; and,
 - f. All organization data processing resources (e.g., PCs, notebooks, laptops, servers, USB and flash drives, etc.) and other equipment (e.g., cellular phones, personal digital assistants [PDAs], audio or image recorders, etc.) brought into SCO owned or leased facilities by the organization and its employees or agents must be approved by SCO Information Systems Division management and/or the SCO Chief Information Security Officer (CISO) or CISO designee. All organization data processing resources and other equipment must meet SCO information technology and information security acceptable use standards. The use of all organization data processing resources and other equipment must comply with SCO Information Security Standards. No organization data processing resources shall be connected to any SCO network or network resource.
8. The organization and its employees or agents shall immediately notify the SCO Information Security Office, SCO Information Systems Division, and the appropriate SCO contract /agreement administrator of any violation of SCO administrative policy or information security standards; or violation of terms, conditions, or requirements of this agreement; and any actual or suspected information security incident. Information security incidents include, but are not limited to, the following:
 - a. Theft, loss, damage, unauthorized destruction, unauthorized modification, or unintentional or inappropriate release of any SCO information classified as confidential or sensitive retained in electronic, paper, or any other medium;
 - b. Possible acquisition of notice-triggering personal information by unauthorized persons, as defined in California Civil Code 1798.29;
 - c. Deliberate or accidental distribution or release of personal information by the organization, its employee(s), or its agent(s) in a manner not in accordance with SCO administrative policy, SCO information security standards, or state or federal statute.
 - d. Inappropriate use or unauthorized access by the organization, its employee(s), or its agent(s). This includes actions of the organization, its employee(s), or its agent(s) that involve tampering, interference, damage, or unauthorized access to SCO information assets. This includes, but is not limited to, virus attacks, web site defacements, server compromises, and denial of service attacks;

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

Section 4 — Payment of Costs

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

Section 5 — Disclaimer or Warranties

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

Section 6 — Limitation of Liability

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

Section 7 — Term, Termination and Survival

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

Section 8 — Term, Termination and Survival

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

Section 9 — Organization Acknowledgement

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

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

Approval Signatures

Legal Signature

Date

Return completed agreement with original signature to the SCO Information Security Office:

Attn: Adam German
Chief Information Security Officer
300 Capitol Mall, Suite 603
Sacramento, CA 95814

One copy of this agreement should be retained by the responsible SCO Business Division Manager.

One copy of this agreement should be submitted to SCO Contracts and Procurement:

Attn: Sandra Phillimeano
300 Capitol Mall, Suite 1525
Sacramento, CA 95814

State of California—Controller's Office

**CONTRACTOR / CONSULTANT CONFIDENTIALITY
AND NON-DISCLOSURE ACKNOWLEDGEMENT**
ISO-004b (Rev. 02/15)**INFORMATION SECURITY OFFICE**
300 Capitol Mall, Suite 603
Sacramento, CA 95814
Form Contact Info. Ph: (916) 445-1720
Email: infosec@sco.ca.gov**Section 1 — Contractor Information**

Contractor / Consultant Organization Name	Date of Request
Contractor / Consultant Name (First M.I. Last)	Work Phone
Title	Work Email Address

Section 2 — Agreement

As a contractor or consultant of the California State Controller's Office (SCO) you may have access to financial, statistical, personal, or technical information classified as confidential or sensitive by the SCO. In addition you may be authorized access to data processing resources that are created, maintained, or used within the SCO and must be protected. This confidentiality and non-disclosure agreement between you and the SCO is to protect the information assets that may be disclosed to you by the SCO. This Agreement shall be construed under the laws of the State of California.

By signing below I acknowledge that:

1. I will access or use SCO information assets only when relevant and necessary in the ordinary course of performing my authorized official duties conducted on behalf of the organization referenced in this document. I further understand that unauthorized access, attempted access or illegal use of any computer systems, information asset, and/or information of the State of California may be a public offense punishable under Section 502 of the California Penal Code;
2. I will not disclose SCO information classified as confidential or sensitive unless authorized to do so by the SCO;
3. I will immediately notify the SCO Information Security Office; SCO Information Systems Division; and the appropriate SCO contract / agreement administrator of any violation of SCO administrative policy or information security standards; or violation of requirements, terms, or conditions of this agreement; and any actual or suspected information security incidents;
4. I will not disclose, change, modify, delete, or circumvent any SCO required authentication and authorization process without the approval of authorized SCO personnel;
5. I will not change, modify, remove, or circumvent any SCO required security controls or protocols without written approval of SCO Information Systems Division management and the SCO Chief Information Security Officer (CISO) or CISO designee;
6. I will ensure that all data processing resources (i.e., PCs, notebooks, laptops, servers, USB and flash drives, etc.) and other equipment (i.e., cellular phones, personal digital assistants (PDAs), audio or image recorders, etc.) I bring into SCO owned or leased facilities are approved by the SCO, and meet SCO information technology and information security acceptable use standards, and SCO Information Security Policy;
7. I shall only utilize and access SCO managed electronic mail and Internet access services while utilizing SCO provided data processing resources or networks. I will not connect to, or access, any non-SCO managed resource or service from within the SCO network or via any SCO data process resource without the approval of SCO Information Systems Division management and the SCO Chief Information Security Officer (CISO) or CISO designee; and,
8. I will comply with all applicable SCO administrative, technical, and information security policies and standards.

