Attachment A: PQVP AD-DS Administrative Requirements Checklist

To minimize the disqualification of RFI Response Submissions Packages due to administrative errors, CDT is providing Vendors the opportunity to submit common administrative documents during an optional Administrative Requirements Submission Open Window (ARSOW) period. The State will evaluate the Vendor’s administrative documents during the ARSOW for accuracy and provide Vendors a response, in writing, giving Vendors the opportunity to correct any errors, prior to the final due date to submit Administrative Requirements. Vendors must submit all administrative documents to: [ADPQ@state.ca.gov](mailto:ADPQ@state.ca.gov).

Complete this checklist to help confirm the items in your Response. Place a check mark or “X” next to each item that you are submitting to the California Department of Technology.

***Administrative Requirement that must be submitted on or before RFI Response Submission Package due date:***

Attachment BPQVP AD-DS Vendor Profile

***Vendors selected to be included in the PQVP AD-DS must submit all Administrative Requirements to CDT within sixty (60) calendar days of the PQVP AD-DS Selection Announcement. Failure to submit the Administrative Requirements may cause a Vendor to be removed from PQVP AD-DS:***

Attachment CContractor Confidentiality Statement

Attachment DPayee Data Record (STD 204)

Attachment EBidder Declaration (GSPD-05-105)

Attachment FCalifornia Secretary of State Certification

Attachment GCalifornia Seller’s Permit (if applicable)

Attachment H Certificate(s) of Insurance

Attachment I Federal Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification

Attachment JIran Contracting Act Certification

Attachment KCalifornia Civil Rights Laws Certification

Attachment LIrrevocable Offer Acknowledgement

Attachment MSubstitution of Key Staff Acknowledgement

Attachment N Cloud Computing Special Provisions Acknowledgement

Attachment O CMAS General Provisions – Information Technology (GSPD-401IT-CMAS) Acknowledgement

Attachment P General Provisions – Information Technology (GSPD-401IT) Acknowledgement (for IT MSA)

Attachment Q CMAS-GSA/IT MSA Agreement

*(All**supplements and attachments, including job classification, experience requirements, education requirements, and hourly rates must be included in submission to CDT. Vendors must submit a separate Attachment Q for each respective Agreement)*

Attachment R PQVP AD-DS/CMAS/IT MSA Classification Mapping and Pricing

*(Vendors must submit a separate Attachment Q for each respective Agreement)*

Attachment B: PQVP AD-DS Vendor Profile

|  |  |
| --- | --- |
| Vendor/Firm Name | Vendor/Firm Address |
| Parent Corporation and/or Subsidiaries (if applicable) | |
| Vendor/Firm Certification Status (if applicable)  California Certified Small or Micro Business  California Certified DVBE | |
| Brief Company Overview\* | |
| Primary Contact Name and Title | Secondary Contact Name and Title |
| Primary Contact Address | Secondary Contact Address |
| Primary Contact Phone Number | Secondary Contact Phone Number |
| Primary Contact Email | Secondary Contact Email |
| Vendor/Firm GitHub Repository URL\*\* | |

*\* Provide a Brief Company Overview, including number of years in business, number of employees, nature of business, and description of clients. If additional space is need, another sheet of paper may be attached.*

*\*\* If more than one (1) branch is present, then note the specific branch that should be reviewed.*

Attachment C: Contractor Confidentiality Statement

As an authorized representative or corporate officer of the company named below, I have the authority to bind the company contractually, and I agree that all persons employed by this company will adhere to the following policy:

All information belonging to the Department of Technology or its affiliated agencies is considered sensitive and confidential and cannot be disclosed to any person or entity that is not directly approved to participate in the work required to execute this Agreement.

I certify that I will keep all project information including (but not limited to) information concerning the planning, processes, development or procedures of the project, and all communication with Department of Technology or its affiliates related to any procurement process, confidential and secure. I will not copy, give or otherwise disclose such information to any other person unless the Department of Technology has on file a Confidentiality Statement signed by the other person(s), and the disclosure is authorized and necessary for the project. I understand that the information to be kept confidential includes, but is not limited to, specifications, administrative requirements, terms and conditions, concepts and discussions, as well as written and electronic materials. I further understand that if I leave this project before it ends, I must still keep all project information confidential. I agree to follow any instructions provided by the project relating to the confidentiality of project information.

I fully understand that any unauthorized disclosure I make may be basis for civil and/or criminal penalties. I agree to advise the Contract Manager immediately in the event of an unauthorized disclosure, inappropriate access, misuse, theft or loss of data.

I warrant that if my company is awarded the Contract, it will not enter into any agreements or discussions with a third party concerning such materials prior to receiving written confirmation from the State that such third party has an agreement with the State similar in nature to this one.

