



California State Treasurer's Office (STO)
Request for Proposal No.: SA000004-23

CalAccount Market Study and Feasibility Report

Response to Request for Proposal

May 26, 2023

Provided to:

California State Treasurer's Office
ATTN: Mr. Andre Rivera
901 P Street, Suite 213B
Sacramento, CA 95814

Provided by:

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guidehouse.com

2023-394

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This proposal does not constitute a contract to perform services and cannot be used to award a unilateral agreement. Final acceptance of this engagement by Guidehouse is contingent upon successful completion of Guidehouse's acceptance procedures. Any engagement arising out of this proposal will be subject to negotiation of a mutually satisfactory engagement contract including modifications to certain RFP terms and conditions and including our standard terms and conditions and fees and billing rates established therein.

A. Cover Letter

May 26, 2023

California State Treasurer's Office (STO)
ATTN: Mr. Andre Rivera
901 P Street, Suite 213B
Sacramento, CA 95814

**Subject: Response to Request for Proposal | Request for Proposal No.: SA000004-23
CalAccount Market Study and Feasibility Report**

Dear Mr. Andre Rivera:

Guidehouse Inc. (Guidehouse) is pleased to submit to the California State Treasurer's Office (STO) our proposal to develop the CalAccount Market Study and Feasibility Report. Our response is comprised of a Technical Proposal and a Price Proposal. Guidehouse and its partners (Team Guidehouse) have the necessary skills to complete the services and provide all the deliverables as described in the Scope of Work, and we are confident that you will find that our proposal offers the best value solution to STO.

Team Guidehouse brings the following to STO:

- **We serve both large and small clients, but furthering the social good is in our DNA.** Guidehouse is a rarity among consulting firms in that our origin was to provide public-sector consulting to all levels of government: federal, state, and local. We have built out a robust, mature public finance practice, as well as practices focused on sustainability, risk management, healthcare, and technology. We are proud to have worked with Community Development Financial Institutions, Certified Development Companies, Green Banks, and Minority Serving Institutions. In addition, we take pride in hiring consultants and staff from all backgrounds, some of whom have been underbanked or unbanked individuals at some point in their lives. All of this translates to a deep understanding and empathy for the social and economic need to programs like CalAccount which provide the means for individuals to raise themselves out of poverty and obtain financial independence and security.
- **We are proposing a blend of our public-sector and private sector financial practices,** allowing us to easily build a robust market analysis informed by modern financial practices, government operations, and current socioeconomic trends. This holistic team dynamic will allow us to design unique, outside-the-box solutions to the difficult problems outlined in the RFP. Similar teams have proved especially helpful to our clients managing new, complex problems.
- **Independence, with no exclusivity with certain institutions.** Guidehouse is an independent consulting firm, and we pride ourselves on delivering objective assessments to our clients, whether it be a market analysis, technology assessment, program assessment, or a strategic plan. We will leverage our experience and collective expertise to deliver an objective market analysis that best meets the purpose and goals of the CalAccount Program.

- **Our depth and breadth mean we will deliver a holistic market analysis.** In addition to the public and financial domains, we are proposing a team of specialized consultants in customer experience, business process improvement, technology & cybersecurity, and oversight & governance. We will look at the many facets of CalAccount’s feasibility, not just operational mechanics. With our experience consulting to nascent and long-established entities and programs, we understand how, where, and when programs and policies can fail in their ‘steady state’. Therefore, our multi-faceted team will be highly attuned to the external dynamics of CalAccount’s feasibility over both the short and long-term, and that perspective will come through in our final report and recommendations.
- **We know California.** Guidehouse is proud to have served as a trusted partner to many public entities in California at multiple levels of government, including but not limited to the California State Teachers Retirement System, California Department of Motor Vehicles, California Department of Health Care Services, Los Angeles County Metropolitan Transportation Authority, Los Angeles Department of Water & Power, and the Housing Authority of Los Angeles. In addition, Guidehouse worked with the California Efficiency and Demand Management Council (CEDMC) to implement DEI priorities into its charter, mission, and purpose by developing a strategy roadmap and researching funding opportunities for CEDMC to foster greater DEI commitment within its industry. Many of these engagements with public California entities have been highly political and high-pressure, and we have proven to be a steady and trusted partner.

Moreover, Guidehouse is a leading global provider of consulting services to the public sector and commercial markets, with broad capabilities in management, technology, and risk consulting. By combining our public and private sector expertise, we help clients address their most complex challenges and navigate significant regulatory pressures focusing on transformational change, business resiliency, and technology-driven innovation. Across a range of advisory, consulting, outsourcing, and digital services, we create scalable, innovative solutions that help our clients outwit complexity and position them for future growth and success. The company has more than 16,500 professionals in over 50 locations globally, with multiple offices in California, including Sacramento, San Francisco, and Los Angeles. Guidehouse is a Veritas Capital portfolio company, led by seasoned professionals with proven and diverse expertise in traditional and emerging technologies, markets, and agenda-setting issues driving national and global economies. For more information, please visit www.guidehouse.com.

Guidehouse appreciates the opportunity to be considered for this important project and if selected, will provide STO with a team of professionals committed to your success. If you have any questions about our response, please contact Contracts, Virginia Boyd, at (512) 402-3954 (slgcontracts@guidehouse.com) or me at (916) 549-7393 (clopes@guidehouse.com).

Sincerely,

Collin Lopes,
Partner

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C. Background and Experience

C.1 Company History and Competencies

Our Background

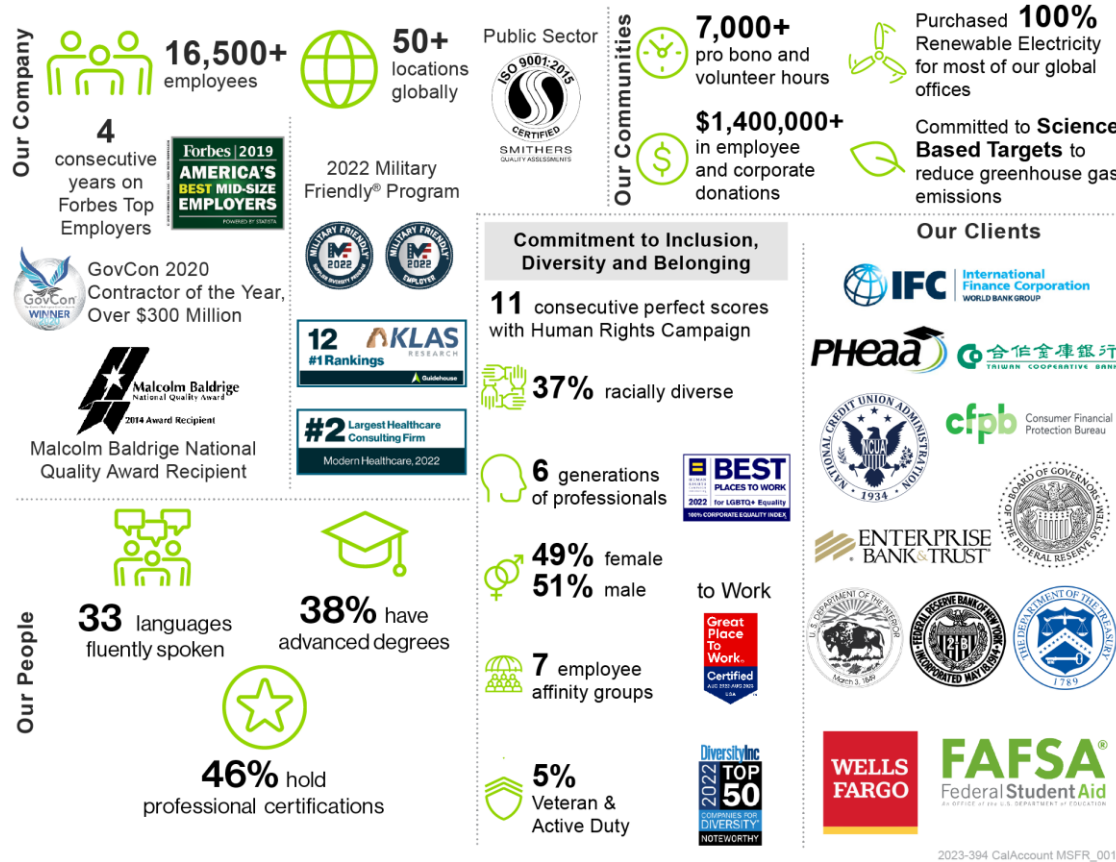


Figure 1. About Guidehouse

Guidehouse has roots in supporting federal, state, and local government agencies for over 25 years. Spinning out of PricewaterhouseCoopers (PwC) in 2018, we are now a firm of 16,500 professionals in over 50 offices worldwide and the largest management consulting firm equally dedicated to serving the needs of government. We are proud of our track record of successful service to government agencies across the U.S. and our reputation for delivering exceptional results and building client trust.

Guidehouse is a leader in helping cities and states execute change. Our State & Local Government practice focuses on bringing top-tier talent and the integrity of our brand to cities and states to solve their most pressing problems. We work with state and local governments to connect citizens, plan and drive investments, and increase efficiency to promote long-term economic, environmental, social, and cultural prosperity. From leading statewide organizational transformations to developing smart city strategies and roadmaps, we intentionally seek out opportunities to work with governments to address issues that are core to our communities.



It is because of our State and Local Government and Public Finance Practices that we are the ideal partner for STO – deeply sophisticated and sensitive to public sector needs with market-

leading strategy, economic development, market assessment and sustainability expertise. We understand that STO is not simply looking for a market assessment, but rather what you need is a body of evidence that will allow various stakeholders – state leaders, community-based organizations, consumer advocates, and private finance – to coalesce around a common mission of serving the growing numbers of unbanked and underbanked living and working in California. That will take careful thought and care, and STO will need to think strategically, and act in a coordinated manner to execute the vision of CalAccount.

Guidehouse – and our State and Local Government Practice in particular – is intimately familiar with the challenges of creating systems-wide change in a public policy context where your options for doing so require you to be creative and nuanced.

In supporting STO, we are delighted to partner with Beneficial State Foundation and Dreams for Change to bring a deeper, nuanced perspective on how to engage and serve the underbanked and unbanked most effectively.

Figure 2. Our Project Partners

Organization	Description
 <p>Beneficial State Foundation</p>	<p>Beneficial State Foundation is a nonprofit working toward systemic change in the banking and transportation sectors. We are the founding investor-owner of Beneficial State Bank, a CDFI bank with \$1.8 billion in assets headquartered in Oakland, CA serving the West Coast. Beneficial State Bank is a mission-driven bank founded with the purpose of proving that a bank can successfully operate while providing equitable access to capital and financial services, investing in community wellbeing, and not engaging in harmful financing or investments.</p>
 <p>Dreams for Change</p>	<p>Dreams for Change’s mission is to respond to the needs of the community by creating innovative and cost-effective programs that empower and stabilize the lives of underserved families and individuals.</p> <p>Supporting people on their path to stability is a multi-step process. Dreams for Change (DfC) is modeled around 3 Pathways to building financial and housing stability. These pathways are supports, access to employment, and increasing financial health.</p>

Our Competencies

For this important effort, STO will receive experienced staff and innovative solutions that are informed by our extensive experience supporting financial departments and government programs with public sector and commercial expertise – ranging from including market analysis for the Small Business Association’s Central Servicing Agent, Tennessee Valley Authority, CARES Act program support with the Federal Treasury, the Federal Reserve Bank of Boston, and the Small Business Administration (SBA).

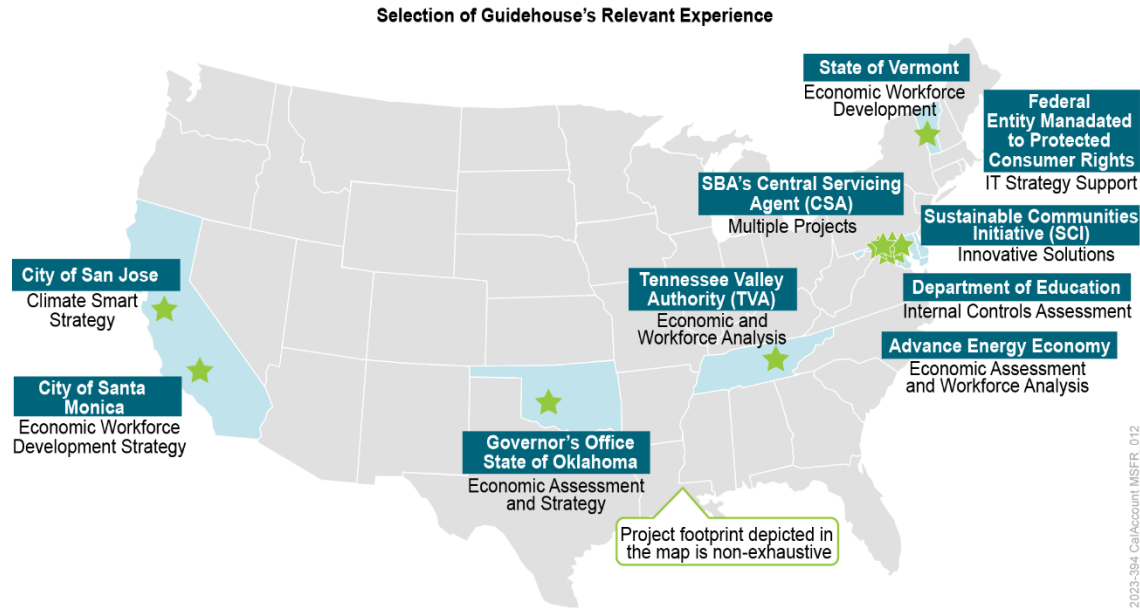


Figure 3. Selection of Guidehouse’s Relevant Experience

Guidehouse offers unparalleled experience from our work supporting Treasury’s past financial recovery programs including the CARES Act, Troubled Asset Relief Program (TARP), Small Business Lending Fund (SBLF), and the Community Development Financial Institution (CDFI) Bond Guarantee Program. Our team also brings a deep and practical understanding of ARP programs due to Guidehouse’s role supporting initial stand-up activities for ARP programs such as the Emergency Rental Assistance (ERA) Program and State and Local Fiscal Recovery (SLFRF) Program under an existing call order. This experience has given our team a nuanced understanding of how to deliver financial services quickly, sustainably, and with minimal customer friction. Our dedicated Financial Services and Compliance practice contains over 1,000 staff who serve both commercial and public sector clients; and supporting this project team is a dedicated solution team that can be utilized on a regular basis to provide Enterprise Risk Management (ERM), Data Analytics, Digital Transformation, Cybersecurity, and Enterprise Strategy support.

We have provided **Table 1** which outlines sample qualifications and relevant experience that we believe highlight our team’s experience in providing banking regulations, financial transactions, market analysis, and market research.

Table 1. Firm Qualifications

Client	Project	Solutions Delivered	Start	End	Months
Federal Entity Mandated to Protect Consumer Rights	IT Strategy Support	Market Analysis Market Research	9/8/2021	3/7/2023	18
Department of Education	NAEP Internal Controls Assessment	Market Analysis Market Research	1/31/2022	8/31/2022	7
Sustainable Communities Initiatives (SCI)	Innovative Solutions for Affordable Housing	Market Analysis Market Research	Summer 2019	Ongoing	48
Small Business Administration (SBA)	Central Servicing Agent (CSA) for the SBA Guaranteed 504 Loan Program	Financial Transactions Banking Regulations Market Analysis	1/1/2017	Ongoing	77

Small Business Administration (SBA)	SBA Fiscal Transfer Agent (FTA) for the 7(a) Loan Program and Secondary Market	Financial Transactions Banking Regulations Market Analysis Market Research	5/1/2020	Ongoing	36
Tennessee Valley Authority (TVA)	Tennessee Mobility Economic Future	Market Analysis	8/1/2021	3/31/2023	32
Total 15+ Years					

Customer references have been provided in Attachment 4, Proposer References per RFP No. SA000004-23 instructions.

C.2 Subcontractor History and Competencies

We will be partnering with two innovative non-profits with robust experience connecting to, supporting, and serving unbanked and underbanked Californians, Beneficial State Foundation and Dreams for Change.

Beneficial State Foundation was founded in 2007 and is both a nonprofit shareholder of Beneficial State Bank and an advocacy organization. Beneficial State Bank is a B Corp Certified community development bank with branches in California, Oregon, and Washington. One hundred percent of the economic rights of Beneficial State Bank are owned not by private shareholders, but by nonprofit organizations, including Beneficial State Foundation. As nonprofit shareholders, the Foundation reinvests all distributed bank profit back into communities to promote thriving people, a healthy economy and a prosperous planet. As a bank owner, investor, and practitioner, the Foundation has a unique model that allows them to bridge the work of grassroots organizations, policy makers, professional associations, and the banking industry. This ownership structure also allows the Foundation to learn and develop new metrics and standards as Beneficial State Bank tests and implements equitable banking products and practices and to evaluate the social and environmental impact of the bank, all while engaging in policy advocacy for systemic change.

Dreams for Change, founded in 2009 to serve the needs of families and individuals who were struggling because of the Great Recession's economic downturn and based in San Diego, CA, seeks to empower and stabilize the lives of underserved families and individuals through cost-effective programs like case management, financial education, and workforce development. Dreams for Change provides financial literacy programming not only to their participants and clients; they also work with other organizations and community groups to educate a broader group of people on how to build strong credit scores and savings and effectively manage debt.

Subcontractor customer references have been provided in Attachment 4, Proposer References per RFP No. SA000004-23 instructions.

C.3 Key Personnel

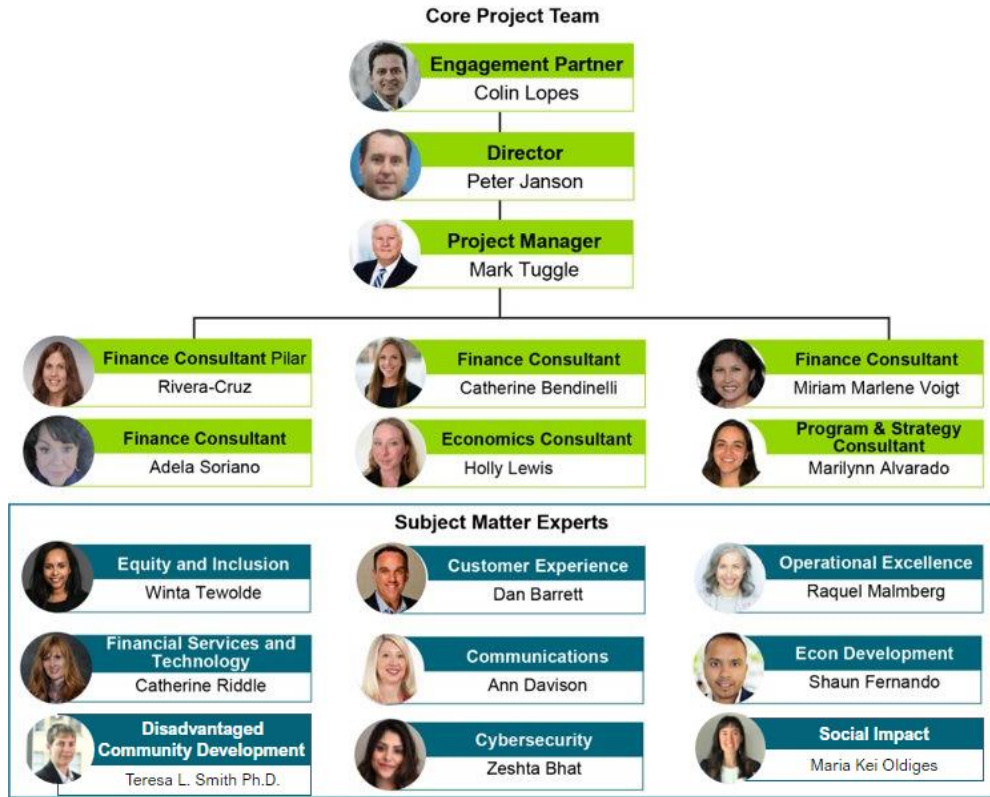


Figure 4. Organizational Chart

Guidehouse is committed to providing the best resources to support these important initiative milestones. As shown in **Table 2**, we propose a dynamic team that possesses a combination of process improvement/optimization, market analysis, economic and workforce development, and program/process management experience. Our team also has experience supporting other financial regulators, credit unions, and banks with a range of risk, regulatory, compliance, project management, and financial management initiatives.