I have read and understand the responsibilities stated above and will comply with the SCO administrative and information security requirements and standards listed on this form. I acknowledge and agree to use SCO information assets in accordance with the terms outlined in this form. I understand that failure to comply with these responsibilities may result in immediate cancellation of authorization to use SCO information assets or disciplinary action in accordance with applicable laws and regulations or civil and criminal prosecution in accordance with applicable statutes.

By signing this form, I acknowledge that I have read, understand and agree to its contents and realize the penalties for non-compliance with its terms.

Section 3 — Approval Signature

Legal Signature

Date

Return completed acknowledgement to the
SCO Information Security Office, 300 Capitol Mall, Suite 603, Sacramento, CA 95814

SCOPE OF WORK

A. Description of Services

The Contractor shall supply all labor, equipment and materials necessary to provide the State Controller's Office (SCO) with three scheduled daily courier service runs, five days a week. SCO will not reimburse the Contractor for any travel or mileage expenses.

Contract Term

The term of this contract will be for a period of two years with the option to amend for one additional year, to add funds, update locations, and/or frequency of services as deemed necessary by SCO. The rates quoted on Exhibit B, Attachment 1, Cost Worksheet will not change as a result of any amendment to this contract. This contract may be terminated by SCO with 30 days' written notice to the Contractor.

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

Contract Amount

The Contractor and the SCO Representatives are responsible for monitoring the Contract to not exceed the maximum amount of the Contract without an executed amendment.

B. Contractor Tasks and Responsibilities

1. Daily Courier Service

Service includes three scheduled daily courier runs, five days a week, as specified in Exhibit A, Attachment 1, Daily Courier Service Schedule. The Contractor shall pick up, deliver, and exchange color-coded bags containing interagency documents. The services include:

a) Pick-Up

Each of the three scheduled daily courier runs begin with the timely pick-up of the color-coded bags at 3301 C Street, in accordance with the schedule on Exhibit A, Attachment 1.

b) Items to be Delivered

Each Division has been assigned a color-coded fabric courier bag, approximately 16" X 18". The bags contain cards on which one side will reflect the division at which it originated, and on the other side the division to which it is being directed. SCO will flip the card prior to the Contractor picking up the color coded bags to reflect the location to which it will be delivered. The labels/name tags must remain in the plastic slip of the assigned color-coded bag to ensure that the mail contained in each bag is received by the proper division. The addresses on the labels/name tags will accurately reflect the delivery location.

TABLE 1.1 - COLOR-CODED BAGS			
BAG COLOR	CODE	DIVISION	LOCATION
Green	SARD/LGPSD	STATE ACCOUNTING AND REPORTING DIVISION (SARD)	3301 C Street, Suite 700; Sacramento, CA 95816
		LOCAL GOVERNMENT PROGRAMS AND SERVICES DIVISION (LGPSD)	
	STO	STATE TREASURER'S OFFICE	915 Capitol Mall, 3rd floor; Sacramento, CA 95814 Teller's Window
Orange	AUDITS	AUDITS DIVISION	3301 C Street, Suite 700; Sacramento, CA 95816
Red	DISB	DISBURSEMENTS	3301 C Street Suite, 700; Sacramento, CA 95816
ALL COLORS	EXEC	EXECUTIVE OFFICE	300 Capitol Mall, Suite 1850; Sacramento, CA 95814 Receptionist
ALL COLORS	DAO	DEPARTMENTAL ACCOUNTING OFFICE	300 Capitol Mall, Suite 1500; Sacramento, CA 95814 Receptionist
Blue	UPD	UNCLAIMED PROPERTY DIVISION	10600 White Rock Road, Bldg A, 1 st Floor, Mailroom, Rancho Cordova, CA 95670

c) Delivery and Exchange

Each delivery, pick-up, and exchange of color-coded bags shall be made timely to each of the addresses listed on Exhibit A, Attachment 1.

d) Locations

The divisions and locations can be found on Table 1.1 – Color Coded Bags or Exhibit A, Attachment 1.

e) Response Time

Services **MUST** occur on a timely basis each workday, in accordance with Exhibit A, Attachment 1 for each of the three Daily Runs.