All materials provided for this Project, except where explicitly stated will be promptly returned or destroyed, as instructed by an authorized Department of Technology representative. If the materials are destroyed and not returned, a letter attesting to their complete destruction, which documents the destruction procedures, must be sent to the Contract Manager before payment can be made for services rendered. In addition, all copies or derivations, including any working or archival backups of the information, will be physically and/or electronically destroyed within five (5) calendar days immediately following either the end of the Contract period or the final payment, as determined by the contracting Agency/state entity.

All personnel assigned to this project shall be provided a Confidentiality Statement and will be expected to sign and return it to the State’s project manager before beginning work on this project.

|  |  |  |
| --- | --- | --- |
| Representative Name and Title | | |
| Company Name |  | |
| Address |  | |
| Phone Number | | Email |
| Signature | | Date |

Attachment D: Payee Data Record (STD 204)

ATTACH THE VENDOR’S PAYEE DATA RECORD (STD. 204) AS ATTACHMENT D.

Refer to the following website link to obtain the appropriate form and information for the *Payee Data Record (STD 204)*: <http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf>.

Attachment E: Bidder Declaration (GSPD-05-105)

ATTACH THE BIDDER DECLARATION GSPD-05-105 AS ATTACHMENT E.

The *Bidder Declaration GSPD-05-105* and its instructions are available as a fill and print PDF at: <http://www.documents.dgs.ca.gov/pd/poliproc/Master-Biddeclar08-09.pdf>

Attachment F: California Secretary of State Certification

ATTACH A COPY OF THE VENDOR’S SECRETARY OF STATE CERTIFICATION STATUS AS ATTACHMENT F.

For more information on certification/status of registration, refer to the following website link: <http://kepler.sos.ca.gov/>

Attachment G: California Seller’s Permit (if applicable)

ATTACH A COPY OF THE VENDOR’S CALIFORNIA SELLER’S PERMIT AS ATTACHMENT G.

For more information on a seller’s permit or certification of registration, refer to the following links:

<http://boe.ca.gov/>

<http://boe.ca.gov/pdf/pub73.pdf>

Attachment H: Certificate(s) of Insurance

ATTACH A COPY OF THE VENDOR’S CERTIFICATE(S) OF INSURANCE AS ATTACHMENT H.

The Vendor must submit Attachment H: Certificate(s) of Insurance, showing evidence of coverage(s). The Certificate(s) of Insurance (COI) does/do not need to name the State as an additional insured at the time of submission to CDT. However, if a Vendor is awarded a contract from a PQVP AD-DS RFO, the Vendor will be required to submit the COI with the State named as additional insured within ten (10) calendar days of contract award.

Attachment I: Federal Debarment, Suspension, Ineligibility, and Voluntary Exclusion Certification

The agency must have this form completed by the Contractor when federal funds are used.

1. **Federal Requirement**

Contracts are required to provide the following certification to the Agency before award of a purchase order using federal funds. This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants; responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

1. **Present Status**

The prospective recipient of federal assistance funds certified, by submission of this signed certification, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in future PQVP AD-DS transactions by any federal department or agency.

1. **Attach Explanation**

Where the prospective recipient of federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this certification.

1. **Instructions for Certification**

BEFORE COMPLETEING CERTIFICATION, READ THE FOLLOWING INSTRUCTIONS THAT ARE AN INTEGRA. PART OF THE CERTIFICATION.

* 1. By signing and submitting this certification, the prospective recipient of federal assistance funds is providing the certification as set out below.
  2. The certification in this class is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
  3. The prospective recipient of federal assistance funds shall provide immediate written notice to the person to whom this certification is submitted if at any time the prospective recipient of federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
  4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principle,” “proposal,” and “voluntary exclude,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
  5. The prospective recipient of federal assistance funds agrees by submitting this certification that, should the proposed covered transaction be entered into, it shall not, knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
  6. The prospective recipient of federal assistance funds further agrees by submitting this certification that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
  7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement and Non-Procurement Programs.
  8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
  9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

|  |  |  |
| --- | --- | --- |
| Vendor Firm Name (Printed) | | Federal ID Number |
| By (Authorized Signature) | | |
| Printed Name and Title of Person Signing | | |
| Date Executed | Executed in | |

Attachment J: Iran Contracting Act of 2010 Certification

IRAN CONTRACTING ACT (Public Contract Code § 2202-2208)

Prior to bidding on, submitting a proposal or executing a Contract or renewal for a State of California Contract for goods or services of $1,000,000 or more, a Vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services (“DGS”) pursuant to Public Contract Code § 2203(b) and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or Contract pursuant to Public Contract Code § 2203(c) or (d).