Table 2. Key Personnel

Name	Company	Role in Project	Estimated Project Hours	Experience	Education
Collin Lopes	Guidehouse	Engagement Leadership	40	Project Management, Market and Data Analysis, Market Research and Surveys (+18 Years)	M.B.A., California State University, Sacramento B.S., Computer Science, Champlain College
Peter Janson	Guidehouse	Project Oversight	500	Project Management, Banking Regulations and Practices, Financial Transactions (15 Years)	M.B.A., University of Scranton B.S., Accounting, University of Scranton
Mark Tuggle	Guidehouse	Project Manager	1,651	Financial Transaction, Banking Regulations and Practices, Market and Data Analysis (+10 Years)	M.B.A., Samford University B.A., History, Birmingham-Southern College

Name	Company	Role in Project	Estimated Project Hours	Experience	Education
				Project Management (20 Years)	
Pilar Rivera-Cruz	Guidehouse	Finance Consultant	250	Project Management (+10 Years) Financial Transaction, Market Research (20 Years)	M.B.A., University of Virginia B.S., Accounting, Indiana University
Catherine Bendinelli	Guidehouse	Finance Consultant	1,550	Banking Regulations and Practices, Financial Transaction (6 Years)	B.B.A., Finance & Marketing, Villanova University
Miriam Marlene Voigt	Guidehouse	Finance Consultant	1,634	Financial Transaction (+20 Years)	High School, Kearny High School
Adela Soriano	Guidehouse	Finance Consultant	1,634	Banking Regulations and Practices (+10 Years) Financial Transaction, Market Research and Surveys (+20 Years)	Business Administration and Management, National University Mass Communication/Media Studies, San Diego State University
Holly Lewis	Guidehouse	Economics Consultant	1,000	Market and Data Analysis, Market Research and Surveys (+2 Years)	M.S., Applied Economics & Econometrics, University of Southern California B.B.A., University of Southern California
Marilynn Alvarado	Guidehouse	Program Strategy Consultant	1,960	Project Management, Market and Data Analysis, Market Research and Surveys (+4 Years)	B.A., Public Policy, Stanford University
Winta Tewolde	Guidehouse	Equity and Inclusion Subject Matter Expert	40	Project Management, Market Research and Surveys (+14 Years)	M.B.A., Organizational Design, Virginia Polytechnic Institute B.S., Political Science/American Government, Christopher Newport University
Dan Barrett	Guidehouse	Customer Experience Subject Matter Expert	40	Project Management, Market Research and Surveys (+15 Years)	M.B.A., Marketing, Johns Hopkins University B.S., Business Administration, Virginia Polytechnic Institute
Raquel Malmberg	Guidehouse	Operational Excellence Subject Matter Expert	15	Project Management, Market and Data Analysis (+18 Years)	M.U.P., New York University B.A., International Relations, The College of William and Mary
Ann Davison	Guidehouse	Communications Subject Matter Expert	40	Project Management (+30 Years)	M.A., American Government, Johns Hopkins University B.A., Public Policy, Duke University

Name	Company	Role in Project	Estimated Project Hours	Experience	Education
Shaun Fernando	Guidehouse	Strategy Subject Matter Expert	15	Project Management, Market and Data Analysis, Market Research and Surveys (+15 Years)	M.Sc., Design Engineering, University College London B.Sc., University College London
Catherine Riddle	Guidehouse	Financial Services and Technology Subject Matter Expert	40	Project Management, Banking Regulation and Practices, Financial Transaction, Market and Data Analysis (+20 Years)	M.B.A., Finance, University of Houston B.S., Business Administration, University of Texas
Zeshta Bhat	Guidehouse	Cybersecurity Subject Matter Expert	40	Project Management, Market and Data Analysis, Market Research and Surveys (+10 Years)	M.S., Engineering Management, University of Southern California B.E., Information Science, Ramaiah Institute of Technology
Teresa L. Smith, Ph. D.	Dreams for Change	Disadvantaged Community Development Subject Matter Expert	473	Project Management (+20 Years) Market Research and Surveys (+10 Years)	M.A., Nonprofit Leadership and Management, University of San Diego M.A., Ph.D., Life Physics, California Institute for Human Sciences B.S., Psychology, Western Michigan University
Maria Kei Oldiges	Beneficial State Foundation	Social Impact Subject Matter Expert	350	Project Management (+15 Years), Market and Data Analysis, Market Research and Surveys (+5 Years)	M.S., Development Practice, University of California, Berkeley B.S., Development Sociology and Science of Natural & Environmental System, Cornell University

Resumes have been provided in Attachment 5, Resumes of Key Personnel per RFP No. SA000004-23 instructions.

D. Draft Work Plan

D.1 Major Project Tasks and Milestones

Our team proposes a proven approach grounded in best practices, customized to the needs of STO, and characterized by the following elements:

- **Tailored:** Every step of our approach is informed by a deep understanding of factors involved in the market analysis. This will help ensure that the final report contains a comprehensive analysis and recommendations that are feasible and practical, accounting for any constraints – including political realities – in which STO operates.
- **Collaborative:** We engage critical internal and external stakeholders as active participants throughout the analysis and planning process to identify STO’s most pressing needs and ensure that internal and external voices are reflected.
- **Holistic:** We understand the big picture and take a holistic view of available data, data collection, and stakeholder engagement to align internal and external priorities and perspectives rather than viewing the aspects of the analysis narrowly.
- **Actionable and Evidence-based:** Our recommendations will draw from successful programs and services from similarly situated organizations across the globe. Our recommendations will also be accompanied by an implementation roadmap that prepares and empowers the State of California to act.

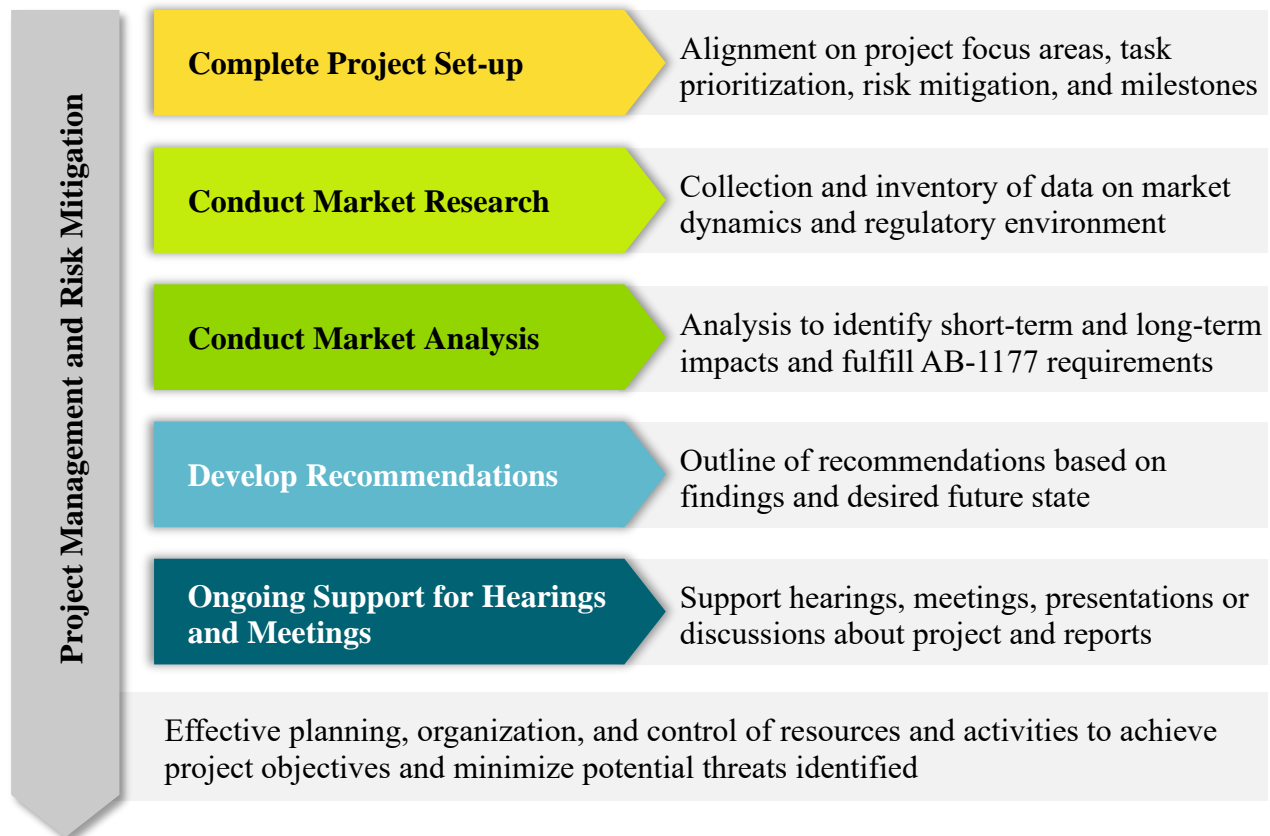


Figure 5. Major Project Tasks to be Completed

Our approach combines careful planning, in-depth analysis, and extensive engagement to deliver a compelling, data-driven final report:

Activities	Milestones
0 – Complete Project Set-Up	
<p>0.1 Project Work Plan</p> <ul style="list-style-type: none"> • Create Updated Work Plan and submit to STO’s Project Manager for review and approval • Based on feedback received, revise work plan and submit as Final Work Plan • Facilitate project kick-off meeting to review objectives, confirm scope and schedule, and discuss our way of working together • Discuss and agree on the project governance, meeting cadence, and reporting protocol • Finalize set of KPIs to help track progress and provide performance monitoring <p>0.2 Stakeholder and Community Engagement Planning</p> <ul style="list-style-type: none"> • Identify and map key internal and external stakeholders • Establish STO internal Working Group and Advisory Committee to guide market research analysis, and recommendations • Develop and refine a Stakeholder Engagement Plan that defines engagement objectives, activities, and timelines for each key internal and external stakeholder group • Develop public survey methodology tailored to the California communities anticipated to be served by the CalAccount program 	<ul style="list-style-type: none"> • Updated Work Plan • Final Work Plan • Stakeholder and Community Engagement Plan
1 – Conduct Market Research	
<p>1.1 Data and Documentation Review</p> <ul style="list-style-type: none"> • Develop and distribute a data and document request to acquire and organize STO’s available qualitative and quantitative data • Allow for a public input submission period to allow stakeholders to identify data that should be considered for the market analysis • Review relevant data and literature from academic and research institutions, public agencies, and other sources of thought leadership <p>1.2 Stakeholder and Community Engagement</p> <ul style="list-style-type: none"> • Develop interview guide and hold up to 10 group interviews with internal and external stakeholders to collect stakeholder perspectives on how to address AB-1177 requirements • Publish a tailored public survey that will inform the status and challenges of the unbanked and underbanked populations and the market analysis and resulting recommendations • Capture, track, and organize stakeholder and community input <p>1.3 Market Research Assessment</p> <ul style="list-style-type: none"> • Summarize data sources identified as relevant and reliable for the market analysis, and note any limitations 	<ul style="list-style-type: none"> • Public survey • Market Research Assessment
2 – Conduct Market Analysis	
<p>2.1 Finalize Analysis Methodology</p> <ul style="list-style-type: none"> • Identify key political, economic, social, and technological trends that are likely to create short-term and long-term impacts for unbanked and underbanked Californians • Finalize methodology for addressing each AB-1177 requirement using available data and information <p>2.2 Market Analysis</p> <ul style="list-style-type: none"> • Conduct qualitative and quantitative market analysis to fulfill AB-1177 requirements, which includes determining the feasibility of the CalAccount Program, potential modifications to the CalAccount Program, CalAccount Program costs, the impact on California’s unbanked population, low-cost or no-cost options available or marketed to unbanked California residents, whether alternative programs already exist that could allow the State to accomplish the same or similar goals, and recommendations for how the state can maximize the number of unbanked 	<ul style="list-style-type: none"> • Market Analysis Assessment

Activities	Milestones
California residents who become banked at the lowest cost and risk to the state, among other important considerations.	
3 – Develop Recommendations	
<p>3.1 Internal Workshopping</p> <ul style="list-style-type: none"> • Hold 2 internal workshopping sessions with the STO Working Group and the Advisory Committee to develop and iterate on desired future state based on finding from the Market Research and Analysis Assessments <p>3.2 Report Development</p> <ul style="list-style-type: none"> • Finalize desired future state based on market analysis findings • Identify areas where change is needed to reach the desired future state • Map actions that leverage strengths or opportunities and address weaknesses and threats to bridge the gap between the current and the desired future state • Prioritize recommendations that best align with desired future state and public needs identified through internal and external input <p>3.3 Report Socialization and Iteration</p> <ul style="list-style-type: none"> • Hold 2 internal review sessions with key stakeholders to validate the findings and feasibility of the Draft Report and assign ownership of recommendations • Hold Draft Report Public Hearing to gather public input • Update Draft Report based on internal and external input to develop the Final Report. The Final Report be accompanied by a table of all input on Draft Report and extent to which the input was incorporated into the Final Report, and if not, the reason for not including it. An additional table of changes will identify the topics of each substantive change to the Draft Report and name the location in the Final Report where the change occurs 	<ul style="list-style-type: none"> • Draft Report • Final Report
4 – Ongoing Support for Hearings and Meetings	
<p>4.1 Ongoing Supporting for Hearings and Meetings</p> <ul style="list-style-type: none"> • Preparing presentation material in electronic format or assist the STO or the Commission in preparing such material. • Presenting in-person at hearings or meetings the status of the project, including the study methodology, the project schedule, any interim findings, and project challenges and considerations; and verbally answer any questions from the public, from legislators or their staff, or from Commissioners. • Following-up with the STO or the Commission in response to public or legislative hearings or Commission meetings 	<ul style="list-style-type: none"> • First hearing or meeting support • Support public hearing on Draft Report

D.2 Timeline

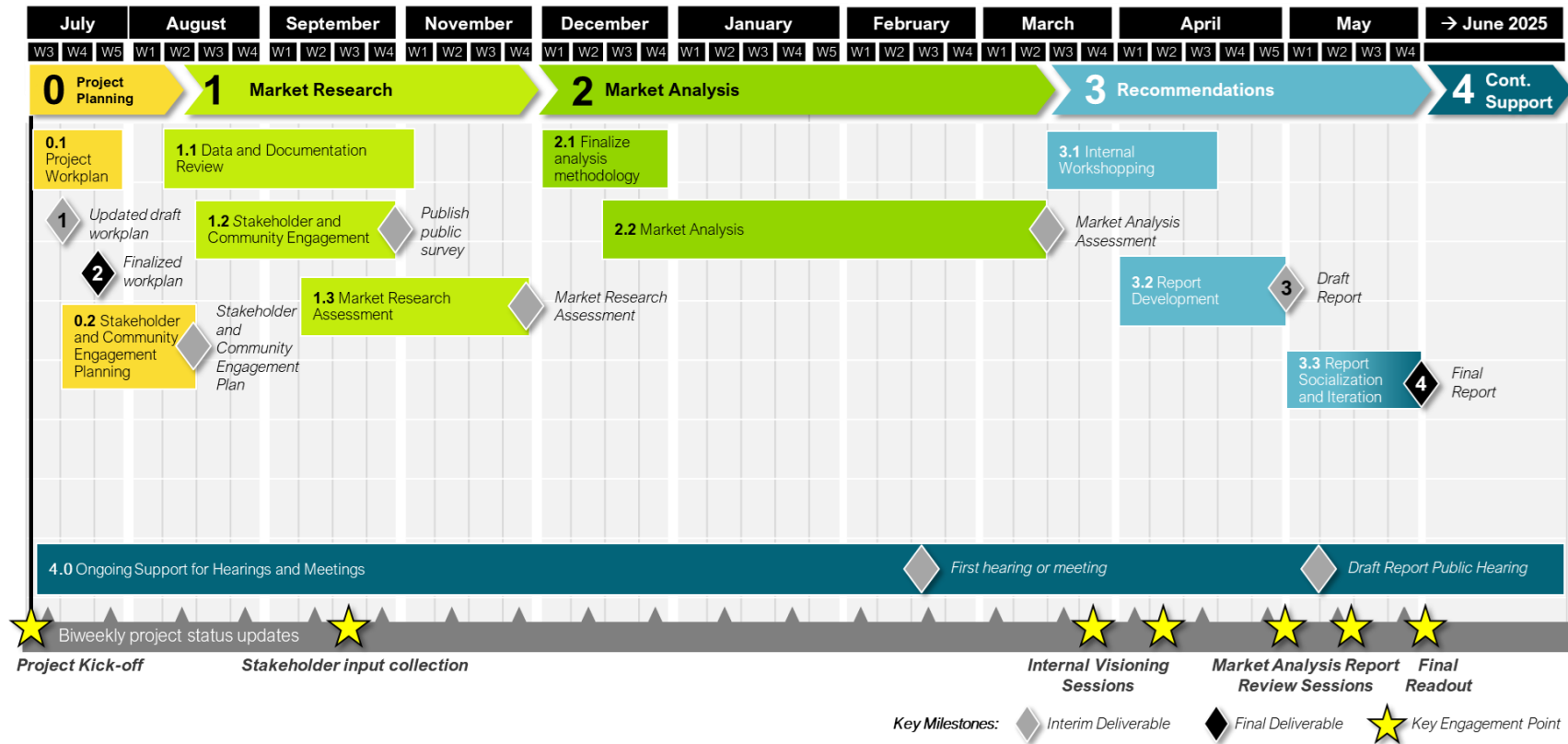


Figure 6. Timeline

Major Project Tasks:

- 0 – Project Planning (estimated duration: 5 weeks)
- 1 – Market Research (estimated duration: 11 weeks)
- 2 – Market Analysis (estimated duration: 15 weeks)
- 3 – Recommendations (estimated duration: 11 weeks)
- 4 – Support for Hearings and Meetings (estimated duration: ongoing through project duration)

D.3 Methodology

Our methodology for this report on the CalAccount Program is focused on identifying and analyzing the myriad of market, political, demographic, and socioeconomic factors involved in determining how best to provide financial services assistance to unbanked and underbanked Californians. We will identify key trends, patterns, and systemic factors contributing to financial exclusion. By integrating insights from existing data and literature with the expertise and lived experiences gathered during stakeholder and community engagement activities, our approach aims to better understand the challenges faced by underserved communities in accessing financial services, better understand the challenges financial institutions face in providing services to unbanked and underbanked Californians, and provide well-informed answers the market study and feasibility requirements of AB-1177. By combining valuable and diverse sources of knowledge and experience, our approach also strives to generate actionable and cost-effective recommendations to create effective interventions and inclusive financial solutions that empower the unbanked and underbanked in California and to determine the best role for the State of California within the interventions and solutions that will be identified.