- i. A timely response time shall be defined as the appearance of a courier at the 3301 C Street within the time schedules stated in Exhibit A, Attachment 1.
- ii. If the courier is not able to arrive to make one or more of the scheduled runs on time, the courier **MUST** advise the SCO Division Contact (Div-Con), (See SCO Division Contact Information Sheet, Exhibit A, Attachment 2 for reference) 30 minutes prior to the scheduled Daily Run.

It is imperative that the Contractor adhere to the time schedule on Exhibit A, Attachment 1 for 3301 C Street. If the Contractor does not appear within 20 minutes of the scheduled delivery time and has not contacted the SCO Div-Con 30 minutes prior to the delayed schedule, damages will be sustained at the rate of \$2.50 per each 20 minute delay and invoices received for work performed with a delayed schedule shall be reduced by \$2.50 per each 20 minute delay.

2. Contractor shall:

- a) Perform services promptly and with diligence, in a competent, safe and professional manner by experienced, properly trained employees. The duties must be in a non-disruptive manner, being considerate of other businesses in the immediate vicinity.
- b) Demonstrate caution to prevent any damage to the facility and the courier item(s). SCO shall not be held liable for any loss or damage sustained by the Contractor in connection with this service.
- c) Provide photo identification for all Courier Staff (CS). CS must display photo identification for verification prior to pick-up and sign the SCO Service Log to confirm receipt of the courier item(s).
- d) Provide a replacement CS available to perform the services in the event the primary CS is unable to complete the services on any given day.
- e) Notify SCO 14 days in advance of changes in CS.
- f) Notify SCO in writing of any changes to the information provided for the contact person responsible for managing this contract. Notification shall include the new address, phone number(s), or any other information deemed important for the functionality of this contract.
- g) Ensure that each of its employees, and any subcontractors, are made aware of, understand, and comply with the provisions of SCO criminal background checks. Any additional or replacement staff added to this contract will be subject to the same terms.
- h) Ensure CS are made aware of and are available to submit to a Live Scan fingerprinting background check through the Department of Justice. The test will be administered by SCO.
- i) Ensure CS are made aware that they may be required to read and/or complete standard SCO documents (i.e., Policy Acknowledgement, Technology Resources, Zero Tolerance for Discrimination, etc.), during the term of the Contract. These additional documents will be presented to the Contractor's staff by SCO.
- j) Provide a written detailed description of the Contractor's security process for pick-up and delivery of courier item(s). The security process shall be mutually agreed upon, and if the Contractor or SCO would like to make change(s) to the security process, the party must notify the other and mutually agree to any changes in writing.
- k) Guarantees that the secured courier item(s) will remain unopened and free from tampering, and will be safely delivered.

- l) Agree that Contractor's custody of courier item(s) begins at pick-up when the CS "sign-for/sign-off" and ends upon the delivery. In the event damage occurs or for whatever reason the Contractor is unable to complete the delivery, the Contractor will contact the SCO Div-Con Contact identified within this Contract and return the courier item(s) to the SCO Div-Con Contact.
- m) Agree all item(s) will be "sign-for/sign-off" when picked-up and/or delivered. This signing process will establish the chain of custody and additionally track and protect SCO courier item(s). The receipt and delivery of the item(s) shall be monitored and accounted for to ensure the item(s) is not lost and the information has not been compromised while in transit.
- n) Keep all SCO related information confidential, including, but not limited to financial, statistical, personal and any other data which becomes available to the Contractor in carrying out this Contract.
- o) Not block in parked vehicles, and will park as directed by the SCO Div-Con or building management. Conform to all zoning requirements including, but not limited to noise.
- p) Provide a well-maintained vehicle, as specified in the vehicle's owner manual for scheduled maintenance, to complete the services of this contract.
- q) Provide immediate vehicle replacement, in the event of mechanical breakdown.
- r) Maintain a vehicle that is securable and capable of protecting items from theft and inclement weather conditions.

C. Work Hours

Services will take place during the business hours of 8:00 AM to 5:00 PM Pacific Time (PT), Monday through Friday. Work will not be performed on weekends or State holidays. A list of holidays which are observed by SCO may be found at the following link:

<http://www.calhr.ca.gov/employees/pages/state-holidays.aspx>.