To comply with this requirement, please insert your Vendor or financial institution name and Federal ID Number (if available) and complete **one** of the options below. Please note: California law (Public Contract Code § 2205) establishes penalties for providing false certifications, including civil penalties equal to the greater of $250,000 or twice the amount of the Contract for which the false certification was made; Contract termination; and three-year ineligibility to bid on Contracts.

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the Vendor/financial institution identified below, and the Vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person/Vendor, for 45 days or more, if that other person/Vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

|  |  |  |
| --- | --- | --- |
| Vendor Name/Financial Institution (Printed) | | Federal ID Number |
| By (Authorized Signature) | | |
| Printed Name and Title of Person Signing | | |
| Date Executed | Executed in | |

**Attachment J: Iran Contracting Act of 2010 Certification, continued.**

OPTION #2 – EXEMPTION

Pursuant to Public Contract Code Sections 2203(c) and (d), a public entity may permit a Vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enter into or renew a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

|  |  |  |
| --- | --- | --- |
| Vendor Name/Financial Institution (Printed) | | Federal ID Number |
| By (Authorized Signature) | | |
| Printed Name and Title of Person Signing | | |
| Date Executed | Executed in | |

Attachment K: California Civil Rights Laws Certification

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

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts over $100,000 executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and

2. EMPLOYER DISCRIMINATORY POLICIES: For contracts 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.

|  |  |  |
| --- | --- | --- |
| Vendor Firm Name (Printed) | | Federal ID Number |
| By (Authorized Signature) | | |
| Printed Name and Title of Person Signing | | |
| Date Executed | Executed in | |

Attachment L: Irrevocable Offer Acknowledgement

A Vendor’s final offer in response to a PQVP AD-DS RFO shall constitute a firm offer, which shall remain irrevocable for not less than ninety (90) calendar days following the date of contract award specified in the PQVP AD-DS RFO. In the event of a delay in contract award, a Vendor may extend the expiration date of its firm offer an additional thirty (30) calendar days by written notice to the State.

This expiration date may be further extended by mutual agreement between the State and the Vendor, in order to accommodate processing time for required approvals and other procurement-related reviews. The State’s execution of a contract under a PQVP AD-DS RFO shall not be considered a rejection of any unsuccessful Vendor’s firm offer, which such other firm offers shall remain irrevocable for the period described above.

The State reserves the right, upon termination of any contract and without initiating a new PQVP AD-DS RFO solicitation, to accept any other Vendor’s firm offer and form a contract with the other Vendor. The State may continue to terminate and contract with any other Vendors, as described above, until the expiration of all acceptable and firm offers obtained from the original PQVP AD-DS RFO.

By signing and submitting this Attachment L: Irrevocable Offer Acknowledgement, I, the official named below, acknowledge and agree to the Irrevocable Offer requirements for contracts awarded from PQVP AD-DS RFOs.

|  |  |  |
| --- | --- | --- |
| Vendor Firm Name (Printed) | | Federal ID Number |
| By (Authorized Signature) | | |
| Printed Name and Title of Person Signing | | |
| Date Executed | Executed in | |

Attachment M: Substitution of Key Staff Acknowledgement

Unless otherwise stated in the contract awarded from a PQVP AD-DS RFO, the Vendor shall obtain prior approval, in writing, from the State before attempting to change the Key Staff proposed in their response to subsequent PQVP AD-DS RFOs. This includes substitutions made between submission of the final offer and the actual start date of Project, as well as staffing changes during the course of the contact term. If a member of Vendor’s Key Staff is unable to perform due to factors beyond Vendor’s reasonable control (e.g., illness, resignation), the Vendor shall use its best efforts to promptly provide a suitable substitute. In the event replacement of Key Staff is required, the Vendor shall provide a replacement candidate that meets or exceeds the requirements of the PQVP AD-DS RFO and allow the State the opportunity to interview and approve the candidate. If the State rejects a proposed replacement staff member and a qualified replacement is not provided to the State for approval, the Vendor shall be in material breach of the contract, unless the State provides an extension in writing. The State will not unreasonably delay or deny acceptance of Vendor’s proposed candidate. The candidate receiving acceptance by the State shall be available to start immediately, unless otherwise agreed to by the State.