0 - Project Planning	
Estimated Duration: 5 weeks	
Purpose	The purpose of the first step is two-fold: 1) to align on project schedule, processes, and protocols and 2) to prepare for engagement by identifying key stakeholders and creating a stakeholder engagement plan. From the outset of the project, we want to establish an approach that is highly collaborative and tailored to your working styles and preferences.
Activities	<ul style="list-style-type: none"> • Create an Updated Work Plan to be reviewed by STO's Project Manager. Based on feedback from STO's Project Manager, the Final Work Plan, with revisions, if necessary, will be submitted to the STO's Project Manager for final review and approval. • Validate and further examine project dependencies and risks which may delay the delivery of interim deliverables or the Final Report. Create a risk register, tracking, and mitigation plan • Facilitate project kick-off meeting to review objectives, confirm scope and schedule, identify key decision-makers and decision-making process, and discuss our way of working together • Discuss and agree on the project governance, meeting cadence, and reporting protocol • Finalize set of KPIs to help track progress and provide performance monitoring and build dashboard for KPI tracking
Stakeholder and Community Engagement	<ul style="list-style-type: none"> • Establish STO internal Working Group and Advisory Committee to guide market research analysis, and recommendations. Guidehouse will be available to meet with the STO and the Advisory Committee at any time during the term of the Agreement, to present and discuss project status, methodology, project risks, analysis, and interim and final findings. • Identify and map key internal and external stakeholders and develop and refine an engagement plan that defines stakeholder engagement objectives, activities, and timelines for each key internal and external stakeholder group • Define key communities and create an outreach plan that outlines how the public will be engaged during the research, analysis, and recommendations development process and how the public survey will be designed and deployed
Milestones	<ul style="list-style-type: none"> • Updated Project Work Plan • Final Project Work Plan • Stakeholder and Community Engagement Plan
Roles	<ul style="list-style-type: none"> • Guidehouse will lead project planning activities, including the Updated Project Work Plan and the Finalized Project Work Plan, and the development of the Stakeholder and Community Engagement Plan • Dreams for Change will provide subject matter expertise on stakeholder and community engagement planning
Deliverables	<ul style="list-style-type: none"> • Updated Project Work Plan detailing agreed-upon adjustments to areas of focus, task prioritization, risk mitigation, and milestones • Finalized Project Work Plan detailing agreed-upon adjustments to areas of focus, task prioritization, risk mitigation, and milestones

0 - Project Planning	
	<ul style="list-style-type: none"> Stakeholder and Community Engagement Plan outlining (a) how stakeholders will be identified, assessed, and communicated with and (b) how Californians will be connected and engaged with through the public survey and other methods

1 – Market Research	
Estimated Duration: 11 weeks	
Purpose	In this step, we will review data and information available through desktop research provided by internal and external stakeholders to understand the current state of the unbanked and underbanked and develop an initial fact base for the Market Analysis and the Final Report. We will also engage with internal stakeholders and communities of interest to better understand the current state of the unbanked and underbanked. To summarize insights from this step, we will develop a Market Research Assessment that identifies relevant and reliable data and input that will be used for the market analysis, including any data limitations and gaps that should be considered.
Activities	<ul style="list-style-type: none"> Develop and distribute a data and document request to acquire and organize information from STO and Advisory Committee members related to the state's ability to serve the financial services needs of unbanked and underbanked Californians and the requirements of AB-1177 Inventory and filter potential data and information for use in market analysis and to inform recommendations. Data and information collected will be broad, covering the political, economic, demographic, social, and technological shifts impacting the provision of financial services to the unbanked and underbanked Produce a Market Research Assessment that incorporates input from internal and external stakeholders and communities of interest regarding challenges and solutions for the unbanked and underbanked
Stakeholder and Community Engagement	<ul style="list-style-type: none"> Develop an interview guide and hold up to 10 group interviews with internal and external stakeholders to better understand the challenges affecting the unbanked and underbanked and potential roadblocks in and solutions to providing support Develop and deploy a public survey to obtain community input on the challenges those who are unbanked or underbanked face and preferred avenues of support Allow for a public input submission period that allows the public to provide data sources and information for consideration in the market research and analysis Capture, organize, and track stakeholder and community input collected through activities detailed in the Stakeholder Engagement Plan and Community Outreach Plan
Roles	<ul style="list-style-type: none"> Guidehouse will lead market research activities, the development of the Market Research Assessment, and stakeholder and community engagement activities Dreams for Change will provide subject matter expertise on relevant research, case studies, and stakeholder and community engagement planning
Deliverables	<ul style="list-style-type: none"> Market Research Assessment summarizing summarize the thorough review and validation of data and literature on the trends, challenges, and case studies related to providing financial services to the unbanked and underbanked, The assessment will describe the validity of data to be used in study and analysis, and the basis of that assessment. Validity will be shown as a percentage of confidence in the accuracy of the data elements. The assessment will also include a listing of all relevant sources and references to be used in the analysis

2 – Market Analysis	
Estimated Duration: 15 weeks	
Purpose	In phase 2, we will take a dive deep into understanding the specific characteristics, preferences, behaviors, and needs of the unbanked and underbanked and the potential financial services assistance solutions to answer the requirements of AB-1177. As such, the market analysis assessment will be a comprehensive evaluation of the characteristics, dynamics, and potential of providing financial services assistance to the unbanked and underbanked and the overall landscape and conditions of potential solutions. The market analysis will help identify gaps in the existing financial ecosystem and provide insights into the design of the CalAccount Program or alternatives. These characteristics, gaps and insights will inform the recommendations to be developed in Phase 3. The market analysis will also consider all the important considerations for the study as outlined in the RFP.

2 – Market Analysis	
Activities	<ul style="list-style-type: none"> • Identify key national and local trends that are expected to impact the provision of financial services assistance to the unbanked and underbanked. Trends may include political, economic, demographic, social, and technological shifts, priorities, and efforts. • Review existing literature on the identified trends, including relevant academic, governmental, and think tank reports, and estimate the anticipated impact of the trends on California residents • Identify threats and opportunities related to relevant trends • Examine how other governments have successfully addressed and adapted to the trends and existing laws and regulations and whether such interventions would be feasible for the state • Use insights from phases 1 and 2 to develop a SWOT analysis that includes a list of STO's top strengths (S), weaknesses (W), opportunities (O), and potential threats (T) to the CalAccount Program, including estimated costs, benefits, and impacts. • Answer each AB-1177 using insights from the data and information collected and analyzed
Stakeholder and Community Engagement	<ul style="list-style-type: none"> • Synthesize public survey findings into a prioritized list of future needs to inform the market analysis and to be addressed in Phase 3
Roles	<ul style="list-style-type: none"> • Guidehouse will lead market analysis activities, the development of the Market Analysis Assessment, and stakeholder and community engagement activities • Dreams for Change will provide subject matter expertise on methods of analyses and stakeholder and community engagement planning
Deliverables	<ul style="list-style-type: none"> • Market Analysis Assessment summarizing the assessment of the validity of data to be used in study and analysis, and the basis of that assessment. Validity will be shown as a percentage of confidence in the accuracy of the data elements. The assessment will also include a listing of all relevant sources and references to be used in the analysis

3 – Recommendations	
Estimated Duration: 11 weeks	
Purpose	After conducting the market analysis and determining the desired future state, we will develop forward-looking and practical strategic recommendations on how the state can maximize the number of unbanked California residents who become banked at the lowest cost and risk to the state.
Activities	<ul style="list-style-type: none"> • Use feedback from stakeholder and community engagement on the desired future state with the STO Working Group and Advisory Committee during visioning sessions • Identify gaps in current systems and processes where change is needed to reach the desired future state • Outline strategic actions that can leverage strengths or opportunities and address or mitigate weaknesses and threats related identified in previous phases • Analyze the costs, benefits, and impacts of viable recommendations that align with community needs • Develop recommendations for how the state can maximize the number of unbanked California residents who become banked at the lowest cost and risk to the state and for collaborating with public, labor and NGO partners • Draft and iterate a detailed and extensive Draft Report
Stakeholder and Community Engagement	<ul style="list-style-type: none"> • Hold 2 internal visioning sessions with STO Working Group and Advisory Committee to develop and iterate on the desired future state • Hold internal review sessions with the STO Working Groups and Advisory Committee on Draft Report • Support with public hearing on Draft Report to report findings and validate the feasibility and comprehensiveness of the report
Roles	<ul style="list-style-type: none"> • Guidehouse will lead the development of recommendations, the Draft Report, and the Final Report and stakeholder and community engagement activities • Dreams for Change will provide subject matter expertise on methods of analyses and stakeholder and community engagement planning
Deliverables	<ul style="list-style-type: none"> • Draft Report that outlines study methodology, identification of all assumptions and the basis for each assumption, assessment of the validity of all data used in the study and analysis, the list of all relevant sources and references used, a table that cross references

3 – Recommendations	
	<p>each SOW element identified in RFP section A.4.a) with the locations in the report where the SOW element is addressed, analysis findings, and recommendations</p> <ul style="list-style-type: none"> • Final Report that outlines study methodology, identification of all assumptions and the basis for each assumption, assessment of the validity of all data used in the study and analysis, the list of all relevant sources and references used, a table that cross references each SOW element identified in RFP section A.4.a) with the locations in the report where the SOW element is addressed, analysis findings, recommendations, a table of all input received on Draft Report and to what extent the input was incorporated into the final report, and a table of changes that identifies the topics of each substantive change to the Draft Report and the name and location in the Final Report where the change occurs

4 – Support for Meetings and Hearings	
Estimated Duration: ongoing for duration of project	
Purpose	Throughout the project term, Guidehouse will support public and Legislative hearings, and as requested, at Commission meetings.
Activities	<ul style="list-style-type: none"> • Preparing presentation material in electronic format (e.g., Microsoft Word, PowerPoint, etc.), or to assist the STO or the Commission in preparing such material • Provide progress reports to, and receive feedback from, the Commission at regular intervals or by request and be available to provide testimony and answer questions at any legislative hearing held within 12 months of the delivery of the market analysis to the Legislature
Stakeholder and Community Engagement	<ul style="list-style-type: none"> • Plan and facilitate Advisory Committee meetings • Present in-person at the hearing or meeting the status of the project, including (but not necessarily limited to) the study methodology, the project schedule, any interim findings, and project challenges and considerations; and verbally answering any questions from the public, from legislators or their staff, or from Commissioners • Follow-up with the STO or the Commission in response to public or legislative hearings or Commission meeting
Roles	<ul style="list-style-type: none"> • Guidehouse will provide support for meetings and hearings as directed by the STO Project Manager
Deliverables	<ul style="list-style-type: none"> • First public hearing or meeting support • Support public hearing on Draft Report

D.4 Key Performance Indicators

Key Performance Indicators (KPIs) are a critical component of our project management approach, enabling us to monitor and report on project performance. Guidehouse uses specific and measurable KPIs to ensure effective project management. We assess project health by analyzing staffing resources, schedule adherence, cost control, and expected impact KPIs. Variance on Schedule helps us evaluate whether the project is ahead of or behind schedule, enabling us to make timely adjustments to meet project milestones. Moreover, we closely monitor budget variance to assess the variance between actual project expenses and the allocated budget. This allows us to identify any cost overruns or savings and take appropriate measures to manage the project's financial health. Additionally, Estimate at Completion provides insight into the projected total cost of the project based on current performance, similarly allowing us to adjust resources and budgets as needed. These metrics provide a comprehensive view of a project's overall health and enable us to proactively address any resource constraints, scheduling issues, cost deviations, and potential impacts on project outcomes. By leveraging these project management KPIs, we effectively manage projects, optimize resource allocation, mitigate risks, and ensure successful project delivery.

As such, for this engagement we will create and maintain an online project dashboard available to the STO, the Commissioners, and the Advisory Committee members that will include the following KPIs:

- A project status report, including an executive summary of the status of all major study activities
- A detailed project schedule, showing dates and progress of tasks
- Project risks and issues, including impact and mitigations

- A project budget showing the usage of the contract funds which are allocated for use to the delivery of the Final Report, and the amount of usage after the Final Report until the end of the Agreement
- A monthly progress report that coincides with the billing period. This monthly report shall provide a summary description of the work performed during the month, difficulties encountered, remedial actions, and a statement about the work to be undertaken during the following month

The project dashboard will be updated weekly, and the budget and progress report portions will be updated monthly in association with the submission of monthly invoices.

D.5 Proposed Project Management Methodologies and Communications

Guidehouse and STO will kick off the project with a five-week project planning phase, where we will collaborate to set expectations for engaging your team members, determine the available data that will inform subsequent phases, and customize the project management methodology that will drive successful project completion. We utilize our proven Project Management Framework to execute an effective project. Guidehouse will begin work by collaboratively engaging with STO to customize our project management to work for you. Our project management approach is comprised of five equal components (**Figure 7**):

- **Planning, Management, and Execution:** We will ensure coordination with your team by establishing a schedule for regular and consistent project status meetings and reports. Our ongoing reports will synthesize detailed updates in a concise format, communicating relevant information and/or project-related issues to your stakeholders. Your team may prefer to attend project status meetings or refer to the written project information at any time to know exactly what has been done and review progress towards fulfilling the requirements of AB-1177. These regular status meetings and updates will allow STO regular opportunities to provide input on interim work products.



Figure 7. Our Project Management Approach

- **Communications Management:** Clear and coordinated messaging to stakeholders is a vital component of our approach. Throughout the project, we will work hard to communicate the purpose of the market analysis and impact of findings to appropriate stakeholders. The team will begin its work in communication management by developing an understanding of the stakeholders of the market analysis and the kinds of messaging they require.
- **Stakeholder Management:** Beyond communications, it will be critical to engage STO's internal and external stakeholders throughout this project to conduct well-informed analyses and to develop substantive recommendations. Guidehouse has experience working with diverse stakeholders and encourages open feedback and discussion throughout every step of a project. We will build in adequate time for stakeholders to review, provide input, and approve deliverables. We will work with our primary point of contact with STO to identify the appropriate individuals to provide feedback throughout the project. Outreach to key stakeholders will begin after the stakeholder engagement plan is approved by STO working group to collect relevant qualitative and quantitative market research data that should be

considered for the purpose of conducting the market analysis. Guidehouse will filter the data sources suggested for quality and relevance to conduct an objective analysis.

- Data Management.** For every contract, Guidehouse creates an Engagement Data Security Plan that memorializes in a single document all the information security laws, regulations, policies and other protection and handling requirements that pertain to the sensitive information that is to be handled throughout the engagement. This data security plan serves as a resource to engagement team members by providing a common understanding of the information security protection and handling requirements for the sensitive information that is to be handled throughout the engagement. Guidehouse has also served as a trusted partner and expert advisor in several enterprise privacy programs, including Privacy Act compliance, Health Insurance Portability and Accountability Act (HIPAA) and Data Protection, and is experienced in safeguarding personally identifiable information (PII) and protected health information (PHI) throughout engagements. We protect customer confidentiality by requesting and retaining deidentified data where possible, assigning randomized IDs for analyses and reports, and utilizing a secure file environment for sensitive data transfer.
- Financial Management:** We ensure the accuracy of invoices and maintain an “on budget” project workflow by creating and maintaining a financial tracker. The tracker will provide a dashboard of metrics detailing all aspects of financial performance. We will evaluate project hours and identify potential work efficiencies. Project KPIs will be monitored to ensure the on-time delivery of work products and the quick resolution of potential project-related issues. Draft invoices will be compared to contract terms and the financial tracker to ensure compliance. All invoices will be personally approved by the Guidehouse project manager before delivery to STO and will comply with your invoice policies, including on-time, complete, and accurate invoice submittals.



Figure 8. Example of Project Status Templates & Project Plans

D.6 Estimated Hours and Costs per Month by Key Personnel

Table 3. Estimated Hours and Costs Per Month By Key Personnel

Name	Company	Role in Project	Estimated Project Hours per Month	Estimated Cost Per Month
Collin Lopes	Guidehouse	Engagement Leadership	3.6	\$1,512.00
Peter Janson	Guidehouse	Project Oversight	45	\$13,770.00
Mark Tuggle	Guidehouse	Project Manager	150	\$29,550.00
Pilar Rivera-Cruz	Guidehouse	Finance Consultant	22	\$6,732.00
Catherine Bendinelli	Guidehouse	Finance Consultant	140	\$34,860.00
Miriam Marlene Voigt	Guidehouse	Finance Consultant	150	\$45,900.00
Adela Soriano	Guidehouse	Finance Consultant	150	\$31,800.00
Holly Lewis	Guidehouse	Economics Consultant	90	\$19,080.00
Marilynn Alvarado	Guidehouse	Program Strategy Consultant	175	\$34,475.00
Winta Tewolde	Guidehouse	Equity and Inclusion Subject Matter Expert	4	\$788.00
Dan Barrett	Guidehouse	Customer Experience Subject Matter Expert	4	\$1,224.00
Raquel Malmberg	Guidehouse	Operational Excellence Subject Matter Expert	1	\$306.00

California State Treasurer's Office
SA000004-23

Name	Company	Role in Project	Estimated Project Hours per Month	Estimated Cost Per Month
Ann Davison	Guidehouse	Communications Subject Matter Expert	4	\$1,512.00
Shaun Fernando	Guidehouse	Strategy Subject Matter Expert	1.5	\$459.00
Catherine Riddle	Guidehouse	Financial Services and Technology Subject Matter Expert	4	\$1,512.00
Zeshta Bhat	Guidehouse	Cybersecurity Subject Matter Expert	4	\$1,224.00
Teresa L. Smith, Ph. D.	Dreams for Change	Disadvantaged Community Development Subject Matter Expert	42	\$12,852.00
Maria Kei Oldiges	Beneficial State Foundation	Social Impact Subject Matter Expert	32	\$6,944.00

E. Market Analysis

In the market analysis phase, we will take a deep dive into understanding the specific characteristics, preferences, behaviors, and needs of the unbanked and underbanked and the potential financial services assistance solutions to answer the requirements of AB-1177. As such, the market analysis assessment will be a comprehensive evaluation of the characteristics, dynamics, and potential of providing financial services assistance to the unbanked and underbanked and the overall landscape and conditions of potential solutions. The market analysis will help identify gaps in the existing financial ecosystem and provide insights into the design of the CalAccount Program or alternatives. The market analysis will also consider all the important considerations for the study as outlined in the RFP. The analysis will form the basis with which we will help the Committee to determine the suitability of the proposal CalAccount Program.

E.1 Feasibility of the CalAccount Program

The CalAccount initiative is a groundbreaking effort to improve access to financial services for underserved groups in the state. We know there are many challenges in achieving this, and that the feasibility analysis will be critical to success. We will take the information collected during the market research phase and synthesize it to help us understand the feasibility of the program. Guidehouse will establish a broad understanding of the current state of the groups of interest (i.e., Californians who are unbanked or underbanked) as described in section E.4. Based on this group, we will identify key national and local trends that are expected to impact the provision of financial services to the unbanked and underbanked. These trends may include political, economic, demographic, social, technological or market based factors. We will review existing literature on the identified trends, including relevant academic, governmental, and think tank reports, and estimate the anticipated impact of the trends on California residents. Our team will use these insights to develop a SWOT analysis that includes a list of the state's top strengths (S), weaknesses (W), opportunities (O), and potential threats (T) in implementing the CalAccount Program, as well as the estimated costs, benefits, and impacts. We will use this information to establish a realistic understanding of the feasibility of the CalAccount Program, including issues and roadblocks that could prevent program success.

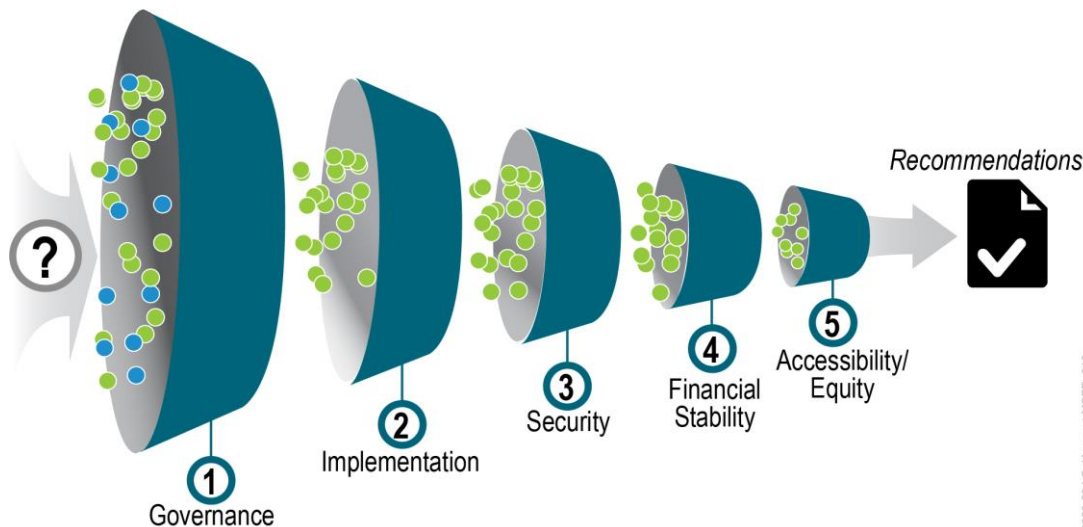


Figure 9. CalAccount Program Recommendations

E.2 Potential Modifications to the CalAccount Program

Guidehouse is a strong believer that people support what they help to create. Accordingly, we will seek to develop program modifications that come from broad collaboration across stakeholder groups. Through the course of assessing the feasibility of the CalAccount Program our team will identify gaps, inefficiencies, and issues with the proposed program that likely put success at risk. We will take that information with us to

explore potential modifications to the program that may enable success. The team will begin by socializing these ideas to stakeholders across the spectrum, including the potential recipients (i.e., unbanked and underbanked people across a diverse range of life experiences), the government officials that will be responsible for the program and/or impacted by it, the general public, and even groups that may be perceived as competition (e.g., big banks, payday loan providers and check cashing service providers).