D. SCO Responsibilities

SCO shall:

1. Provide SCO coordinators to monitor the services provided.
2. Provide the information for the following services:
 - a) Daily Courier Service
 - i. Daily Courier Service Schedule
 - ii. Color-Coded Courier Bags
 - iii. Contact names
 - iv. Contact phone numbers
 - v. Pick-up locations/addresses
 - vi. Delivery locations/addresses

3. Provide the Contractor a minimum of two hours prior notification of any change and/or cancellation at no charge to SCO. SCO reserves the right to add, change, or cancel a scheduled service visit if needed.
4. Provide the Contractor all necessary forms and locations for each CS to complete the background check process. SCO will be responsible for background check fees.
5. Provide the Contractor access to the facility and staff as necessary for the Contractor to complete the tasks and responsibilities identified in this Scope of Work.
6. Be responsible (the Div-Con) for documenting (i.e., inventorying) all documents, property and electronic media that is transported through the courier service on a transmittal form and monitor it to ensure that each shipment is properly, fully and timely received and acknowledged (signed-for/signed-off). All item(s) will be "sign-for/sign-off" when picked-up and/or delivered. This signing process will establish the chain of custody and additionally track and protect SCO courier item(s).
7. Securely package all information assets containing confidential or sensitive information that are transported/shipped to a non-SCO entity or to a destination outside an SCO facility; at a minimum, be securely packaged in a double-sealed conveyance (e.g., bag, envelope, box, container, etc.). The second seal should be appropriately marked with the "unauthorized use" notice and the classification of the information contained on the item(s). The receipt and delivery of the item(s) shall be monitored and accounted for to ensure the item(s) is not lost and the information has not been compromised while in transit. Information assets being transported/shipped for repair, replacement, or disposal shall have all SCO information sanitized from them prior to leaving an SCO facility.
8. Exchange or transfer the confidential or sensitive information through portable information storage devices (e.g., USB/Flash Drives, PDA's, CD-ROMs, DVDs, Tape, etc.) protected by password/PIN access control and encryption when transported outside an SCO facility.
9. Not be obligated to pay for any special fees including, but not limited to, additional delivery fees other than what is specified and agreed upon herein, parking, materials, supplies, consumables such as fuel, lubricants, or transportation repairs including parts and labor necessary for delivery of deposit to the depository.

E. Contact

1. The Project Coordinators for Contract inquires shall be:

State Agency: State Controller's Office		Contractor:	
Section/Unit: Contracts Office			
Name:	Angela Long	Name:	
Address:	300 Capitol Mall, Suite 1525 Sacramento, CA 95814	Address:	
Phone:	(916) 322-8990	Phone:	
E-mail:	Along@sco.ca.gov	Email:	

2. Direct all C Street Pick-Up and Delivery Inquiries to:

State Agency:	State Controller's Office	Contractor:
Section/Unit:	SARD, Administration Section	
Name:		Name:
Address:	3301 C Street, Suite 740 Sacramento, CA 95816	Address:
Phone:		Phone:
E-mail:		Email:

3. Direct all 300 Capitol Mall Pick-Up and Delivery Inquiries to:

State Agency:	State Controller's Office	Contractor:
Section/Unit:	DAO	
Name:		Name:
Address:	300 Capitol Mall, Suite 1500 Sacramento, CA 95814	Address:
Phone:		Phone:
E-mail:		Email:

4. Direct all 10600 White Rock Road Pick-Up and Delivery Inquiries to:

State Agency:	State Controller's Office	Contractor:
Section/Unit:	UPD	
Name:		Name:
Address:	10600 White Rock Road Bldg A, 1 st Floor Mailroom Rancho Cordova, CA 95670	Address:
Phone:		Phone:
E-Mail:		Email:

Contacts may be changed upon written notice to either party without a contract amendment.