By signing and submitting this Attachment M: Substitution of Key Staff Acknowledgement, I, the official named below, acknowledge and agree to the Substitution of Key Staff requirements for contracts awarded from PQVP AD-DS RFOs.

|  |  |  |
| --- | --- | --- |
| Vendor Firm Name (Printed) | | Federal ID Number |
| By (Authorized Signature) | | |
| Printed Name and Title of Person Signing | | |
| Date Executed | Executed in | |

Attachment N: Cloud Computing Special Provisions Acknowledgement

For a complete copy of the State’s Cloud Computing Special Provisions, refer to the following links:

Special Provisions for Software as a Service (SaaS):

<http://www.documents.dgs.ca.gov/pd/poliproc/CLOUDCOMPUTINGSERVICESSPECIALPROVISIONS_14_0903.docx>

Special Provisions for Infrastructure as a Service (IaaS) and Platform as a Service (PaaS):

<https://www.documents.dgs.ca.gov/pd/poliproc/CLOUDCOMPUTINGSPECIALPROVISIONS_Infrastructure%20as%20a%20Service%20and%20Platform%20as%20a%20Service.pdf>

By signing and submitting this Attachment N: Cloud Computing Special Provisions, I, the official named below, acknowledge and agree to the State of California’s Special Provisions for SaaS, IaaS, and PaaS in relation to the RFI # CDT-PQVP-0118 and contracts awarded from PQVP AD-DS RFOs.

|  |  |  |
| --- | --- | --- |
| Vendor Firm Name (Printed) | | Federal ID Number |
| By (Authorized Signature) | | |
| Printed Name and Title of Person Signing | | |
| Date Executed | Executed in | |

Attachment O: CMAS General Provisions – Information Technology (GSPD-401IT-CMAS) Acknowledgement

For a complete copy of the State’s *CMAS General Provisions – Information Technology (GSPD-401IT-CMAS)*, refer to the following link:

<https://www.documents.dgs.ca.gov/PD/CMAS/MASTCIT9-8-14.PDF>

By signing and submitting this Attachment O: CMAS General Provisions – Information Technology (GSPD-401IT-CMAS), I, the official named below, have read, acknowledge, and agree with the terms and conditions located at the link provided above.

|  |  |  |
| --- | --- | --- |
| Vendor Firm Name (Printed) | | Federal ID Number |
| By (Authorized Signature) | | |
| Printed Name and Title of Person Signing | | |
| Date Executed | Executed in | |

Attachment P: General Provisions – Information Technology (GSPD-401IT) Acknowledgement

For a complete copy of the State’s *General Provisions – Information Technology (GSPD-401IT)*, refer to the following link:

<https://www.documents.dgs.ca.gov/pd/poliproc/GSPD401IT14_0905.pdf>

By signing and submitting this Attachment P: General Provisions – Information Technology (GSPD-401IT), I, the official named below, have read, acknowledge, and agree with the terms and conditions located at the link provided above.

|  |  |  |
| --- | --- | --- |
| Vendor Firm Name (Printed) | | Federal ID Number |
| By (Authorized Signature) | | |
| Printed Name and Title of Person Signing | | |
| Date Executed | Executed in | |

Attachment Q: Vendor CMAS-GSA/IT MSA Agreement

ATTACH A COPY OF THE VENDOR’S CMAS CONTRACT AND SUPPORTING FEDERAL GSA AGREEMENT AND/OR IT MSA AS ATTACHMENT Q.

All Vendors who have been selected to be included in the PQVP AD-DS must submit a copy of their fully executed CMAS contract and supporting GSA contract/documentation and/or IT MSA Agreement to the State within sixty (60) calendar days of the PQVP AD-DS Selection Announcement (see Section A.1 PQVP AD-DS Key Action Dates of the RFI). Vendors must submit a separate Attachment Q for each respective Agreement. Attachment Q must be sent to [ADPQ@state.ca.gov](mailto:ADPQ@state.ca.gov).

Attachment R: PQVP AD-DS/CMAS/IT MSA Classification Mapping and Pricing

All Vendors who are selected to be included in the PQVP AD-DS must submit Attachment R: PQVP AD-DS/CMAS/IT MSA Classification Mapping and Pricing to the State within sixty (60) calendar days of the PQVP AD-DS Selection Announcement (see Section A.1 PQVP AD-DS Key Action Dates). Vendors must submit a separate Attachment R for each respective Agreement. Attachment R must be sent to [ADPQ@state.ca.gov](mailto:ADPQ@state.ca.gov).

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| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **CMAS/IT MSA CLASSIFICATION** | **MAXIMUM HOURLY RATE PROPOSED IN CMAS/IT MSA** | **PQVP AD-DS LABOR CATEGORIES** | | | | | | | | | | | | | | |
|  |  | 1. Product Manager | 2. Technical Architect | 3. Interaction Designer/Researcher/Usability Tester | 4. Writer/Content Designer/Content Strategist | 5. Visual Designer | 6. Front End Developer | 7. Backend Developer | 8. DevOps Engineer | 9. Security Engineer | 10. Delivery Manager | 11. Agile Coach | 12. Business Analyst | 13. Digital Performance Analyst | 14. Full Stack Developer | 15. Data Scientist |
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