E.3 CalAccount Program Costs

As part of determining the feasibility of the program, Guidehouse will establish baseline estimates for costs to establish the program and maintain operations. We will compare these costs to estimated forecasts of possible revenue streams that may cover the costs. As stated in section E.1, this is a revolutionary program that will require outside the box thinking for ways to establish reasonable revenue streams. Our forecast will go out 6-years and include 3 scenarios for achieving solvency. These scenarios will consider a range of sources such as government funding, private funding, and even possible services or products CalAccount can provide that help offset costs.

E.4 California's Unbanked Population

Team Guidehouse will perform a deep analysis to illustrate more completely the multiple factors that play into individuals becoming and/or remaining unbanked or underbanked. The factors will include historical policies, economic violence, structural barriers, behavioral barriers, immigration status barriers, regional and geographic factors, gender and racial disparities, cultural competencies or bias at financial institutions, and practices by both predatory and conventional financial institutions that perpetuate or exacerbate financial exclusion.

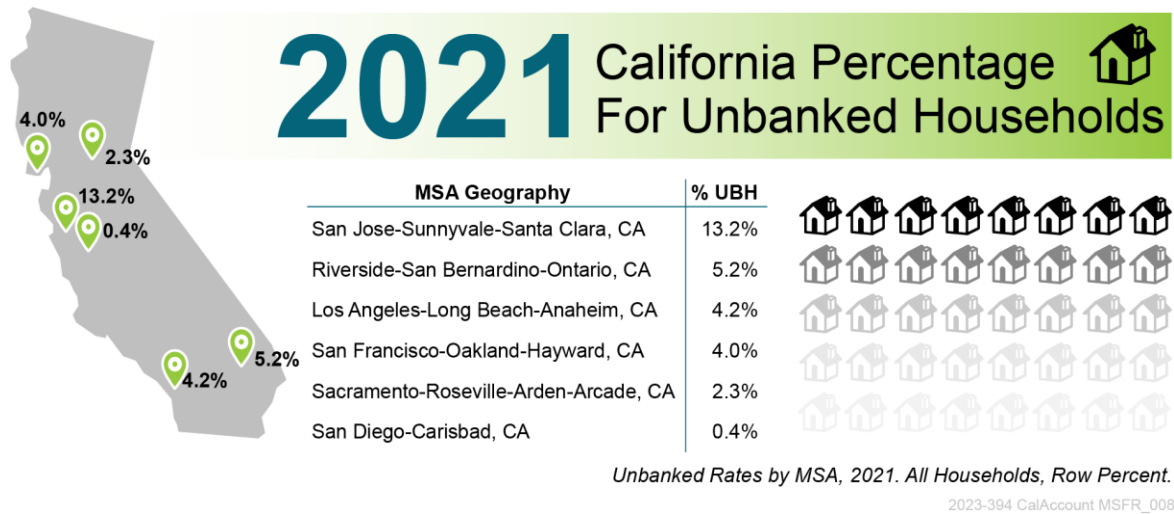
E.4.1 Historical Factors

We will look first to the historical factors, such as policies going back to the Roosevelt Administration during the 1930s (e.g., first civilian Public Housing Program) and early redlining, and how these historical factors have established many of the systemic factors that have led to certain socioeconomic and racial groups to become statistically more likely to being unbanked or underbanked.

Within this historical focus, we give particular focus to the trends that have occurred within California's history, to ensure that we distinguish between those occurring nationally and the trends occurring within California's unique regions (e.g., Southern, Central/Inland, Bay Area, Northern California). For example, we will look at California's early immigration patterns, state political history, and local policies that can promote wealth creation or destruction.

E.4.2 Regional and Geographic Factors

Team Guidehouse will examine the regional and geographic factors that can play into driving unbanked and underbanked rates. Such factors for examination are regional and local economies, education and employment opportunities, cost of living (including housing), existence of immigration communities to support the underbanked and unbanked, and healthcare. Using available data from governments, academic institutions, and non-profits such as our partner Dreams to Change, we will look for linkages that between multiple variables and seek to find correlations between regional and geographic factors that drive unbanked and underbanked rates to both increase and decrease. Knowing both how rates rise and fall will be instrumental in developing recommendations for CalAccount that are attuned to regional or geographic variations.



Source: FDIC

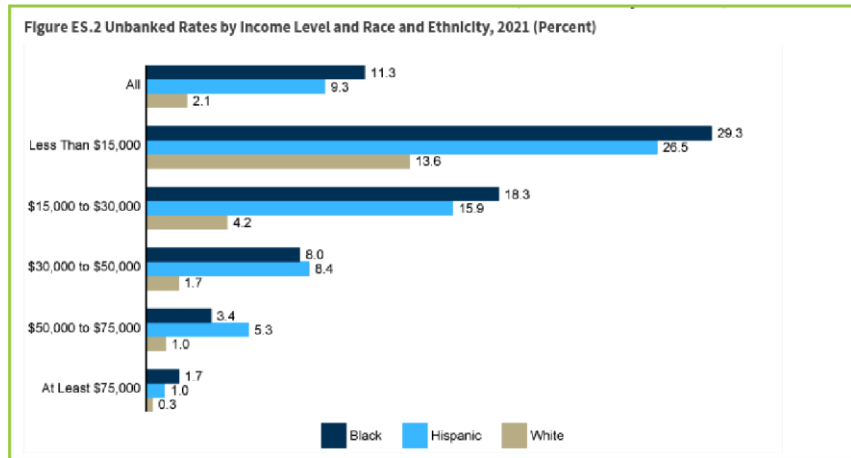
Figure 10. California Percentage for Unbanked Households

E.4.3 General, Gender, Immigration-status, and Racial Disparities

A statistically high number of individuals are pushed into unbanked or underbanked circumstances because of institutional and systemic racism, gender disparities, and immigration status. Building upon published Federal reports on racial, gender, and immigration status-specific rates of underbanked and unbanked, Team Guidehouse will drill down into the data to develop a more refined understanding of the general and racial disparities that exist between banked versus unbanked or underbanked individuals. Our proposed team is experienced in tying together disparate data sources to illustrate themes that otherwise are elusive when only seeing one dataset, or only a part of the whole picture. These disparate sources may be Federal Census data, S&P Global's Market Intelligence database, data from U.C. Berkeley's Institute for Othering and Belonging, and local government statistics. Using census data, we would analyze the data geographically using mapping tools (e.g., PolicyMap), which have data relevant to un-/under-banked from FDIC and FFIEC in map form. This data visualization which could be very helpful to identifying specific communities and areas of need. S&P Global's Market Intelligence database has illuminating data about cost of deposit services, fee income in certain banking adjacent sectors--e.g., list of alternative financial services providers including predatory lenders. Our aim will be to identify what general and racial attributes correlate most strongly to underbanked and unbanked circumstances.

E.4.4 Financial Entities and Predatory Practices

The public and private sectors both play a role in addressing the racial and economic disparities in financial exclusion. The success of the predatory financial services sector among the un- and under-banked markets reveals clear financial service gaps. Individuals often use Alternative Financial Services because they have no choice or alternative, however these same institutions prey on their vulnerability with large fees, penalties, and inadequate wealth growth services in return. Team Guidehouse will look at the spectrum of these financial entities and practices and identify their respective impacts, usage, and what alternatives exist, if any.



<https://www.fdic.gov/analysis/household-survey/2021execsum.pdf>

Figure 11. Unbanked Rates by Income Level, Race and Ethnicity

E.4.5 Survey Overview

Our team will also administer a survey to underbanked and unbanked households. Team Guidehouse has experience delivering surveys through local community-based organizations (CBOs) that have strong ties to their respective communities. Our team will work with CalAccount to target specific communities and demographics to create detailed ‘personas’ for the underbanked and unbanked, which will help to later refine recommendations that are targeted to delivering the most positive impact for the investment made. For example, survey activities will look at exploring a range of attributes from educational attainment level, immigration status, gender, customer experience, and personal history in being unbanked or underbanked. These data points will allow us to test, challenge, or validate hypothesis we will have developed during our general research and analysis.

E.5 Low-Cost or No-Cost Options

A key aspect of our research will be understanding the current state of low-cost and no-cost options that exist for unbanked and underbanked groups. As part of our research for potential program modifications, we will consider the applicability of these existing options to support and even supplement services from CalAccount. These partnerships will be vital in leveraging existing momentum from these groups in helping unbanked and underbanked groups. It will be important to gain a clear understanding of the things that work for these groups, things that do not work, and the scalability of the options. With a challenge like this, it will be important for us to consider a variety of approaches and how they might fit together because the solution should not be a “one size fits all” structure.

E.6 Program Alternatives

Team Guidehouse has years of experience performing alternatives analyses for clients, across a variety of areas such as finance, technology, operations, and programming. Our ability as an independent consulting firm unencumbered by exclusive partnering agreements allows us to deliver objective assessments to organizations such as STO. Furthermore, our experience in implementing many programs, technology systems, and financial processes and services has given us a wealth of experience to draw upon for delivering analyses that are feasible, grounded in best practices, and informed by an understanding of what does not work effectively. We can break this analysis down into multiple parts: alternatives analysis, cost-benefit analysis, and effectiveness and scalability analysis.

E.6.1 Alternatives to CalAccount

Team Guidehouse will draw upon its collective experience and research resources to identify what alternative models exist within California or the United States generally (e.g., BankOn), and internationally (e.g., Japan Post Bank). In every alternative our team identifies, we will look at their design, the services they provided, the history of such programs, their impact, and their governance and institutional support. This holistic picture will give CalAccount an understanding of the variety of programs that have been implemented, which ones are successful, and by what measure.

E.6.2 Risk and Costs of Alternatives

Team Guidehouse is also experienced at performing high-level cost-benefit analysis for government entities or financial clients. Our proposed team can look at the alternatives identified and find available information through market research or direct engagement. We will identify the capital and resourcing costs for creating and delivering the alternative programs. This will include prerequisite funds, approximate staffing numbers and labor costs, IT costs, legal and administrative costs, as well as other significant costs. From a regulatory and risk management perspective, we can draw upon our Risk Management practice to identify where regulatory risks exist and how they could be mitigated through alternative approaches. Related to IT, our cybersecurity practice can provide guidance on the approximate cybersecurity costs to creating a program, as well as approximate costs for alternative approaches. Combined with the preceding analysis, this costing and risk analysis will help to form a more complete cost-benefit analysis that will help direct STO to appropriate program designs.

E.6.3 Effectiveness and Scalability

With our implementation experience and background in managing and supporting the operations of financial public sector organizations and public sector entities in general, including less apparent aspects such as the customer experience, we can identify where offerings can be scaled and made most effective towards reducing the rates of unbanked and underbanked. We can go deeper than just services alone and have worked with clients to design processes and channels for optimum delivery and can bring these lessons learned and best practices to bear.

E.7 Recommendations

Based on the prior research, Guidehouse will deliver a suite of recommendations to STO for designing and implementing a program that improves underbanked and unbanked rates. For similar efforts that sought to impact large swaths of the public, our team has experience in designed recommendations that have components for timing (or phases), specific audiences, and priority. This will allow STO to see how recommendations can be prioritized and rolled out in a sequenced manner over time.

Team Guidehouse will not develop these recommendations in a vacuum, however, and our team is practiced in creating recommendations collaboratively with groups of stakeholders. The recommendations for STO would be no exception, and our project team would work with STO and CalAccount leadership to define and refine recommendations, along with the input of desired stakeholders. This better ensures the recommendations are not incomplete or created with a missed fatal flaw that would significantly set back CalAccount upon rollout.

Ultimately our goal is to maximize the available resources toward reducing the rates of unbanked and underbanked individuals and families. Our recommendations are likely to be designed with nuance, and focus on targeted populations based on ethnicity, race, gender, immigration status, geographic area, and specific financial needs.

E.8 viii. Outreach Alternatives

Team Guidehouse will work with the STO to weigh the outreach options, channels, and alternatives available for marketing to and recruiting underbanked and unbanked individuals and families. Our team is experienced in public stakeholder engagement methods and has seen many practices in action. We have seen the importance of using community partners and trusted leaders to effectively deliver messages for historically distrusted entities, such as the government.

Given the underbanked and unbanked are made of many communities that have their own histories of being exploited by their own governments, we will tailor our outreach approach in a fashion that respects the unique, individual experiences of communities. In working with the STO to define an outreach approach, we will also tailor our approach and marketing approaches to regional factors, such as local financial institutions and services in demand.

We will also reference prior survey data to develop outreach recommendations that will present CalAccount as an attractive alternative to many of the predatory financial entities that currently exploit the underbanked and unbanked. The survey analysis will also advise STO on what advantages—whether it is the relationships they have built or the effectiveness of their marketing—the private sector holds over STO and the CA government more generally.

E.9 Public-Private Partnership Governance

Team Guidehouse is adept and experienced at building governance structures for both large and small organizations, and structure that have aspects that are external and internal facing. We have learned how to create leadership structures over governance structure, the appropriate leadership-management-staff ratios and governance bodies that typically exist within a governance structure before they become unwieldy, or break down, or are too small to effectuate a change.

We have also worked with organizations to design and implement tools and procedures for driving a functional, deliberative process within the structure. With our finance background, we will bring our professional experience creating and working with financial governance structures, and tailor our recommendations appropriately.

With this experience, our team will be able to explore designs and deliver recommendations for a governance structure that would be the basis for a public-private partnership for the CalAccount program. With our team's relationships throughout the state and knowledge of how public-private governance can function, we are confident we can design a structure that work for the public governments, private partners, labor groups, and NGOs.

E.10 Costs, Benefits, and Impacts

Based upon the recommendations we have drafted for STO to implement CalAccount and any alternatives, our team will create a range of costs, benefits and impacts that will be broken down into subsets for specific groups, regions, and stakeholders. We will use available data and estimates on the future program to calculate the financial benefits to the underbanked and unbanked, as well as the costs to STO for supporting such a program. We will include any assumptions to these costs and benefits, such as the availability and prevalence of public benefits (e.g., GATE cards), the availability and efficiency of CalAccount's services and products, as well as how these costs and benefits accrue over the longer term, such as 10 or 20 years into the future when individuals have had sufficient time to accrue a personally significant level of wealth.

This cost-benefit-analysis will also be informed by details such as modern technological options, such as CalAccount services that may be available through mobile platforms and therefore more available to individuals in rural areas.

From these individual benefits, we will extrapolate benefits to communities, regions, and the state as whole. We will measure these against the costs to run the CalAccount program and any ancillary costs to the private sector as well (e.g., possible reduction in private entities and any impacts it may have on the local economy and job market)

E.11 Important Considerations

Throughout the analysis, Guidehouse will maintain a list of important considerations to drive a program design for success. We will review this list on a regular basis to serve as a point-in-time check on the degree with which the analysis considers the whole system, not just a few key factors or considerations. This will include key items identified in previous steps such as number of potential accountholders from our analysis in section E.4 above, availability of financial institutions as understood from interviews and research in section E.2, and how to deal with the more challenging aspects of achieving this goal (e.g., working with individuals that lack IDs or a credit history).

F. Cost Proposal Worksheet

The Cost Proposal Worksheet has been provided in Attachment 6, Cost Proposal Worksheet per RFP No. SA000004-23 instructions.

G. Required Attachments

Attachment 1: Required Attachments

California State Treasurer's Office
SA000004-23

ATTACHMENT 1

REQUIRED ATTACHMENT CHECKLIST

Complete this checklist to confirm the items in your proposal. Place a check mark or "X" next to each item that you are submitting to the State. For your proposal to be responsive, all required attachments must be returned. This checklist should be returned with your proposal package also.

<u>Attachment #</u>	<u>Attachment Description</u>
<input checked="" type="checkbox"/> Attachment 1	- Required Attachment Checklist
<input checked="" type="checkbox"/> Attachment 2	- Proposal/Proposer Certification
<input checked="" type="checkbox"/> Attachment 3	- Minimum Qualifications Certification
<input checked="" type="checkbox"/> Attachment 4	- Proposer References
<input checked="" type="checkbox"/> Attachment 5	- Resumes of Key Personnel
<input checked="" type="checkbox"/> Attachment 6	- Cost Proposal Worksheet
<input checked="" type="checkbox"/> Attachment 7	- Payee Data Record (STD. 204)
<input checked="" type="checkbox"/> Attachment 8	- Darfur Contracting Act Certification
<input checked="" type="checkbox"/> Attachment 9	- Iran Contracting Act Certification
<input checked="" type="checkbox"/> Attachment 10	- Contractor Certification Clauses (CCC 04/2017)
<input checked="" type="checkbox"/> Attachment 11	- California Civil Rights Laws Certification
<input checked="" type="checkbox"/> Attachment 12	- Bidder Declaration (GSPD-05-105)
<input checked="" type="checkbox"/> Attachment 13	- Small Business or Microbusiness Preference*
<input checked="" type="checkbox"/> Attachment 14	- Non-Small Business or Microbusiness Preference*
<input checked="" type="checkbox"/> Attachment 15	- Commercially Useful Function Evaluation
<input checked="" type="checkbox"/> Attachment 16	- DVBE Participation Requirements
<input checked="" type="checkbox"/> Attachment 17	- Target Area Contract Preference Act (TACPA)*

*If Applicable

Attachment 2: Proposal/Proposer Certification

California State Treasurer's Office
SA000004-23

ATTACHMENT 2

PROPOSAL/PROPOSER CERTIFICATION

This Proposal/Proposer Certification must be signed and returned along with all the "required attachments" as an entire package with original signatures. The proposal must be transmitted in a sealed package in accordance with RFP instructions.

Do not return the RFP nor the "Sample Agreement" at the end of this RFP.

- A. Place all required attachments behind this certification.
- B. The signature affixed hereon and dated certifies compliance with all the requirements of this proposal document. The signature below authorizes the verification of this certification.

**An Unsigned Proposal/Proposer Certification
May Be Cause For Rejection**

1. Company Name Guidehouse	2. Telephone Number (916)631-3227	2a. Email clopes@guidehouse.com
3. Address 1676 International Dr St 800, McLean, VA 22102		
Indicate your organization type:		
4. <input type="checkbox"/> Sole Proprietorship	5. <input type="checkbox"/> Partnership	6. <input checked="" type="checkbox"/> Corporation
Indicate the applicable employee and/or corporation number:		
7. Federal Employee ID No. (FEIN) 38-4094854	8. California Corporation No. 2227716	
9. Indicate applicable license and/or certification information:		
10. Proposer's Name (Print) Collin Lopes	11. Title Partner	
12. Signature	13. Date 05/19/2023	
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 checked="" type="checkbox"/> If yes, enter certification number: _____		
b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, enter your service code below: _____		
NOTE: Proof of Certification is required to be included if either of the above items is checked "Yes" and will be verified. Date application was submitted to OSDS, if an application is pending: _____		

Attachment 3: Minimum Qualifications Certification

California State Treasurer's Office
SA000004-23

ATTACHMENT 3

MINIMUM QUALIFICATIONS CERTIFICATION

The company certifies that it fulfills the minimum qualifications outlined in Section B of Request for Proposals (RFP) No. SA000004-23.

On behalf of Guidehouse,
(Company Name)

I certify that said company, including any and all subcontractors, complies with the Minimum Qualifications set forth in Section B of RFP No. SA000004-23.