DAILY COURIER SERVICE SCHEDULE

DELIVERY RUN #1				
TIME	STOP NUMBER	CODE	DELIVERY ADDRESSES	INSTRUCTIONS
10:05 A.M	1	SARD/ LGPSD	3301 C Street, Suite 700 Bin Number 60	<u>Pick-Up:</u> 1 Green Bag directed to EXEC; 1 Green Bag directed to DAO; 1 Green Bag directed to STO; 2 Orange Bags directed to EXEC and DAO; 1 Red Bag directed to DAO
	2	EXEC	300 Capitol Mall, Suite 1850 Front Counter Receptionist	<u>Pick-Up</u> 1 Blue Bag directed to UPD <u>Exchange</u> 1 Green Bag directed to EXEC; 1 Orange Bag directed to EXEC <i>for</i> 1 Green Bag directed to SARD/LGPSD; 1 Orange Bag directed to SARD/LGPSD
	3	DAO	300 Capitol Mall, Suite 1500 Departmental Accounting Receptionist	<u>Pick-Up</u> 1 Blue Bag directed to UPD and 1 White Envelope directed to STO <u>Exchange</u> 1 Green Bag directed to DAO; 1 Orange Bag directed to DAO; 1 Red Bag directed to DAO <i>for</i> 1 Green Bag directed to SARD/LGPSD; 1 Orange Bag directed to AUDITS; 1 Red Bag directed to DISB
	4	STO	State Treasurer's Office 915 Capitol Mall, 3rd Floor Teller Window	<u>Deliver:</u> 1 White Envelope directed to STO <u>Exchange</u> 1 Green Bag directed to STO <i>for</i> 1 Green Bag directed to SARD/LGPSD
By 11:00 A.M	5	SARD/ LGPSD	3301 C Street, Suite 700 Bin Number 60	<u>Deliver</u> All 3 Green Bags directed to SARD/LGPSD; 2 Orange Bags directed to AUDITS; 1 Red Bag directed to DISB
	6	UPD	10600 White Rock Road, Bldg. A, 1 st Floor, Mailroom, Rancho Cordova	<u>Exchange</u> 2 Blue Bags directed to UPD <i>for</i> 1 Blue Bag directed to EXEC; 1 Blue Bag directed to DAO

DELIVERY RUN #2

1:05 P.M.	1	SARD/ LGPSD	3301 C Street, Suite 700 Bin Number 60	<u>Pick-Up:</u> 1 Green Bag directed to EXEC; 1 Green Bag directed to DAO; 1 Green Bag directed to STO; 2 Orange Bags directed to EXEC and DAO; 1 Red Bag directed to DAO
	2	EXEC	300 Capitol Mall, Suite 1850 Front Counter Receptionist	<u>Exchange</u> 1 Green Bag directed to EXEC; 1 Orange Bag directed to EXEC; 1 Blue Bag directed to EXEC <i>for</i> 1 Green Bag directed to SARD/LGPSD; 1 Orange Bag directed to SARD/LGPSD; 1 Blue Bag directed to UPD
	3	DAO	300 Capitol Mall, Suite 1500 Departmental Accounting Office Receptionist	<u>Exchange</u> 1 Green Bag directed to DAO; 1 Orange Bag directed to DAO; 1 Red Bag directed to DAO; 1 Blue Bag directed to DAO <i>for</i> 1 Green Bag directed to SARD/LGPSD; 1 Orange Bag directed to AUDITS; 1 Red Bag directed to DISB; 1 Blue Bag directed to UPD
	4	STO	State Treasurer's Office 915 Capitol Mall, 3rd Floor Teller Window	<u>Exchange</u> 1 Green Bag directed to STO <i>for</i> 1 Green Bag directed to SARD/LGPSD
By 2:00 P.M.	5	SARD/ LGPSD	3301 C Street, Suite 700 Bin Number 60	<u>Deliver</u> All 3 Green Bags directed to SARD/LGPSD; 2 Orange Bags directed to AUDITS; 1 Red Bag directed to DISB
	6	UPD	10600 White Rock Road, Bldg A, 1 st Floor, Mailroom, Rancho Cordova	<u>Exchange</u> 2 Blue Bags directed to UPD <i>for</i> 1 Blue Bag directed to EXEC; 1 Blue Bag directed to DAO

DELIVERY RUN #3

By 3:05 P.M.	1	SARD/ LGPSD	3301 C Street, Suite 700 Bin Number 60	<u>Pick-Up</u> 1 Green Bag directed to EXEC; 1 Green Bag directed to DAO; 1 Green Bag directed to STO; 2 Orange Bags directed to EXEC and DAO; 1 Red Bag directed to DAO
	2	EXEC	300 Capitol Mall, Suite 1850 Front Counter Receptionist	<u>Deliver</u> 1 Blue Bag directed to EXEC <u>Exchange</u> 1 Green Bag directed to EXEC; 1 Orange Bag directed to EXEC <i>for</i> 1 Green Bag directed to SARD/LGPSD; 1 Orange Bag directed to SARD/LGPSD
	3	DAO	300 Capitol Mall, Suite 1500 Departmental Accounting Receptionist	<u>Deliver</u> 1 Blue Bag directed to DAO <u>Exchange</u> 1 Green Bag directed to DAO; 1 Orange Bag directed to DAO; 1 Red Bag directed to DAO <i>for</i> 1 Green Bag directed to SARD/LGPSD; 1 Orange Bag directed to AUDITS; 1 Red Bag directed to DISB
	4	STO	State Treasurer's Office 915 Capitol Mall, 3rd Floor Teller Window	<u>Exchange</u> 1 Green Bag directed to STO <i>for</i> 1 Green Bag directed to SARD/LGPSD
By 4:00 P.M.	5	SARD/ LGPSD	3301 C Street, Suite 700 Bin Number 60	<u>Deliver</u> All 3 Green Bags directed to SARD/LGPSD; 2 Orange Bags directed to AUDITS; 1 Red Bag directed to DISB