<hr/>	<hr/>
(Authorized Signature)	Guidehouse (Company Name)
<hr/>	<hr/>
Collin Lopes	05/19/2023
(Print Name)	(Date)
<hr/>	
Partner	
(Title)	

Attachment 4: Proposer References

4.1 Proposal Reference #1

REFERENCE 1			
Name of Organization	Global Engagement Strategies Ginnie Mae – Global Investors and Market Advisors (GIMA)		
Street Address 425 3 rd Street, SW, Suite 500	City Capitol View	State Washington	Zip 20024
Contact Person Sandy L. Picard, CFE, FAC COR II Capital Markets Analyst	Telephone Number (202) 475-4948 office / (202) 485-9585 fax		
Date of Service February 11, 2022 – Present	Value or Cost of Service \$12,923,881.28		
Brief Description of Service Provided Guidehouse supports Ginnie Mae's GIMA contract by providing industry leading data analysis. On a monthly basis, our team produces the Global Market Analysis Report, which encompasses broad U.S. housing market data, specific primary and secondary mortgage market data, and a highlight of a new key topic every month. We collect primary and secondary mortgage market data from multiple sources and clean the datasets to present usable data for analysis. Guidehouse works to generate meaningful data tables and graphs while also developing commentary that provides in depth analysis of the trends or lack thereof within the data. Guidehouse has become well versed in understanding the data requirements of Ginnie Mae, researching sources, and, in collaboration with Ginnie Mae, deciding on the most applicable data sources to leverage. Guidehouse continues to adapt as Ginnie Mae's data needs have evolved over the life of the engagement. Over the course of the contract, Ginnie Mae has requested Guidehouse perform ad hoc analyses that consist of unique topics. The most recent ad hoc analyses included performing research on the impact of the Ukraine-Russia conflict on the U.S. mortgage market and information on the implications of China's currency policy on the U.S. housing market. Guidehouse leverages our robust catalogue of databases and subscription-based data sources to provide factual and data driven reports for Ginnie Mae's Office of Capital Markets.			

4.2 Proposal Reference #2

REFERENCE 2			
Name of Organization	Small Business Administration (SBA) SBA Fiscal Transfer Agent (FTA) for the 7(a) Loan Program and Secondary Market		
Street Address 409 3 rd Street SW	City Washington	State DC	Zip 20416
Contact Person Frank Lim, Contract Officer Representative	Telephone Number (202) 205-4798		
Date of Service May 1, 2020 – Present	Value or Cost of Service No cost to government- loan program fees pay for GH services		
Brief Description of Service Provided The SBA selected Guidehouse to be the Fiscal Transfer Agent (FTA) for the 7(a) Loan Program and Secondary Market. With a portfolio of over 400,000 loans and a balance of over \$100 billion, the flagship 7(a) Loan Program provides access to capital to small businesses unable to secure financing on reasonable terms through conventional financing. The Secondary Market enables 7(a) lenders to sell the guaranteed portion of an SBA loan into the capital market. With this contract award and to ensure compliance with enhanced Federal IT Security Standards and protect the integrity of the SBA loan programs, the SBA sought to migrate the data and applications to Government servers and systems. In our proposal, Guidehouse committed to a detailed plan that would migrate the data and applications from the incumbent's environment into the SBA's Capital Access Financial System (CAFS) without disruption, and would then take over the day-to-day loan operations of the FTA. Additionally, Guidehouse committed \$25 million towards system modernization and enhancements to improve program operations. This engagement is a large-scale, complex technology migration and business transformation in which Guidehouse assumed considerable risk. The incumbent had been in place for over 35 years and industry had grown accustomed to operations under the outgoing FTA. Very little investment had been made over the years and the backend coding was archaic. This added significant challenge in the "lift and shift" strategy that would minimize impact. The Guidehouse team had to overcome distrust from industry through improved customer service, high-touch engagement, transparency, frequent communications and trainings, and relationship development.			

4.3 Proposal Reference #3

REFERENCE 3			
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Name of Organization		Small Business Administration (SBA) Central Servicing Agent (CSA) for the SBA Guaranteed 504 Loan Program	
Street Address 409 3 rd Street SW		City Washington	State DC
Contact Person Steven Stine, Contract Officer Representative		Telephone Number (202) 205-7538	
Date of Service January 1, 2017 – December 31, 2021 (6-month options exercised) Current Date of Service End June 30, 2023		Value or Cost of Service No cost to government- loan program fees pay for GH services	
Brief Description of Service Provided The SBA selected Guidehouse to be the Central Servicing Agent (CSA) for the 504 Guaranteed loan program. With a portfolio of over 55,000 loans and a balance of over \$29.5 billion, the 504 Loan Program provides access to capital to small businesses unable to secure financing on reasonable terms through conventional financing. As the CSA, Guidehouse committed to a detailed plan that would migrate the data and applications from the incumbent's environment into the SBA's Capital Access Financial System (CAFS) without disruption and has taken over day-to-day loan operations. 504 loans are offered to borrowers to purchase real estate, heavy machinery, or finance building improvements. The loans are structured in a 50/40/10 split: 50% is funded by a third party lender, 40% is funded by a Certified Development Company (CDC), a non profit corporation, and 10% is a borrower down payment. Interest rates are fixed and real estate loans are termed at 20- or 25-years, while equipment loans have a 10-year term. SBA guarantees the CDC's 40% portion of the loan. The program is funded by debentures backed by the United States Government and sold monthly to investors.			

Subcontractor References
Dreams for Change

4.4 Subcontractor Reference #1

REFERENCE 1			
Name of Organization	United Way of San Diego		
Street Address	City	State	Zip
4699 Murphy Canyon Rd.	San Diego	CA	92123
Contact Person	Telephone Number		
Nancy Sasaki	(858) 492-2000		
Date of Service	Value or Cost of Service		
2013 – Present	\$294,000 Annually		
Brief Description of Service Provided			
DFC provides overall coalition support, training, community surveying, county-wide program data analysis of results and direct program services of free tax preparation. Coalition support includes working with over 10 partners organizations in implementing program best practices, technical assistance, training and software support. DFC also works in conjunction with United of CA in state-wide efforts of program marketing, surveying and state scheduling and virtual assistance integration.			

4.5 Subcontractor Reference #2

REFERENCE 2			
Name of Organization	County of San Diego, Health and Human Services		
Street Address	City	State	Zip
1255 Imperial Ave.	San Diego	CA	92101
Contact Person	Telephone Number		
Mercedes Pauu-Davis	(858) 492-2000		
Date of Service	Value or Cost of Service		
2013 – Present	\$115,000 Annually		
Brief Description of Service Provided			
Under this contract, DFC provides consulting and coordination on program operations, recruitment and training of volunteers, public benefit screening and connection to resources to include banking, and county-wide report development. DFC also provides partnership recruitment and development for program expansion that includes technical assistance, education, and mentorship of initial program operations.			

4.6 Subcontractor Reference #3

REFERENCE 3			
Name of Organization	211 San Diego (Infoline San Diego)		
Street Address	City	State	Zip
3860 Calle Fortunada Ste 101	San Diego	CA	92123
Contact Person	Telephone Number		
Bill York	(858) 300-1237		
Date of Service	Value or Cost of Service		
2018 – Present	\$284,000 Annually		
Brief Description of Service Provided			
DFC provides community education and outreach on tax credits, tax rights and responsibilities, and community resources through canvassing, media, and distribution of materials. DFC reaches over 20,000 households annually through these outreach efforts. In addition, this contract helps support the expansion of free tax preparation sites operated by DFC throughout San Diego County, and management of the county-wide scheduling system.			

Beneficial State Foundation

4.7 Subcontractor Reference #1

REFERENCE 1			
Name of Organization	Community Development Bankers Association (CDBA)		
Street Address:	City	State	Zip
1201 15 th St NW, Suite 200	Washington	DC	20005

Contact Person: Brian Blake, Chief Public Policy Officer	Telephone Number: (646) 283-7929 (m) (202)689-8935 ext 225 (o)
Date of Service: 2018-present	Value or Cost of Service N/A. Project done at no cost to CDBA.
Brief Description of Service Provided: Support CDBA's advocacy efforts in promoting the field of community-based banking. Provide input on policy issues related to fair access to financial services in distressed communities in our service areas.	

4.8 Subcontractor Reference #2

REFERENCE 2			
Name of Organization	Transform Finance		
Street Address 657 Mission St. #600	City San Francisco	State CA	Zip 94105
Contact Person Andrea Armeni, Executive Director	Telephone Number (415) 265-0035		
Date of Service: Aug 2022—March 2023	Value or Cost of Service N/A. Project done at no cost to Transform Finance.		
Brief Description of Service Provided Co-researched and co-wrote a paper on grassroots community participation in banking.			

4.9 Subcontractor Reference #3

REFERENCE 3			
Name of Organization	Global Alliance for Banking on Values		
Street Address Mauritskade 63, 1092 AD (SDG House) www.gabv.org	City Amsterdam	State (Country: The Netherlands)	Zip N/A
Contact Person: Dr. Adriana Kocornik-Mina, Senior Manager of Metrics and Research	Telephone Number +31 (0) 6 83 77 09 15 Email: adriana.kocornik@gabv.org		
Date of Service: 2018-2023	Value or Cost of Service: N/A. Project done at no cost to GABV..		
Brief Description of Service Provided: Provide input on the development of the GABV's primary impact evaluation tool, the GABV Scorecard. Provide feedback on the consideration of new mission-aligned banking frameworks and tools.			

Attachment 5: Resumes of Key Personnel

5.1 Collin Lopes, Engagement Leadership

Name	Collin Lopes
Proposed Position	Engagement Leadership
Degree/Education	<ul style="list-style-type: none"> • M.B.A., California State University, Sacramento • B.S., Computer Science, Champlain College
Certifications	<ul style="list-style-type: none"> • Project Management Professional, PMI • ITIL
Total Years of Experience	18+ Years
Summary of Qualifications	
<p>Collin Lopes is the West Coast Partner for Guidehouse's State and Local Government (SLG) Practice. With more than 18 years of experience leveraging technology to drive enterprise transformation and growth in the public and private sector, Collin brings deep experience in helping organizations develop and implement strategies to optimize their business processes, applications, and organizations while minimizing exposure to risk, fraud, and waste.</p>	
Relevant Experience	
<ul style="list-style-type: none"> • For California High Speed Rail Authority, Collin is overseeing the design, development, and implementation of a Salesforce based platform that will replace its legacy Right of Way Management System. This system, once implemented, will enable the Authority to easily collaborate with regional partners, surveying firms, and consultants to implement a statewide rail modernization plan that will invest billions of dollars to meet the State's 21st-century transportation needs. In this role, Collin liaises between the development and business teams to help ensure statuses, risks, and issues are captured, reported, and mitigated across multiple cross functional groups and stakeholders. She oversees a team of developers and stakeholders to manage timelines, scope, and budget while continuing to meet and exceed the client's needs and expectations. • For the California Employer Training Panel, Collin oversaw a Salesforce implementation for the California Employer Training Panel, working closely with the client to ensure statuses, risks, and issues are captured and reported accurately. He managed a diverse team of developers, contractors, analysts, and stakeholders to understand the client needs, ensure risks and issues were addressed and mitigated, and the solution met the objectives of the project. • For the County of Santa Barbara, Collin led a comprehensive evaluation of the existing business applications in use throughout the County against their needs, best practices, and innovative technologies available in the market. The county had 128+ applications that were used to support the following seven functional areas: Asset Management, Billing & Receivables, Budget, General Ledger, Human Capital, Purchasing & Payables, and Payroll. The overall goal of the project was to identify requirements for the next generation of enterprise-wide business applications that will provide the technological platform for the County to operate efficiently and effectively well into the future. • For the Hawaii Department of Human Services, Collin served as the Eligibility System implementation development manager and subject matter expert for Product Support topics for the Kauhale On-Line Eligibility Assistance (KOLEA), Hawaii Integrated Eligibility System. He worked closely throughout the lifecycle with the executive team and the IT architect to develop a comprehensive implementation plan for DDI scope and define support needs. • For the City of Lakewood, Collin is currently leading a team to provide advisory and architecture support. Collin works closely with the City to understand requirements and make critical design decisions with a focus on public sector accounting/FIN reporting considerations. Collin and his team also provide additional advisory services, as needed. Additionally, Collin and his team will work with the City to develop complex, custom reporting for the A&C and Testing phases. 	

5.2 Peter Janson, Project Oversight

Name	Peter Janson
Proposed Position	Project Oversight
Degree/Education	<ul style="list-style-type: none"> • M.B.A., University of Scranton • B.S., Accounting, University of Scranton
Certifications	<ul style="list-style-type: none"> • N/A
Total Years of Experience	+15 Years
Summary of Qualifications	
<p>Peter is a manager with Guidehouse and has 15 years of experience in the financial services industry, in both the federal financial and commercial sectors. He currently serves as the operations lead manager overseeing operations for the SBA 504 Central Servicing Agent project. Peter manages a team of more than thirty (30) staff members involved in loan servicing, payment collection, loan origination, and executing of payouts to investors. Peter began his professional career in PwC's Assurance practice and worked on the audit of JPMorgan Chase supporting the ProForma financial statement consolidations from the Bear Stearns and Washington Mutual acquisitions. In 2009, he transferred to PwC's Financial Services practice to support the FDIC's Resolution and Receivership efforts for five task orders working in several capacities including Asset Management, Settlements, Investigations, and Reporting.</p>	
Relevant Experience	
<ul style="list-style-type: none"> • As an SBA 504 Central Servicing Agent Manager, Peter leads Guidehouse Financial Services Operations Manager on second 5-year engagement, supervising over 30 direct reports in the servicing of a \$25 billion portfolio of government guaranteed commercial real estate loans. Tasks managed include the posting of borrower payments, monthly funding of loans, proper payment of fees to stakeholders, payouts to investors and trustee, and reconciliations of payments to the program. He is the primary Relationship Manager between Guidehouse and Wells Fargo. Peter supports key program stakeholders in issues resolution and other inquiries as the primary liaison between servicing entity and other entities. He facilitates prioritization and performance monitoring of key projects in administration of Program Management Group workstream, a team dedicated to tracking and delivering solutions to client's most pressing concerns and requirements. He creates key reporting templates to relay to SBA in monthly touchpoints. Reporting includes key operational performance metrics, service level agreement compliance, and updates on prioritized projects across the engagement. Peter is also responsible for staffing and personnel management to increase engagement profitability and efficiency. • For the Resolutions and Receivership, Assets, Peter managed and serviced portfolios of loans from a failed institution including contacting and working with the borrowers. He analyzed each loan's status and evaluated each borrower's ability to make a payoff, become current, or refinance. Peter wrote Large Asset Status Reports (LASRs), monitored forced-place insurance, and ordered appraisals on collateral. He also wrote cases on behalf of the borrowers for modifications to interest rates, penalty discounts, discount payoffs and repudiations of unfunded commitments. Peter presented cases to the FDIC according to the delegating authority levels to seek proper approvals. • For the Resolutions and Receivership, Settlements, Peter interacted daily with the FDIC and the management from the Acquiring Institution to receive the incoming bills. (Postage, utilities and other necessary expenses incurred during the handoff of the institutions facilities to the Acquiring Institution. He tracked incoming bills and pro-rated the expenses assign a portion to the FDIC and a portion to the Acquiring Institution. Peter performed the Settlement role for two months managing the proper settled of expenses between the two parties. • For the FDIC BIS, Peter consulted the FDIC's BIS team on their change control processes and developed a Configuration Management Tool and stood up a Change Control Board. • For Citibank, Peter served as an Internal Foreclosure Review Reporting Lead as one of Guidehouse's largest in financial services engagements. He tracked the status of over 1,000 staff performing analyses as result of the OCC's enforcement action on Citibank's mortgage servicing and foreclosure practices. 	

5.3 Mark Tuggle, Project Manager

Name	Mark Tuggle
Proposed Position	Project Manager
Degree/Education	<ul style="list-style-type: none"> • M.B.A., Samford University • Banking Post-Grad at CBA at University of Virginia • B.A., History, Birmingham-Southern College
Certifications	<ul style="list-style-type: none"> • N/A
Total Years of Experience	+30 Years
Summary of Qualifications	
<p>Mark is an Associate Director at Guidehouse within the State and Local Government practice (SLG). Mark's focus is on developing, deploying and leading solutions that enhance the citizen experience, optimize operations and drive efficient, compliant work events through technology enablement and process optimization. Mark also has financial services consulting experience in the Banking, Insurance and Capital Markets practice within Guidehouse. In that role he focused on risk operations, default management, contact centers, third-party oversight, governance and control and operational optimization.</p> <p>Project Management: 10+ years</p> <p>Banking Regulations: 4 years (BBVA), 1 year (SCHA)</p> <p>Financial Transactions: 3 years (US Bank), 1 (SCHA)</p>	
Relevant Experience	
<ul style="list-style-type: none"> • For the Housing Authority City of Los Angeles (HACLA), (March 2023 – Present), Mark is a Technology SME leading a team of technologists to perform a current state assessment of the technologies and systems for Section 8 Housing program and to perform an application and system rationalization for future state technology and systems strategy that may result in tolerating, investing, eliminating, or migrating the systems. System scope included six enterprise-grade systems supporting over 500+ users. • For the South Carolina Housing Agency, Phase II Housing Assistance Fund (HAF) Enrollment, Payment & Support, (2022 – Present), Mark facilitated a property tax, mortgage, utility and HOA payment process and system. An operations team was stood up consisting of servicer enrollment, payment operations, servicer operations and escalation. The payment to mortgage servicers involves the use of a file transfer process where the state sends applicant data that is then verified or amended by the servicer leading to payment and file closure. To enable success, a technology platform, work event protocols, KPI dashboards and reporting, were delivered to meet client objectives. • For the South Carolina Housing Agency, Phase I Housing Assistance Fund (HAF) / Principal Mortgage SME, (June 2021 – August 2021), Mark assisted in building the content for the State HAF Program Guide based on industry experience in mortgage servicing and operations. Mark prepared customer communication templates for applicant outreach. He prepared training materials for call centers to handle inbound inquiries from applicants regarding eligibility and the application portal. He provided operational recommendations for program execution and controls for the standup of ongoing HAF operations • For a Top 50 Bank End-to-End Assessment of New Product Servicing and Collections (September 2021 – December 2021), Mark led engagements to assess to assess the readiness of the bank and its third-party provider in standing up a new product for the bank. The review led to multiple recommendations and strategy and control enhancements to prepare for launch. This included proper structure of third-party governance, collections and recovery best practices, reporting, KPIs and peer analysis. • For BBVA Compass, (2016 – 2019), Mark served as the Collections and Recovery Operations Disciplines Executive, had core responsibility was to define the vision and strategy for operational excellence in Collection and Recovery at BBVA Compass. This new role was a major part of the bank's migration to an agile-based organization. In collaboration with key stakeholders in risk and retail banking, the work includes: Delivered major loss mitigation options for the bank's largest consumer unsecured credit products; Developing and executing the transformation roadmap for BBVA Collections and Recovery; Creation of the strategy and operational execution plans to attain simplicity and efficiency; Building the alignment of future digital strategies for collections to the retail loan products; Built 2018 plan for auto default following by unsecured lending and other products in 2019. • For U.S. Bank, (2014 – 2016), Mark served as a consumer default management operation for the bank's consumer lending portfolios including indirect automobile lending and leasing, recreational vehicles, manufactured housing, small business lending, branch lending, education loans, DDA, reserve lines of credit, and government loan servicing. The group included these functional areas: collection contact centers, recovery, bankruptcy, automobile repossession, automobile lease end-of-term operations, third-party vendor management, agent education and quality control, financial analysis and loss forecasting, credit reporting and user system administration. 	