SCO DIVISION CONTACT INFORMATION SHEET

NOTE: Deliveries may be requested to other State offices or other business entities within a 50-mile radius of the SCO location at 300 Capitol Mall.

Contacts may be changed upon written notice to the Contractor.

SCO DIVISION	LOCATION	DIV-CON NAME	PHONE NUMBER
SARD State Accounting and Reporting Division	3301 C Street, Suite 700 Sacramento, CA 95816		
DISB Disbursements	3301 C Street, Suite 700 Sacramento, CA 95816		
Claim/Field Audit	3301 C Street, Suite 700 Sacramento, CA 95816		
EXEC Executive Office	300 Capitol Mall, Suite 1850 Sacramento, CA 95814		
DAO Accounting Office	300 Capitol Mall, Suite 1500 Sacramento, CA 95814		
UPD Unclaimed Property	10600 White Rock Road Bldg A, 1 st Floor, Mailroom Rancho Cordova, CA 95670		
PPSD Personnel Payroll Services Division	300 Capitol Mall, Suite 1001 Sacramento, CA 95814		
ISD Information Systems Division	300 Capitol Mall, Suite 700 Sacramento, CA 95814		

BUDGET DETAIL AND PAYMENT PROVISIONS

A. Invoicing and Payment

1. For services satisfactorily rendered, and upon receipt and approval of the invoices, SCO agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified in Exhibit B, Attachment 1, Cost Worksheet.
2. Invoices shall include the **Contract Number** and shall be submitted, not more frequently than monthly, in arrears, as follows:

If submitting electronically, send one PDF copy to: DAOMain@sco.ca.gov

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

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

Invoice inquires: DAOMain@sco.ca.gov

B. Budget and Contingency Clause

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

C. Prompt Payment Clause

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

COST WORKSHEET

NOTE: The amount of services listed below are only estimates. SCO does not expressly or by implication agree that the actual amount of work will be guaranteed and reserves the right to omit portions of the work as may be deemed necessary or advisable by SCO. However, the actual rates quoted below by the Contractor shall be binding by the Contractor for the term of the Contract. Any amendments to this contract will adhere to rates quoted on the Cost Worksheet.

Rate includes all labor, materials, parking fees, vehicle, fuel, pay all taxes, insurance, licenses, permit fees, and other costs incidental to the work to be performed in accordance with Sample Contract, Exhibit A, Scope of Work at the rates shown below. Any fees or charges not included in the below Rate or Total will not be compensated.

COURIER SERVICES INITIAL TWO YEAR CONTRACT			
SERVICE DESCRIPTION	ESTIMATED # OF DAYS (Per Year)	RATE PER DAY	TOTAL (Estimated # of Days x Rate Per Day)
Year 1 3 Daily Courier Service Runs	260		
Year 2 3 Daily Courier Service Runs	260		
Total Cost for 2 Years of Courier Services			
COURIER SERVICES OPTIONAL ONE YEAR EXTENSION			
SERVICE DESCRIPTION	ESTIMATED # OF DAYS (Per Year)	RATE PER DAY	TOTAL (Estimated # of Days x Rate Per Day)
Optional Year 3 3 Daily Courier Service Runs	260		
Total Cost for 3 Years of Courier Services			

**GENERAL TERMS AND CONDITIONS
(GTC 04/2017)**

Exhibit C, General Terms and Conditions (GTC 04/2017), shall be incorporated by reference only and made part of the Contract as if attached hereto.

General Terms and Conditions (GTC 04/2017) can be viewed at:

<https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language#@ViewBag.JumpTo>

SPECIAL TERMS AND CONDITIONS

A. Insurance Requirements

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

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

1. Commercial General Liability Insurance – The Contractor shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with a \$2,000,000 annual policy aggregate. A “per project aggregate” endorsement is required. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made, or suit is brought subject to the Contractor's limit of liability. The policy shall include the State of California, its officers, agents, employees, AKT, The Evergreen Company (TEC), Buzz Oates LLC and Buzz Oates Development, L.P as additional insured's. The additional insured endorsement must be provided. **The policy must include The State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the contract.**
2. Workers' Compensation and Employer's Liability – The Contractor shall maintain statutory workers' compensation insurance issued and shall furnish to SCO a certificate of insurance evidencing workers' compensation insurance and employer's liability for all its employees who will be engaged in the performance of the Contract. In addition, employer's liability limits of \$1,000,000 are required. By signing this contract, the Contractor acknowledges compliance with these regulations.
3. Automobile Liability – The Contractor shall maintain business automobile insurance for limits not less than \$1,000,000.00 combined single limit. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. Should the scope of the Contract involve transportation of hazardous materials, evidence of an MCS-90 endorsement is required. **The policy must name The State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the contract.**
4. Crime Insurance – Contractor shall maintain Employee Dishonesty and theft, Computer Fraud/crime coverage, Forgery or alteration, fraudulent funds transfer and when applicable, Inside/Outside Money and Securities coverage, including third party losses, for state-owned property in the care, custody and/or control of the contractor. Coverage limits shall not be less than the amount scheduled in the contract. A Clients' Property endorsement as broad as CR 04 01 08 13 must be endorsed to this policy and notated on the certificate of insurance. The policy shall include State of California, State Treasurer's Office as loss payee.

5. Fidelity Bond - form of insurance that covers losses resulting from contractor employee dishonesty. This can help cover any lost money or securities that result from an employee's dishonest acts. Fidelity bond insurance is meant to act as a security against potential fraudulent employees or disgruntled employees. If you are only worried about employee dishonesty, fidelity bond coverage is a smart choice.
6. A Waiver of Subrogation or Right to Recover endorsement in favor of SCO must be attached to the certificate.

The certificate of insurance must include the following provisions stating:

The insurer shall not cancel the insured's coverage without 30 days prior written notice to the State; and The State of California, its officers, agents, employees and servants are included as additional insured's, but only insofar as the operations under this contract are concerned.

This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management of the Department of General Services.

General Provisions Required in all Insurance Policies:

1. Coverage Term – Coverage needs to be in force for the complete term of the Contract. If insurance expires during the term of the Contract, a new certificate must be received by the State at least ten days prior to the expiration of this insurance. Any new insurance must comply with the original contract terms of the Contract.
2. Policy Cancellation or Termination & Notice of Non-Renewal – The Contractor is responsible to notify the State within five business days of any cancellation, non-renewal, or material change that affects required insurance coverage. New certificates of insurance are subject to the approval of the Department of General Services and the Contractor agrees no work or services will be performed prior to obtaining such approval. In the event the Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this contract.
3. Premiums, Assessments and Deductible – The Contractor is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within their insurance program.
4. Primary Clause – Any required insurance contained in this contract shall be primary, and not excess or contributory, to any other insurance carried by the State.
5. Insurance Carrier Required Rating – All insurance companies must carry an AM Best rating of at least "A-" with a financial category rating of no lower than VII. If the Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
6. Endorsements – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
7. Inadequate Insurance – Inadequate or lack of insurance does not negate the Contractor's obligations under the contract.

8. Subcontractors – In the case of the Contractor's utilization of subcontractors to complete the contracted scope of work, the Contractor shall include all subcontractors as insured's under the Contractor's insurance or supply evidence of subcontractor's insurance to the State equal to policies, coverages and limits required of the Contractor.
9. Available Coverage/Limits – All coverage and limits available to the Contractor shall also be available and applicable to the State.
10. Satisfying an SIR – All insurance required by this Contract must allow the State to pay and/or act as the Contractor's agent in satisfying any self-insured retention (SIR). The choice to pay and/or act as the Contractor's agent in satisfying any SIR is at the State's discretion.

B. Licenses and Permits

The Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Contract.

If you are a Contractor located within the State of California, a business license from the city/county in which you are headquartered is necessary; however, if you are a corporation, a copy of your incorporation documents/letter from the Secretary of State's Office can be submitted. If you are a Contractor outside the State of California, you will need to submit to SCO a copy of your business license or incorporation papers for your respective state showing that your company is in good standing in that state.

In the event, any license(s) and/or permit(s) expire at any time during the term of this Contract; the Contractor agrees to provide SCO a copy of the renewed license(s) and/or permit(s) within 30 days following the expiration date. In the event the Contractor fails to keep in effect at all times all required license(s) and permit(s), SCO may, in addition to any other remedies it may have, terminate this Contract upon occurrence of such event.