5.4 Pilar Rivera-Crus, Finance Consultant

Name	Pilar Rivera-Cruz
Proposed Position	Finance Consultant
Degree/Education	<ul style="list-style-type: none"> • M.B.A, The Darden School at the University of Virginia • B.S., Accounting, Indiana University
Certifications	<ul style="list-style-type: none"> • Certified Public Accountant (CPA) • Project Management Professional • Certified Scrum Master
Total Years of Experience	25+ Years
Summary of Qualifications	
<p>Pilar is a Director in the Public Sector Financial Services segment. She has over 25 years of experience in complex program management, governance, strategy risk management, project management, internal controls, audit, and operational challenges, coupled with heightened regulatory scrutiny, tight deadlines, and transparency. Her experiences span a range of large and complex projects supporting financial services firms, the federal government, regulators, government sponsored agencies and multilateral entities.</p> <p>Project Management: 10+ years</p> <p>Banking Regulations: 2 years (US Treasury), 3 years (FRB Boston), 1 year (Fed Reserve Board of Governors)</p> <p>Financial Transactions: 3 years (FRB Boston)</p> <p>Market Analysis: 11 years (Consumer Finance Protection-oriented Federal Entity), 5 years (Government Sponsored Entity)</p> <p>Market Research: 11 years (Consumer Finance Protection-oriented Federal Entity), 5 years (Government Sponsored Entity)</p>	
Relevant Experience	
<ul style="list-style-type: none"> • For the U.S. Department of the Treasury, American Rescue Plan Act (ARPA), (May 2021 – Present), Pilar supports the ARPA project team and the Office of Recovery Programs in facilitating the development data and reporting activities, which included the development of business requirements for system functionality (Salesforce), and the creation of user guides and other additional information to assist recipients in submitting information. She evaluated data reported to Treasury to determine compliance with program guidance and eligibility criteria for State and Local Fiscal Recovery Fund (SLFRF) recipients. She developed evaluation trackers and determined next steps to address findings, including escalations to Policy, Recipient Monitoring, Office of General Counsel and Data and Reporting Teams. • For the Federal Reserve Bank of Boston (FRB Boston), Main Street Lending Program (MSLP), (May 2020 – Present), Pilar provided support to various engagement teams around compliance with contractual terms, including invoices and status reports; work breakdown schedules; communication with business stakeholders; and management of the conflict of interest process; supported multiple, concurrent, and complex workstreams as the system functionality was developed, and lender onboarding and loan operation activities were conducted; coordinated and managed resources, including subcontractor personnel; coordinated team guidance; and provided independent quality reviews around deliverable. • For the Board of Governors of the Federal Reserve System, Applications Efficiency Review, (July 2019 – September 2020), Pilar led a business improvement effort for Division of Supervision and Regulation (S&R) at the Board. She performed a current state assessment of a key operational activity, interviewed stakeholders across various divisions, gathered, and assessed documentation, documented observations, and identified potential areas of opportunity for process efficiencies. • For the Board of Governors of the Federal Reserve System, Office of Inspector General (OIG) Recommendations Implementation, (February 2022 – December 2022), Pilar oversaw a team supporting the Division of Consumer and Community Affairs (DCCA) with implementing recommendations to improve the efficiency and effectiveness of their consumer compliance examination and enforcement action issuance processes. She conducted project management and evaluation activities in connection with the implementation of process enhancements and outcomes to address the OIG recommendations. • For the Consumer Finance Protection-oriented Federal Entity, (January 2012 – Present), Pilar provided oversight of a team supporting the implementation new regulatory requirements for HMDA while evaluating current operational processes, recommending enhancements or areas of consideration, and providing relevant support for governance activities. She assisted the Research, Markets and Regulations Division (RMR) in markets analysis and markets research activities. This included coordinating and maintaining project portfolios necessary to support the mission and operating plan; work included providing direct support in maintaining updated and accurate versions of the Operating Plan of prioritized projects, providing status of all current and backloged Division projects and assessing risk sensitivities, and supporting project teams in the identification of risk and key activities. She led a team responsible for assessing and implementing governance structures, 	

Name	Pilar Rivera-Cruz
<p>recommending areas of improvements, and developing the necessary escalation, exception management, decision making and corrective actions paths to establish and execute effective governance processes.</p> <ul style="list-style-type: none">• For a Government Sponsored Entity, (May 2003 – March 2009), Pilar reviewed and assessed credit processes, focusing on areas such as governance, risk, operations, portfolio management, accounting application, loss reserve methodology and adequacy, organizational structure, controls, and credit policy development. She led the planning and execution of internal control, accounting and auditing activities around the investment and capital markets, multifamily and corporate business areas for a government sponsored entity during its restatement and conservatorship.• For Various Banking, Financial Services and Capital Markets Client, (August 1995 – July 1999), (July 2001 – March 2009), Pilar served in an advisory role to engagement teams and clients around credit risk, allowance for loan losses and regulatory capital. Reviewed and assessed credit processes of foreign and domestic U.S. domiciled banks, focusing on areas such as governance, risk, operations, portfolio management, accounting application, loss reserve methodology and adequacy, organizational structure, controls, and credit policy development under Sarbanes-Oxley. She led a team in analyzing the operational structure of financial institutions through control testing, diagnostic review and benchmark information of internal control environment surrounding the loan portfolio, payroll, and corporate expense units. She managed and executed audit engagements across multilateral entities, banks, and mortgage banking organizations. She evaluated, discussed, and prepared financial statements and related footnote disclosures for public and private companies in compliance with applicable FASB and SEC requirements and industry guidelines and Sarbanes-Oxley. She led the planning and execution of internal control, accounting and auditing activities, including the assessment of the design and operating effectiveness of internal controls, audit of accounting processes, identification of control gaps and auditing issues, evaluation of financial statement disclosures and development of recommendations to management to remediate matters identified.	

5.5 Catherine Bendinelli, Finance Consultant

Name	Catherine Bendinelli
Proposed Position	Finance Consultant
Degree/Education	<ul style="list-style-type: none"> • B.B.A., Finance & Marketing, Villanova University
Certifications	<ul style="list-style-type: none"> • Public Trust Clearance
Total Years of Experience	6+ Years
Summary of Qualifications	
<p>Catherine Bendinelli is a Managing Consultant within the Public Sector Financials Services (PSFS) practice at Guidehouse. Catherine has most recently supported Guidehouse PSFS through her work on the Small Business Administration (SBA) contracts focusing on loan operations and project management support.</p>	
Relevant Experience	
<ul style="list-style-type: none"> • For the SBA, FTA 7(a) Loan Operations, Catherine supported client delivery efforts through project management support. She acted as function lead and subject matter expert supporting FTA loan operations. Performed months of research, documentation, process mapping and analysis in preparation of systems migration. She partnered with FTA Technology team on highly technical function analysis to inform Process Driven Testing and User Acceptance Testing. She developed alternate solutions driven by manual workarounds in Excel for all critical processes of my assigned functions. This allowed our team to be operational at Go-Live without the planned technology and with limited changes for external stakeholders. As a result, this mitigated risks to Guidehouse's reputation both externally and with the SBA. • For the SBA CARES Act Loan Operations, Catherine served as a Consultant for the Project Management Group (PMG). She facilitated daily meetings with the SBA and tracked open action items and questions across multiple section implementations of the CARES Act. Monitored ongoing activities and accomplishments across all workstreams to inform weekly reporting. Contributed to key operations documents which outlined critical processes and details of the implemented loan operations solutions. • For IMP, RFP Vendor Selection, Catherine assisted with market research and vendor analysis of 15 different data analytics and data management tools to determine the most ideal solution to satisfy the client's needs. She tracked and analyzed open client questions and associated vendor responses. She attended vendor oral presentations and assisted with capturing key details and notes throughout the presentations, as well as in the debrief sessions with the client. • For the USAA, Control Governance and Enterprise Risk Management, Catherine served as a Consultant and assisted the client in establishing new controls to mitigate identified risks, in addition to evaluate existing controls in their formal governance application. She worked to update the client's processes for formal control approval to ensure all regulated changes were made in an efficient and effective manner. She managed all data tracking and reporting efforts for the approval process of controls, communicated daily with the PMO team and client on the progress. 	

5.6 Miriam Marlene Voigt, Finance Consultant

Name	Miriam Marlene Voigt
Proposed Position	Finance Consultant
Degree/Education	• High School, Kearny High School
Certifications	N/A
Total Years of Experience	29+ Years
Summary of Qualifications	
Miriam is a Managing Consultant within the Public Sector Financials Services (PSFS) practice at Guidehouse. Catherine has most recently supported Guidehouse PSFS through her work on the CDC Small Business Finance Corp contracts focusing on loan operations and project management support.	
Relevant Experience	
<ul style="list-style-type: none"> • For the CDC Small Business Finance Corp, (December 2011 – April 2021), Miriam served as a Ventures Lending Technologies (VLT) Director of Sales and Support and improved VLT's brand value and reputation among SBA lenders. She upsold additional modules available within Ventures+ platform. She maintained up-to-date with current SBA changes to policy for 504 and 7(a) loans. She identified platform defects/bugs and worked with the VP of Development to ensure proper cycle time. • As a 504 Closing Department Supervisor, (June 2007 – November 2011), Miriam oversaw monitoring the funding team and preparing closing packages. Managed a team of up to 13 team members in 2007/2008 with a combined funding of up to 50+ packages per month. Coordinated with SBA District Attorneys (DA's) in CA (SD, Fresno, Orange, SF, Sacramento, & LA), NV, Utah, and AZ for submission of 504 closing packages & FAQ's. Established an in-house system where we worked with 4 different closing attorneys' competing for closing packages from CDCSBF. Coordinated with the Centralized Servicing Agent and provided missing information from 504 Closing Packages. Maintained communication with SBA DAs to ensure closings were smooth and documentation provided was complete and accurate. Post funding ensured packages were reconciled for SBA Servicing Centers. • As a Senior 504 Closing Analyst, (August 2006 – June 2007), Miriam funded SBA 504 loans and CRF/NMTC loans. Distributed work assignments to closing analysts in the department. Training of new employees. Assisted entire dept in funding of their loans. Coordinated with title companies on fee structure. Funding of SBA 504 loans (up to 15 loans per month). Gathered any documentation necessary to complete a 504 closing package. Ability to generate SBA loan closing documents, read preliminary title reports, prepare escrow instructions, coordinate signings, send instructions for ALTA Policies, and work with Closing Attorney to submit loans to the SBA. Worked with the SBA office to answer any questions on loans provided. Automated closing processes. • As a Senior Loan Processor/Closing Processor, (1991 – 2006), Miriam packaged deals for submittal to the U.S. Small Business Administration. Familiar with SBA forms and SOP guidelines. Worked with our closing department to hand off complete packages for funding. Ability to process about 11 327 change letters in 1 day. Modeled a hybrid position that involved processing and closing loans within 60-90 days window. Assisted in creating/improving the software our company used by automating the Closing side. 	

5.7 Adela Soriano, Finance Consultant

Name	Adela Soriano
Proposed Position	Finance Consultant
Degree/Education	<ul style="list-style-type: none"> • Communications with an emphasis in Marketing, San Diego State University • Business with emphasis in Marketing, National University
Certifications	<ul style="list-style-type: none"> • Certified ScrumMaster (Scrum Alliance) • Certificate in Management, University of Springfield
Total Years of Experience	+20 Years
Summary of Qualifications	
<p>Adela Contreras Soriano has managed multiple customer service and financial based projects aimed at developing agency strategy, executing client and data migrations, improving operational processes, and assisting in the enhancement of technology capabilities. Adela is a pro-active, organized, and versatile individual with a data driven and thought leadership approach to project management. In addition to her project experience, she has a proven track record of developing and retaining strong client relationships by understanding business needs and delivering superior customer service. Throughout her career she has managed stakeholders at all organizational levels and lead cross functional teams in varying business environments. She possesses strong verbal and written communication skills with a demonstrated ability to communicate complex issues and ideas to all levels.</p>	
Relevant Experience	
<ul style="list-style-type: none"> • For Public Sector Financial Services, (January 2021 – Present), Adela serves as a Federal Government Consultant and managed project stakeholders, project team, action items, and project schedule to accomplish deliverables. She created and updated policies, procedures, control plans, process flows, and developed communication training. She led and assisted in developing process plans and executive summary status reports and presented findings. She provided daily/weekly updates to upper management and project team members. Adela oversaw communications with client's leadership team and managed presentation of monthly reporting, status updates and quarterly summaries via written reports and oral presentations. She supported business development efforts by preparing and presenting materials at prospective client meetings highlighting internal services, capabilities, and offerings. • For the U.S. Small Business Administration, (September 2001 – April 2006), Adela served as an Associate Administrator for the Office of Strategic Alliance and established congressionally authorized public/private partnership program which served as a model for other federal agencies. She directed the Office of External Affairs that engaged with Federal agencies, 120 trade associations and national boards. Adela lead a unit representing public/private partnerships and 200+ corporate alliances while raising a budget of millions. She teamed with Federal agencies and the White House for co-sponsored productions; supervised and trained up to 50 staff. She was responsible for budgeting, reporting and analysis; and lead outreach across 70 district offices. Adela appointed chairperson of the SBA's 50th Anniversary, comprising two national conferences and 13 regional events; led a nationwide media marketing campaign recruiting 50 corporate and trade association partners, raising \$8 million. She orchestrated logistics of all SBA national events including programs highlighting the President's Small Business Agenda. • For the United States Hispanic Chamber of Commerce, (August 1988 - September 1999), Adela served as the Western Regional Director/Senior Vice President and planned/executed business and economic development policies for the 13 contiguous western states, serving 200+ local and state Hispanic chambers of commerce. She engaged with community groups, developed/organized strategies, drafted organizational policies and philosophies, oversaw day to day business activities, created the National Business Matchmaking program, and administered and monitored annual budget of \$5 million. • For the Latin Business Association, (January 1996 – December 1999), Adela served as an Executive Director and managed the organization's assets, optimizing financial operations, providing leadership to all staff, establishing business goals, as well as advised the board of directors on organizational activities. She oversaw and streamlined daily operations, improving staff performance, and executing special business projects; oversaw 20 staff and 100+ volunteers. She prepared comprehensive budgets and managed an annual budget of \$3 million. She led development of the Legislative Affairs Department, advancing small business policy on a local and state level. She pioneered tactical actions that derived and maintained membership of more than 5,000 Hispanic-owned business. 	

5.8 Holly Lewis, Economics Consultant

Name	Holly Lewis
Proposed Position	Economics Consultant
Degree/Education	<ul style="list-style-type: none"> • M.S., Applied Economics and Econometrics, University of Southern California • B.B.A., University of Southern California
Certifications	<ul style="list-style-type: none"> • N/A
Total Years of Experience	+2 Years
Summary of Qualifications	
<p>Holly, a Senior Consultant in Guidehouse's State and Local Government Advisory Practice, brings a unique collection of education and experience in economics, statistics, regional development, and complex business matters. She has over two years of experience solving open-ended client problems through primary and secondary research, data collection and analysis, regression analysis, data visualization, and project administration. Holly has worked with public clients, creating strategic plans for regional development, and with private clients, providing both plaintiff and defendant support in economic litigation cases. Her interdisciplinary background allows for innovative and collaborative solutions related to economics, business, finance, and law in both the public and private sectors.</p> <p>Market Analysis: 2.5 years (King Co, WA; Boutique Consulting firm; Regional Economic Development Non-profit)</p> <p>Market Research: 2.5 years (King Co, WA; Boutique Consulting firm; Regional Economic Development Non-profit)</p>	
Relevant Experience	
<ul style="list-style-type: none"> • For King County, WA, (September 2022 – Present), Holly is assisting the team in conducting a competitive analysis of the regional aerospace industry. Her contributions include helping compile Current State and Future Trends Assessment Reports, which will help orient the County's understanding of its strengths, weaknesses, opportunities, and threats, as well as supporting the development of a forward-looking strategy to bolster the region's ability to attract and retain aerospace businesses and talent. Holly is contributing to the assessment reports and recommendations through primary and secondary research, data collection and analysis, stakeholder engagement, and interpretation of key economic indicators including workforce participation rates, income distribution, location quotients, educational attainment, and GDP and employment by industry, among other socioeconomic indicators. • For a boutique consulting firm, (June 2021 – September 2022), Holly supported the production of over a dozen expert reports in economic litigation cases. Her contributions included conducting extensive reviews of academic economics literature, market analyses and market research, responding to open-ended research questions, constructing and analyzing complex datasets, creating intuitive charts and diagrams, and translating technical analyses into reader friendly language. Holly typically supported cases related to antitrust, finance, and general damages across a variety of industries including energy, agriculture, financial services, pharmaceuticals, and healthcare. Holly contributed to the monitorship of a major telecommunications provider by documenting the database and code supporting an integral internal dashboard. She worked closely with the Data Analytics team, translating SQL scripts into accessible language to ensure all stakeholders had a robust understanding of the key statistics produced by the internal dashboard. • For a regional economic development non-profit, (October 2020 – May 2021), Holly supported the production of a major report for Los Angeles County, analyzing the economic impact of COVID-19 and outlining recommendations for long-term recovery and equity. Her contributions included open-ended research, public and private data analysis, and drafting accessible narratives around key figures. Holly worked on the 2021 annual economic forecast, providing key data analysis and language to tell the economic story of the past, present, and future of the COVID-19 crisis at the regional and national level. 	

5.9 **Marilynn Alvarado, Program Strategy Consultant**

Name	Marilynn Alvarado
Proposed Position	Program Strategy Consultant
Degree/Education	<ul style="list-style-type: none"> • B.A., Public Policy, Stanford University
Certifications	<ul style="list-style-type: none"> • Certified ScrumMaster (CSM) • Tableau Desktop Specialist • Lean Six Sigma Yellow Belt
Total Years of Experience	+4 Years
Summary of Qualifications	
<p>Marilynn is a Consultant in the State and Local Government West Region. She has four years of experience working in both the public and private sectors, with a focus on program coordination, data analysis, and policy analysis. Throughout her career, Marilynn has provided program and project management and qualitative and quantitative data collection and analysis across multiple areas, including community development and education advocacy and policy. She has experience in both qualitative and quantitative data collection and analysis.</p> <p>Market Analysis: 1.5 years (King Co, WA; TVA; Co. of San Diego)</p> <p>Market Research: 1.5 years (King Co, WA; TVA; Co. of San Diego)</p>	
Relevant Experience	
<ul style="list-style-type: none"> • For King County, (November 2022 – April 2023), Marilynn supported a competitive analysis of the regional aerospace industry for the development of a forward-looking strategy that bolsters the region's ability to attract and retain aerospace businesses and talent. Marilynn conducted primary and secondary research, data collection and analysis, stakeholder engagement, value chain visualization and analysis, and interpreting key economic indicators. She also lead aerospace trends analysis research. • For the Tennessee Valley Authority (TVA), (July 2022 – April 2023), Marilynn supported the evaluation of Tennessee's mobility research and development ecosystem and readiness to grow and sustain future mobility innovation. For the market recommendations report, Marilynn conducted workforce analysis, value chain visualization and analysis, and analyzed and visualized global, national, and state mobility market trends and economic indicators. Marilynn also helped structure and develop the legislation and policy analysis, the competitive landscape analysis, and targeted recommendations and a roadmap for developing a collaborative ecosystem of industry, academia, energy, government agencies, and mobility-oriented consortiums to catalyze investments, innovation, and growth. • For the County of San Diego, (January 2022 – June 2022), Marilynn supported the development of a Comprehensive Broadband Plan to increase connectivity throughout the County's unincorporated areas. As part of the plan's development, she conducted targeted legislative and market analyses and peer research and benchmarking to identify leading practices and recommendations. Marilynn also provided project management support and supported over a dozen community engagement workshops. The final plan will set the foundations for a highly connected future that advances economic opportunity, environmental sustainability, educational attainment, public safety and resilience, and telehealth. • For the Arizona Department of Emergency Affairs (DEMA), (November 2021 – January 2022), Marilynn supported grant management and disaster cost recovery efforts to help agencies across the state respond to COVID-19. She provided guidance on emergency management practices, federal rules, and FEMA procedures by interpreting FEMA policy as it was released. Marilynn helped coordinate and facilitate the reimbursement of disaster cost recovery procurement by managing the quality control process, assisting with project management, and reporting on and monitoring emergency response activities. • For the Congestion Reduction Program at LA Metro, (April 2021 – October 2021), Marilynn supported the development of a five-year strategic plan to help guide the future programs and services. As part of the current state assessment, she helped conduct a document review, interviews with internal staff, and peer research and benchmarking to identify leading practices. She also conducted targeted legislative, customer, operations, and finance analyses. The final enterprise strategy provides a roadmap for the Congestion Reduction Program, shaping the direction of the agency for the next several years based on national trends in transportation and traveler information services. 	

5.10 Winta Tewolde, Equity and Inclusion Subject Matter Expert

Name	Winta Tewolde
Proposed Position	Equity and Inclusion Subject Matter Expert
Degree/Education	<ul style="list-style-type: none"> • M.B.A., Organizational Design, Virginia Polytechnic Institute • B.S., Political Science/American Government, Christopher Newport University
Certifications	<ul style="list-style-type: none"> • Project Management Professional, Project Management Institute • Certified ScrumMaster (Scrum Alliance) • Certified Change Practitioner (Prosci)
Total Years of Experience	+14 Years
Summary of Qualifications	
<p>Winta Tewolde is an Associate Director with experience leading the Diversity, Equity, and Inclusion practice for Guidehouse. She has more than 14 years of combined public sector consulting and Federal government experience. She is skilled in organizational design and transformation, organizational change management, and strategic planning, with specific expertise focusing on utilizing these areas toward DEIA efforts. Her background in client-facing environments has helped her to quickly understand and identify solutions to the problems that clients have and the ability to generate client trust. Winta is experienced in managing large teams and complex and highly sensitive projects.</p>	
Relevant Experience	
<ul style="list-style-type: none"> • For the U.S. Department of Agriculture (USDA), Office of Employee Experience (OEX), Winta directs a team standing up a new employee experience function and organization for the USDA. This included assessing USDA employees' experience perception and perspectives, including understanding the various employee archetypes (personas), and building programs and strategies to address the gaps and pain points uncovered. Ms. Tewolde's team facilitated the governance processes to coordinate the components across USDA that contribute to employee experience, including civil rights, human resources, communications, and information technology. Additionally, the team collaborates with the external-facing customer experience office to ensure that employee experience efforts support building a workforce equipped and trained to provide USDA customers with positive and consistent experiences. • For the U.S. Department of Commerce. Patent and Trademarks Office (USPTO), Winta directs a team managing a DEIA strategic planning and governance effort. She provides strategic policy and planning guidance across multiple federal Executive Orders (13985 and 14035) to support the advancement of equity for underserved populations—efforts including leading teams on equity assessments, strategic planning, facilitation planning, and data governance. • For the U.S. Department of Agriculture (USDA), Office of the Secretary (OSEC), Winta directed a team that facilitated the development of USDA's DEIA strategic plan; the work included conducting an organizational assessment, including the workforce demographics, and convening a working group representative of the USDA's more than 20 agencies and offices to develop a comprehensive organizational strategy. The team developed a roadmap to assist the organization in operationalizing its plan, including defining key strategies to address gaps in its workforce make-up and establishing an office of the Chief Diversity and Inclusion Officer, including organization design, staffing strategy, governance, and defining mission and functions. • For the U.S. Department of Education (Education), Institute of Education Sciences (IES) Digital Modernization, Winta directed a team supporting the IES digital modernization efforts. This includes a team that conducted the current state assessment of IES digital assets and vehicles and developed the IES digital modernization roadmap, guiding the future of IES' digital transformation and data management practices. This project will overhaul how IES products and services reach their intended audiences, thus improving mission impact and helping IES to realize organizational and business efficiencies along the way. • For the U.S. Department of Agriculture (USDA), Farm Production and Conservation Mission Area (FPAC) Business Center Reorganization, Winta directed a team conducting baseline/current state analyses, future state organization re-design, and implementation across mission support and enterprise function offices. She also leads the change and communications efforts of the FPAC BC reorganization, including managing stakeholder and employee engagement, crafting communications, and monitoring and advising action based on the FPAC change environment. The GT team is in the project's design phase, assessing 15 mission and enterprise support functions across three agencies that will be reorganized into the business center. The project objective is to establish an optimized, efficient, and customer-centric organization. 	

5.11 Dan Barrett, Customer Experience Subject Matter Expert

Name	Dan Barrett
Proposed Position	Customer Experience Subject Matter Expert
Degree/Education	<ul style="list-style-type: none"> • M.B.A., Marketing, Johns Hopkins University • B.S., Business Administration, Virginia Polytechnic Institute
Certifications	<ul style="list-style-type: none"> • Certified Customer Experience Professional (CCXP) • Design Thinking for Innovation, University of Virginia
Total Years of Experience	+15 Years
Summary of Qualifications	
<p>Dan is a Customer Experience (CX) solution leader bringing over 15 years of customer experience and human-centered design experience. Dan has supported clients across the public sector in operationalizing customer-centric change. He has a proven ability to overhaul and enhance Customer Experience, through leading practices in customer feedback management and UX Design inside large enterprises. Dan's perspective was forged inside government. Before joining the consulting ranks, Dan built and ran the Office of Customer Experience function at the United States Postal Service, guiding overall CX efforts across the 600,000-employee organization. His work has involved modernizing the Voice-of-Customer survey portfolio, developing the agency's current state journey maps, and hosting Design workshops to reinvent critical customer journeys.</p>	
Relevant Experience	
<ul style="list-style-type: none"> • For the U.S. Department of Labor, Dan served as the pillar lead for Equity, Accessibility and Claimant Experience, overseeing all aspects of the project related to claimant experience. He guided and directed an evaluation of the claimant interaction across digital, face-to-face, and contact center interactions. • For the U.S. Department of Education Institute of Education Sciences (IES), Dan facilitated modernization of all digital assets at IES, the statistics, research, and evaluation arm of the U.S. Department of Education. Dan guided current state assessment, including customer feedback, digital metrics, technology architecture and new research to optimize digital touch points • For the United States Department of Treasury, Dan oversaw the creation of the new Financial Management Quality Service Management Organization (FM QSMO) at the Department of Treasury. He directed a series of inter-agency customer engagement workshops to understand the business needs of prospective agency customers and define the future market offering of the FM QSMO. • For the Internal Revenue Service, Dan led the delivery of a comprehensive new CX strategy for IRS Taxpayer Assistance Centers that supported over 3 million customers annually. • For Exelon Corporation, Dan built customer strategy and established CX agenda. He directed discovery work for both Peco Energy Company and Baltimore Gas & Electric to create feature briefs, success metrics, story maps and detailed user stories for over 20 new digital features. • For the United States Postal Service, Dan stood up the Office of Customer Experience, established a CX Council and established the operating model for CX at the agency, overhauling the voice-of-customer survey portfolio and infusing leading practices in human centered design into agency operations. 	

5.12 Raquel Malmberg, Operational Excellence Subject Matter Expert

Name	Raquel Malmberg
Proposed Position	Operational Excellence Subject Matter Expert
Degree/Education	<ul style="list-style-type: none"> • M.U.P., New York University • B.A., International Relations, The College of William and Mary
Certifications	<ul style="list-style-type: none"> • N/A
Total Years of Experience	+18 Years
Summary of Qualifications	
<p>Raquel is a Partner in Guidehouse's US State and Local Government Advisory Practice. She leads the Community Building and Investment team that supports state and local government clients design and implement federally funded programs that build strong communities. She has over 18 years of experience working for and with government agencies to improve their operations, build policies and procedures, and implement strategies and recommendations to fulfil their missions.</p>	
Relevant Experience	
<ul style="list-style-type: none"> • For the NYS Governor's Office of Storm Recovery, Raquel leads the effort to perform program management and integrity monitoring services for the State's Superstorm Sandy response. Raquel manages a team of consultants to support the office in administering the CDBG-DR program in a variety of areas - design processes, review application files for compliance and completeness, improve current processes, respond to external audits and reviews, and support technology improvements. She has worked with every department in the agency - housing, infrastructure, community reconstruction, small business, administration, operations, support functions, and monitoring & compliance. • For the NYS Emergency Rental Assistance Program, Raquel is the lead program manager for NYS ERAP. She has overseen all aspects of the program including program design, policy and procedure development, technology development, eligibility reviews, and post-payment operations. She oversaw a team of over 2,000 people at its peak. Through NYS ERAP, the team has disbursed over \$3B in rental assistance. • For the NYS Metropolitan Transportation Authority (MTA), Raquel led multiple workstreams for the Transformation project. The MTA is significantly changing the way it does business and consolidating support services, so that the transit, rail, and other agencies can focus on service delivery. The Guidehouse team coordinated with 14 support functions and hundreds of staff within these functions, to move the MTA from a high-level recommendation plan to detailed organizational models, processes, and decision-points to move the change forward. Raquel had a particular focus on IT, Procurement, and Finance as well as leading the development of the implementation roadmap. Raquel oversaw a second workstream with Human Resources and Legal to plan its future state strategy. • For the New York City Mayor's Office of Operations, Raquel led the team that assessed and provided recommendations to improve the City's performance management capabilities. The project used a data-driven approach, drawing on survey and interview data to gain insights on the current state. The team worked with stakeholders and based on leading practices to develop recommendations to mature the City's performance management capabilities through areas such as process, technology, culture, and strategy. • For the NYC Department of Citywide Administrative Services (DCAS), Raquel led a team conducting a customer experience project. DCAS has set a goal to become the City's premier customer service agency. The agency hired Guidehouse to conduct current and future state assessments to understand what is working well and recommendations to fully realize its goals. The team released a survey to solicit feedback from as many customers as possible and is conducting interviews with key customers. Guidehouse helped to document the agency's service catalogs and reviewed leading practices from similar cities and agencies around the country. 	

5.13 Ann Davison, Communications Subject Matter Expert

Name	Ann Davison
Proposed Position	Communications Subject Matter Expert
Degree/Education	<ul style="list-style-type: none"> • M.A., American Government, Johns Hopkins University • B.A., Public Policy, Duke University
Certifications	<ul style="list-style-type: none"> • Certificate in Executive Coaching, University of Cambridge • Member, International Coaching Federation and Association for Coaching
Total Years of Experience	+31 Years
Summary of Qualifications	
<p>Ann currently serves as a Director with the global consultancy firm Guidehouse where she advises federal agencies and commercial clients on strategies to effectively engage the public and key stakeholders. She most recently led the team providing earned media, public relations, and crisis management counsel to the U.S. Census Bureau during the 2020 decennial operations, a campaign that reached every household in America with culturally relevant messages and content in 13 languages.</p>	
Relevant Experience	
<ul style="list-style-type: none"> • For the Census Bureau, (October 2016 – December 2021), Ann coordinated and led seven partner agencies in supporting the Census Bureau's 2020 Census media and public relations activities to reach every household in the U.S. Activities included dissemination of hundreds of media materials, dozens of media briefings, and five national events. Outreach supported higher than expected self-response rates. • For Federal Government Agencies, including the White House Office of National Drug Control Policy, NOAA and USDA (March 2000 – January 2009), Ann led highly visible, multi-million-dollar public relations campaigns. Campaigns successfully raised awareness of government resources for families and schools while increasing capacity of federal communications teams to adopt emerging social/digital strategies • For a White House appointed inter-agency working group (EPA, USDA, FDA, OMB, Interior), (April 1993 – June 1995), Ann developed administration recommendations for comprehensive pesticide reform. Engaged with public health, environmental and agricultural stakeholders as well as relevant Congressional committees. • For the Department of Interior, (February 2017 – February 2019), Ann led multiple workshops and one-on-one trainings for Department of Interior program staff in preparation for outreach to tribal communities • For the first hospital in the U.S. to diagnose a patient with Ebola, (October 2014 – December 2014), Ann led a team of 40+ in responding to the communications crisis. She oversaw media, internal, policy, and investor communications activities. Effort resulted in industry award-winning reputation rehabilitation. 	

5.14 Shaun Fernando, Strategy Subject Matter Expert

Name	Shaun Fernando
Proposed Position	Strategy Subject Matter Expert
Degree/Education	<ul style="list-style-type: none"> • M.Sc., Design Engineering, University College London • B.Sc., Physics, University College London
Certifications	<ul style="list-style-type: none"> • N/A
Total Years of Experience	+15 Years
Summary of Qualifications	
<p>Shaun leads Guidehouse's Strategy & Economics Consulting services within State & Local Government, working with governments, utilities, transportation agencies and the private sector on a range of strategic and public policy initiatives – specifically in the areas of economic development and industrial policy, climate change and net zero decarbonization, and broadband and connected communities. Shaun has 15 years' global experience as a management and strategy consultant. Shaun's expertise is in developing the strategic rationale, business case, operating models and management systems for governments, agencies and companies to plan and implement ecosystem-wide strategic transformations.</p>	
Relevant Experience	
<ul style="list-style-type: none"> • For the LA Metro Office of Extraordinary Innovation, Congestion Pricing Strategy, (2019 – 2023), Shaun led a team integrating the Community and Public Engagement workstream of the Traffic Reduction Study with the technical analysis component. Includes stakeholder engagement to validate the key parameters/assumptions of the Study. • For the State of Tennessee, Mobility Innovation Cluster Market Analysis and Strategy, (2022 – 2023), Shaun served as Project Director on an engagement for a consortium of industry, academic and government partners to undertake a market analysis of Tennessee's competitive advantage in the automotive sector. Tennessee currently has a strong automotive manufacturing base and seeks to build upon this to move into higher value-added industrial activities. Shaun led a strategy team in analyzing the mobility sector's future trends, analyzing the Tennessee macroeconomy as well as existing automotive clusters, and provided recommendations on how the state could attract R&D and early-stage commercialization activities. • For the State of Oklahoma, Broadband and Digital Equity Current State Assessment, (2022 – 2023), Shaun served as Project Director for a study to understand the current state of broadband and digital equity across the State of Oklahoma. Shaun led the development of a framework encompassing broadband infrastructure, legislation and policy, socioeconomics, and telecommunications market structure, to develop a comprehensive picture of digital equity. The team employed GIS to develop a spatially granular composite index of digital equity across the state. • For the State of Michigan, Emerging Technology Incentive Economic Impact Analysis, (2022 – 2023), Shaun and the team developed a novel approach to disaggregate the various attributional factors leading to innovation, including the use of an inverse time-series, to attribute the economic impacts of the State's E&I portfolio. • For King County, WA, Aerospace 2030 Cluster Economic Strategy, (2022 – 2023), Shaun served as Engagement Partner on a project for King County WA to develop an aerospace cluster economic strategy. Home to Boeing's manufacturing hub for 737s and 777s, as well as adjacent and upstream Tier 1, 2, and 3 aerospace and defense suppliers, King County, WA has a thriving aerospace sector. Shaun led the team in an industrial analysis of the region's current strengths, a forecast trend review of the aerospace and defense sectors (including new space and edge-of-space technologies), and an ecosystem strategy to revitalize the business and government community in sustaining the sector going forwards. • For the Riverside County, CA, Broadband Consulting Services, (2022 – Present), Shaun serves as Engagement Partner for Guidehouse's project with Riverside County, California on providing strategy, program management and technical assistance to the county's broadband and digital equity efforts. • For UK Research & Innovation (UKRI), Industrial Decarbonization Cluster Plan, (2022 – 2023), Shaun served as Engagement Partner for a project with UK Research & Innovation (UKRI), an arm of the UK Government's Department for Business, Energy & Industrial Strategy (BEIS), to develop an industrial decarbonization cluster plan. Shaun's team conducted an analysis across multiple dimensions including public-private partnerships (P3s), economic development, workforce and supply chain, and knowledge transfer, to create a cluster framework. This framework was then used as the basis for the development of a UK-wide Cluster Plan, aimed at accelerating industrial decarbonization and achieving the UK's net zero goals. 	

5.15 Catherine Riddle, Financial Services and Technology Subject Matter Expert

Name	Catherine Riddle
Proposed Position	Financial Services and Technology Subject Matter Expert
Degree/Education	<ul style="list-style-type: none"> • M.B.A., Finance, University of Houston • B.S., University of Texas
Certifications	<ul style="list-style-type: none"> • N/A
Total Years of Experience	+20 Years
Summary of Qualifications	
Catherine has over two decades of combined SBA industry, financial, and CSA leadership experience; thus, her role and expertise apply directly to this contract.	
Relevant Experience	
<ul style="list-style-type: none"> • For Guidehouse, (April 2021 – Present), Catherine serves as a Director and currently guides strategy and provides subject matter expertise for future state modernization roadmap planning for SBA loan programs under CSA and FTA contracts. She collaborates with SBA/OPSM and industry leadership on program improvements. Worked with SBA leadership and lending community to develop new products and services. She oversees account management team of 10 staff members (Consultants, Managing Consultants, Associate Directors) supporting contracting, budgeting, compliance and reporting. • For CDC Small Business Finance, (December 1994 – April 2021), Multiple Roles <ul style="list-style-type: none"> ○ As a Chief Financial Officer, Catherine was responsible for financial reporting, cash management, and modeling for one of the largest CDCs (SBA 504 and 7(a) Lender) in the U.S., with over \$300M in annual loan approvals and over \$1 billion small business loan portfolio. She reported operating results to the Board of Directors on a quarterly basis and developed annual budget/forecasts as well as a capitalization plan. Catherine oversaw a team of seven, including a controller, accounting, and IT staff. ○ As an Executive Vice President, Production and Finance, Catherine was responsible for strategic management and oversight of internal operations to ensure SBA loan business development efforts were supported with admin staff. She oversaw a team of 25+ staff (loan processors, loan closers, underwriters, and loan servicers). ○ As a Vice President, Portfolio manager, Catherine managed department of seven in servicing of SBA 504 and microloan programs. She assured compliance with SBA policies and procedures in loan servicing. ○ As a Credit Analyst/Servicing Manager, Catherine evaluated creditworthiness of SBA small business loan applicants and managed loan portfolio credit quality/compliance. • For CDC Ventures, (July 2004 – April 2021), Catherine served as the CEO and created software startup from internally-developed database platform and helped guide the company to become the leading loan management software provider within the SBA 504 industry. Managed portfolio of 250 lending entities, primarily engaged in SBA lending. She oversaw a team of seven (managers, developers, and client support staff). 	

5.16 Zeshta Bhat, Cybersecurity Subject Matter Expert

Name	Zeshta Bhat
Proposed Position	Cybersecurity Subject Matter Expert
Degree/Education	<ul style="list-style-type: none"> • M.S., Engineering Management, University of Southern California • B.E., Information Science Engineering, Ramaiah Institute of Technology
Certifications	<ul style="list-style-type: none"> • N/A
Total Years of Experience	+10 Years
Summary of Qualifications	
<p>Zeshta is a Director at Guidehouse's State and Local Government Advisory Practice. Zeshta is an experienced Cybersecurity professional specializing in development and standardization of processes across different security and IT domains such as Identity & Access Management (IAM), Application Security, Cloud Security, and Threat and Vulnerability Management. Ms. Bhat has worked with clients in public sector, retail, healthcare, and finance to provide cybersecurity strategy and technology implementation services. Most recently, she has provided project management for the Identity and Access Management implementation effort for the Commonwealth of Massachusetts.</p>	
Relevant Experience	
<ul style="list-style-type: none"> • For the Massachusetts Department of Early Education & Care, (September 2020 – December 2022), Zeshta serves as the Program Manager for a large IT implementation to rearchitect the agency's legacy Background Record Check (BRC) applications and improve customer experience and compliance and address technological pain points. In her role as the Program Manager, she oversees multiple workstreams on the project, including business requirements gathering, technical requirements gathering, UI-UX design, strategy support, and data integration. In her previous role as the lead of the business requirements gathering workstream, Zeshta worked closely with the agency stakeholders to collect and document functional requirements and Standard Operating Procedures (SOPs) for the future state BRC solution. • For the Florida Department of Transportation, (May 2019 – August 2020), Zeshta led the implementation of SailPoint Identity IQ to replace the agency's legacy access request and approvals solution and automate provisioning to target applications. • For the Massachusetts Executive Office of Technology Services & Security, (October 2018 – May 2020), Zeshta is currently providing project management and technical support for the Identity and Access Management implementation for the State of Massachusetts, managing multiple workstreams, day-to-day project execution, and client interactions. • For the State of Massachusetts, (December 2017 – September 2018), Zeshta has successfully led the implementation of Privileged Access Management services for critical infrastructure resources and systems. The implementation included enabling multi-factor authentication on password checkouts for privileged accounts across multiple agencies and Active Directory domains. She also implemented multi-factor authentication on login to authorize and manage access to critical on premise / Cloud servers and workspaces. As part of the project, Zeshta has supported testing of multi-factor authentication and development of operations support model for O365 access. • For a mid-sized technology client, (2015), Zeshta designed governance model, target operating model, RACI, and stakeholder engagement methodology as part of their IAM program. She also helped the client with IAM tool selection through detailed vendor analysis. To perform data cleanup in preparation for the implementation, she led the analysis of user access data across client's several databases, Linux servers, and Active Directory to identify active accounts belonging to terminated users and to identify users with privileged access (e.g., sysadmin, root etc.). 	