C. Excise Tax

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

D. Settlement of Disputes

In the event of a dispute, the Contractor shall file a "Notice of Dispute" with the State Controller's Office, Chief Legal Counsel, within ten days of discovery of the problem. Within ten days, the State Controller's Office, Chief Legal Counsel shall meet with the Contractor and Project Manager for purposes of resolving the dispute. The decision of the Chief Legal Counsel shall be final.

In the event of a dispute, the language contained within this Contract shall prevail over any other language including that of the bid proposal.

E. Potential Subcontractors

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

F. Notification of Personnel Changes

SCO Project Representatives shall approve any changes to the Contractor's key personnel before replacement. The Contractor shall notify in writing within 14 calendar days of the event and shall provide a reason for replacement. SCO reserves the right to request a statement from the staff who is being replaced to confirm the reason for replacement. All replacement key personnel must meet the minimum requirements as stated in this Contract. SCO shall not compensate the Contractor for any time or effort required to prepare the new staff member for work on the project. In addition, Contractor must recover and return any State-issued identification card provided to Contractor's employee(s) upon their departure or termination.

G. Prohibition of Tax Delinquents from Contracting

The State of California is prohibited from entering into any contracts for services with persons whose name appears on either list of the 500 largest tax delinquencies pursuant to Sections 7063 and 19195 of the Revenue and Taxation Code (RTC) and PCC Section 10295.4.

Contractor certifies that it is not included on either the California Franchise Tax Board's (FTB) or on the California Department of Tax and Fee Administration's (CDTFA) lists, that can be found at:

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

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

H. Darfur Contracting Act

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

I. Background Checks

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

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

J. Audits

Contractor agrees that SCO, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Contract. Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Contract (GC § 8546.7, PCC § 10115 et seq., CCR Title 2, §1896). Contractor shall comply with the above and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in PCC § 10115.10.

K. SCO Data and Resource Ownership

All data, resources and materials provided by SCO shall remain the sole and exclusive property of SCO, including all applicable rights to patents, copyrights, trademarks, trade secrets or other proprietary property rights. Additionally, all rights, titles and interest in and to any data and materials relating to SCO business will remain the property of SCO whether or not supplied to Contractor. Nothing in this Contract shall be construed as conveying any rights or interest in the data, resource or material to Contractor. Contractor shall not utilize, retain, or transfer SCO data, resources or materials to any individual or entity without the express written permission of SCO. Upon termination of this Contract, Contractor agrees to provide the data or material to SCO, or, at SCO request, certify in writing that said data or material in all formats in the Contractor's (and Contractor's employees, agents, and sub-Contractors) custody, has been destroyed.

L. Confidentiality of Data

All financial, statistical, personal, technical and other data and materials relating to SCO operations, which is designated confidential or sensitive by SCO and made available to Contractor in order to carry out this Contract, or which becomes available to the Contractor in carrying out this Contract, shall be protected by Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as specified in this Contract.

Contractor shall not, however, be required to keep confidential data or materials which is or becomes publicly available, is already rightfully in Contractor's possession, is independently developed by Contractor outside the scope of this Contract, or is rightfully obtained from third parties.

Contractor receiving SCO data agrees that the data obtained will be kept in the strictest confidence and shall make data available to its own employees, agents, and subcontractors only on a "need to know" basis. The "need to know" standard is met by authorized employees who need the data to perform their official duties in connection with the uses of the data authorized by this Contract. Contractor receiving SCO data recognizes its/their responsibility to protect the confidentiality of the data in its/their custody as provided by law and ensure that such data is disclosed only to those individuals and for such purposes as are authorized by law and this Contract.

Contractor employees, agents, and subcontractors who may have access to SCO confidential or sensitive data will be required to have on file annually a signed confidentiality statement, approved by SCO, attesting to the fact that he/she is aware of the confidential or sensitive data and the penalties for unauthorized disclosure thereof under applicable state and federal law.

M. Information Security

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

6. Remote access to SCO data and resources from outside the continental United States, including remote access to data by authorized Contractor support staff in identified support centers (and Contractor's employees, agents, and subcontractors), is prohibited unless approved in advance by SCO.

N. Location of SCO Data

Unless otherwise stated in the Statement of Work and approved in advance by SCO, the physical location of SCO data retained or stored by the Contractor (and Contractor's employees, agents, and subcontractors) shall be within the continental United States.

O. Security Incident or Violation

The Contractor and its employees, agents, or subcontractors shall immediately notify SCO Contact of any actual or suspected theft, loss, damage, unauthorized destruction, unauthorized modification, or unintentional or inappropriate release of any SCO data classified as confidential or sensitive retained in electronic, paper, or any other digital or non-digital medium.