5.17 Teresa L. Smith, Ph.D., Disadvantaged Community Development Subject Matter Expert

Name	Teresa L. Smith
Proposed Position	NEED
Degree/Education	<ul style="list-style-type: none"> • M.A., Ph.D., Life Physics, California Institute for Human Sciences

	<ul style="list-style-type: none"> • M.A., Nonprofit Leadership and Management, University of San Diego • B.S., Psychology, Western Michigan University
Certifications	<ul style="list-style-type: none"> • N/A
Total Years of Experience	+20 Years
Summary of Qualifications	
<p>Teresa is currently a Chief Executive Officer and Founder of Dreams for Change, a startup nonprofit to find solutions for homeless and low-income individuals' needs through research, innovative techniques and collaborative efforts. She is a solution oriented minded executive with consistent success in nonprofit management, coalition building and impact measurements. Teresa is an experienced planner, leader and advocate across sectors in service provisions and policy development for low-income and homeless individuals. She is also a social entrepreneur using innovative methods to address existing and emerging community needs.</p>	
Relevant Experience	
<ul style="list-style-type: none"> • For Dreams for Change, (August 2009 – Present) <i>Startup and Growth Strategy:</i> Took program concept from pilot to full-scale operations across San Diego County. Developed and implemented organization's human resource, fiscal and operational policies and procedures. Built team of direct service providers, interns and volunteers. Developed partnerships and networks for organization's and programs' successes. Write successful grants and established strong relationships with individual donors and foundations. Developed Social Enterprise for program revenue and expansion. Recruited board members and provide direction and communication between Board and organization. Grew organization's programs and budget to over \$1 million. Grew personnel to 15 staff and over 50 volunteers and interns. <i>Leadership:</i> Lead the Family Asset Building Coalition in financial product development, strategic planning, advocacy efforts, development of membership guidelines, and represent Coalition to stakeholders, members, funders and media. Established cross sector leadership team of business, individuals and groups to develop and implement solutions to issues caused by feeding homeless in the streets. Coordinate county-wide Earned Income Tax Credit and CalFresh benefits enrollment efforts resulting in increased partnerships, participating organizations and number served. Assisted in growing tax return completions from 7,951 in 2009 to 15,513 returns resulting in \$190 million in tax refunds and credits. <i>Advocacy and Education:</i> Coordinated San Diego's effort with the California Reinvestment Coalition on payday lending reform. Developed bill, white paper, fact sheet and coalition for the expansion of housing payments for former foster youth in college and obtained state legislative authors to bill. Guest lecture at University of San Diego, Cal State San Marcos, and San Diego State University on issues of homelessness and poverty. Provide mentorship to higher education students annually, and serve as a judge in social innovation challenges. • For Home Start Inc., (October 2001 – August 2009), Teresa served as a Program Manager and led department in growth of program and funding by 45% to a budget of over \$1.3 million for program services. On-going research and program modification to meet consumers' needs. Consultant to government agencies and stakeholders on program and contract development. She directly hired and supervised diverse team of 16 professional staff and 15+ interns and volunteers. Conducted performance appraisals and led staff development and training to consistently reach 100% of target service goals. Teresa developed community collaborative, Inner City Action Network (ICAN) of nonprofit and government representatives to share resources, and address the specific community's concerns. • For the U.S. Army Reserves, (December 1994 – December 2002), Teresa served as a Behavioral Science Non-Commission Officer and Medic and managed mental health systems and team, provided training and support to soldiers on mental health issues, advised command on mental health operations. Fast tracked to six promotions (E-6) over service time. 	

5.18 Maria Kei Oldiges, Social Impact Subject Matter Expert

Name	Maria Kei Oldiges
Proposed Position	Social Impact Subject Matter Expert
Degree/Education	<ul style="list-style-type: none"> • M.S., Development Practice, University of California, Berkeley • B.S., Development Sociology and Science of Natural & Environmental System, Cornell University
Certifications	<ul style="list-style-type: none"> • N/A
Total Years of Experience	+15 Years
Summary of Qualifications	

Maria is an impact director with 15 years of professional experience in social and environmental movements. Skills include change management, qualitative and quantitative analysis, impact evaluation, fundraising and donor relations, impact evaluation, systems thinking, written and oral communications.

Relevant Experience

- **For the Beneficial State Foundation, (2017 – Present)**, Maria serves as a Social Impact Research & Evaluation Director and leads vision and strategy for Impact department by incorporating new frameworks into impact evaluation methods, identifying new impact metrics, designing, and conducting relevant research. She supports organizational growth and learning by conducting trainings and hosting workshops with external consultants. Maria leads the organization's participation in third-party reporting frameworks and mission-related commitments (e.g., Net Zero Banking Alliance, Platform for Carbon Accounting Financials, Global Alliance for Banking on Values, UN Principles for Responsible Banking, and others). She leads all federal Community Development Financial Institution (CDFI) Fund grant applications, grant deployment, and compliance. To date, solicited more than \$294 million in CDFI grants and capital investments and secured \$206 million in awards during 6 year tenure.
- **For U.C. Berkeley, College of Natural Resources, (2015 – 2017)**, Maria served as a Graduate Student Instructor and Researcher and designed and delivered lessons; mentored and evaluated students; coordinated with teaching team to achieve student learning objectives in undergraduate courses on ecology, environmental science, and environmental health. She developed and calculated the Genuine Progress Indicator (an alternative to Gross Domestic Product) for California as a measure of state economic growth). Maria presented GPI to state legislators for consideration as a policy-making tool.
- **For Presidio Graduate School, (2012 – 2015)**, Maria served as a Development Associate and expanded donor base by 30% and increasing alumni giving by 20% by improving donor communications and maintaining donor relationships. She assisted with grant proposal applications; contributed to annual report; reported on development efforts to the board and the public. Maria also served as Board Secretary and staff liaison to the Board of Directors.
- **For the Opportunities, Alternatives, and Resources (OAR), (2009 – 2011)**, Maria served as a Client Service Worker managing a revolving community bail fund (\$20,000 annually for 10-20 bails at any given time), including evaluating candidates for bail and collecting funds from courts. She provided direct social services to 200 incarcerated or at-risk clients annually; served as liaison and client advocate between OAR, local law enforcement agencies and social service agencies. Maria coordinated all ongoing volunteer efforts and events.

Attachment 6: Cost Proposal Worksheet

COST PROPOSAL WORKSHEET

The Cost Proposal Worksheet must be completed. See the instructions following the cost tables for specific requirements and details.

Cost of Key Personnel

Cost Table 1, Cost of Key Personnel

Name	Project Role	Organization	Hourly Rate	Estimated Hours	% of Total Hours	Estimated Cost
Collin Lopes	Engagement Leadership	Guidehouse	\$378.00	40	0.4%	\$15,120.00
Peter Janson	Project Oversight	Guidehouse	\$306.00	500	4.4%	\$153,000.00
Mark Tuggle	Project Manager	Guidehouse	\$249.00	1,651	14.6%	\$411,099.00
Pilar Rivera-Cruz	Finance Consultant	Guidehouse	\$306.00	250	2.2%	\$76,500.00
Catherine Bendinelli	Finance Consultant	Guidehouse	\$212.00	1,550	13.8%	\$328,600.00
Miriam Marlene Voigt	Finance Consultant	Guidehouse	\$212.00	1,634	14.5%	\$346,408.00
Adela Soriano	Finance Consultant	Guidehouse	\$197.00	1,634	14.5%	\$321,898.00
Holly Lewis	Economics Consultant	Guidehouse	\$197.00	1,000	8.9%	\$197,000.00
Marilynn Alvarado	Program Strategy Consultant	Guidehouse	\$197.00	1,960	17.4%	\$386,120.00
Winta Tewolde	Equity and Inclusion Subject Matter Expert	Guidehouse	\$306.00	40	0.4%	\$12,240.00
Dan Barrett	Customer Experience Subject Matter Expert	Guidehouse	\$306.00	40	0.4%	\$12,240.00
Raquel Malmberg	Operational Excellence Subject Matter Expert	Guidehouse	\$378.00	15	0.1%	\$5,670.00
Ann Davison	Communications Subject Matter Expert	Guidehouse	\$306.00	40	0.4%	\$12,240.00
Shaun Fernando	Strategy Subject Matter Expert	Guidehouse	\$378.00	15	0.1%	\$5,670.00
Catherine Riddle	Financial Services and Technology Subject Matter Expert	Guidehouse	\$306.00	40	0.4%	\$12,240.00
Zeshta Bhat	Cybersecurity Subject Matter Expert	Guidehouse	\$306.00	40	0.4%	\$12,240.00
Maria Kei Oldiges	Subject Matter Expert	Beneficial State Foundation	\$150.00	350	3.1%	\$63,000.00
Teresa Smith, Ph. D.	Subject Matter	Dreams For Change	\$48.00	473	4.2%	\$22,704.00

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	Expert				
Totals for Key Personnel:			11,272	100%	\$2,393,989.00

Cost of Proposed Expenses

Cost Table 2, Cost of Field and Remote Survey Work

Name of Subcontractor or Supplier	Service Provided	Estimated Cost
N.A. – To be provided by Guidehouse, inclusive of total project labor costs		
Total for field and telephone survey work:		\$0.00

Cost Table 3, Cost of Language Translation Services

Name of Subcontractor or Supplier	Service Provided	Estimated Cost
N.A. – To be provided by Guidehouse, inclusive of total project labor costs		
Total for language translation services:		\$0.00

Summary

Cost Table 4, Summary Cost Table

Project Cost Element	Project Cost
Total for Key Personnel	\$2,393,989.00
Total for field and remote survey work	\$0.00
Total for language translation services	\$0.00
Total Cost:	\$2,393,989.00

Attachment 7: Payee Data Record (STD. 204)

STATE OF CALIFORNIA – DEPARTMENT OF FINANCE

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)
 STD 204 (Rev. 03/2021)

Section 1 – Payee Information

NAME (This is required. Do not leave this line blank. Must match the payee's federal tax return)

Guidelhouse Inc

BUSINESS NAME, DBA NAME or DISREGARDED SINGLE MEMBER LLC NAME (If different from above)

MAILING ADDRESS (number, street, apt. or suite no.) (See instructions on Page 2)

1676 International Dr St 800

CITY, STATE, ZIP CODE

McLean, VA 22102

E-MAIL ADDRESS

sigcontracts@guidelhouse.com

Section 2 – Entity Type

Check one (1) box only that matches the entity type of the Payee listed in Section 1 above. (See instructions on page 2)

SOLE PROPRIETOR / INDIVIDUAL

SINGLE MEMBER LLC Disregarded Entity owned by an individual

PARTNERSHIP

ESTATE OR TRUST

CORPORATION (see instructions on page 2)

MEDICAL (e.g., dentistry, chiropractic, etc.)

LEGAL (e.g., attorney services)

EXEMPT (e.g., nonprofit)

ALL OTHERS

Section 3 – Tax Identification Number

Enter your Tax Identification Number (TIN) in the appropriate box. The TIN must match the name given in Section 1 of this form. Do not provide more than one (1) TIN. The TIN is a 9-digit number. Note: Payment will not be processed without a TIN.

- For Individuals, enter SSN.
- If you are a Resident Alien, and you do not have and are not eligible to get an SSN, enter your ITIN.
- Grantor Trusts (such as a Revocable Living Trust while the grantors are alive) may not have a separate FEIN. Those trusts must enter the individual grantor's SSN.
- For Sole Proprietor or Single Member LLC (disregarded entity), in which the sole member is an individual, enter SSN (ITIN if applicable) or FEIN (FTB prefers SSN).
- For Single Member LLC (disregarded entity), in which the sole member is a business entity, enter the owner entity's FEIN. Do not use the disregarded entity's FEIN.
- For all other entities including LLC that is taxed as a corporation or partnership, estates/trusts (with FEINs), enter the entity's FEIN.

Social Security Number (SSN) or Individual Tax Identification Number (ITIN)

_____ - _____ - _____

OR

Federal Employer Identification Number (FEIN)

3 6 - 4 0 9 4 8 5 4

Section 4 – Payee Residency Status (See instructions)

- CALIFORNIA RESIDENT – Qualified to do business in California or maintains a permanent place of business in California.
- CALIFORNIA NONRESIDENT – Payments to nonresidents for services may be subject to state income tax withholding.
- No services performed in California
- Copy of Franchise Tax Board waiver of state withholding is attached.

Section 5 – Certification

I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the state agency below.

NAME OF AUTHORIZED PAYEE REPRESENTATIVE

Collin Lopes

TITLE

Partner

E-MAIL ADDRESS

sigcontracts@guidelhouse.com

SIGNATURE

DATE

05/19/2023

TELEPHONE (include area code)

571-633-1711

Section 6 – Paying State Agency

Please return completed form to:

STATE AGENCY/DEPARTMENT OFFICE

UNIT/SECTION

MAILING ADDRESS

FAX

TELEPHONE (include area code)

CITY

STATE

ZIP CODE

E-MAIL ADDRESS

Attachment 8: Darfur Contracting Act Certification

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ATTACHMENT 8

DARFUR CONTRACTING ACT CERTIFICATION

Pursuant to Public Contract Code section 10478, if a proposer currently or within the previous three years has had business activities or other operations outside of the United States, it must certify that it is not a "scrutinized" company as defined in Public Contract Code section 10476.

Therefore, to be eligible to submit a proposal, please insert your company name and Federal ID Number and complete only one of the following three paragraphs (via initials for Paragraph # 1 or Paragraph # 2, or via initials and certification for Paragraph # 3):

<i>Company/Vendor Name (Printed)</i>	<i>Federal ID Number</i>
Galdehouse	36-4094854
<i>Printed Name and Title of Person Initiating (for Options 1 or 2)</i>	

1.
Initials We do not currently have, and have not had within the previous three years, business activities or other operations outside of the United States.

OR
2.
Initials We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services (DGS) to submit a proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our proposal.

OR
3. CL
Initials We currently have, or we have had within the previous three years, business activities or other operations outside of the United States, but we certify below that we are not a scrutinized company as defined in Public Contract Code section 10476.
+ certification below

CERTIFICATION for Paragraph # 3.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective proposer to the clause listed above in Paragraph # 3. This certification is made under the laws of the State of California.

<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
Collin Lopes, Partner	
<i>Date Executed</i>	<i>Executed in the County and State of</i>
05/19/2023	Sacramento, CA

Attachment 9: Iran Contracting Act Certification

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ATTACHMENT 9

IRAN CONTRACTING ACT CERTIFICATION (Public Contract Code sections 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 section 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 section 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 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. (Public Contract Code section 2205.)

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 (or n/a)
Guidehouse	36-4094854
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Collin Lopes, Partner	
Date Executed	Executed In
05/19/2023	Sacramento, CA

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 enters into or renews, 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 (or n/a)
By (Authorized Signature)	
Printed Name and Title of Person Signing	Date Executed

Attachment 10: Contractor Certification Clauses (CCC 04/2017)

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ATTACHMENT 10

CONTRACTOR CERTIFICATION CLAUSES (CCC 04/2017)

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Proposer Firm Name (Printed)</i>		<i>Federal ID Number</i>	
Guidehouse		38-4094854	
<i>By (Authorized Signature)</i>			
<i>Printed Name and Title of Person Signing</i>			
Collin Lopes, Partner			
<i>Date Executed</i>		<i>Executed in the County of</i>	
05/19/2023		Sacramento, CA	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,

Attachment 11: California Civil Rights Laws Certification

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ATTACHMENT 11

CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

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

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

CERTIFICATION

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

Proposer/Bidder Firm Name (Printed)	Federal ID Number
Guidehouse	36-4094854
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Collin Lopes, Partner	
Executed in the County of	Executed in the State of
Sacramento	California
Date Executed	
05/19/2023	

Attachment 12: Bidder Declaration (GSPD-05-105)

BIDDER DECLARATION

1. Prime bidder information (Review attached Bidder Declaration Instructions prior to completion of this form):

- a.** Identify current California certification(s) (MB, SB, NVSA, DVBE): or None (If "None", go to Item #2)
- b.** Will subcontractors be used for this contract? Yes No (If yes, indicate the distinct element of work your firm will perform in this contract e.g., list the proposed products produced by your firm, state if your firm owns the transportation vehicles that will deliver the products to the State, identify which solicited services your firm will perform, etc.). Use additional sheets, as necessary.

- c.** If you are a California certified DVBE: (1) Are you a broker or agent? Yes No
 (2) If the contract includes equipment rental, does your company own at least 51% of the equipment provided in this contract (quantity and value)? Yes No N/A

2. If no subcontractors will be used, skip to certification below. Otherwise, list all subcontractors for this contract. (Attach additional pages if necessary):

Subcontractor Name, Contact Person, Phone Number & Fax Number	Subcontractor Address & Email Address	CA Certification (MB, SB, NVSA, DVBE or None)	Work performed or goods provided for this contract	Corresponding % of bid price	Good Standing?	51% Rental?
Dreams For Change Teresa Smith 619.497.0236	PO Box 18327 San Diego, CA 92176	None	Subject matter expertise and advisory services	<5%	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Beneficial State Foundation Maria Kei Oldiges 510-463-6564	1438 WEBSTER ST STE 300 Oakland, CA 94612	None	Subject matter expertise and advisory services	<5%	<input checked="" type="checkbox"/>	<input type="checkbox"/>
					<input type="checkbox"/>	<input type="checkbox"/>

CERTIFICATION: By signing the bid response, I certify under penalty of perjury that the information provided is true and correct.

Attachment 13: Small Business or Microbusiness Preference, if applicable
Not Applicable

Attachment 14: Non-Small Business or Microbusiness Preference, if applicable
Not Applicable

Attachment 15: Commercially Useful Function Evaluation

Not Applicable

Attachment 16: DVBE Participation Requirements

Not Applicable

Attachment 17: Target Area Contract Preference Act (TACPA), if applicable
Not Applicable

H. Exceptions

General Terms and Conditions (GTC 04/2017)

1. **EXHIBIT C**
2. **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
3. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
4. **ASSIGNMENT:** This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
5. **AUDIT:** Contractor agrees that upon thirty (30) days written notice the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any time sheets and expense records ~~and supporting documentation~~ pertaining to the performance of this Agreement. Contractor agrees to maintain such time sheets and expense records for possible audit for a minimum of three (3) 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 Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
6. **INDEMNIFICATION:** Contractor agrees to indemnify, ~~defend and save harmless~~ the State, its officers, agents and employees from any and all third-party claims and losses directly arising out of the grossly negligent acts or willful omissions of accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other ~~person, firm or corporation furnishing or supplying work services, materials, or supplies~~ in connection with the performance of this Agreement, ~~and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.~~
7. **DISPUTES:** Contractor shall continue with the responsibilities under this Agreement during any dispute.

8. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments for services not provided should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. Contractor shall be compensated for all services rendered up to the termination date. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
9. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
10. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
11. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2,

§11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

12. **CERTIFICATION CLAUSES:** The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
13. **TIMELINESS:** Contractor agrees to perform the work in accordance with an applicable schedule as set forth in the scope of work. Time is of the essence in this Agreement.
14. **COMPENSATION:** The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
15. **GOVERNING LAW:** This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
16. **ANTITRUST CLAIMS:** The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
 - a. The Government Code Chapter on Antitrust claims contains the following definitions:
 - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
 - b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

- c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
 - d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.
- 17. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:
 - a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
 - b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- 18. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
- 19. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
- 20. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:
 - a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving

final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

- b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

21. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

_____ Guidehouse kindly requests that the State consider the following additions:

Limitation on Liability: Notwithstanding the terms of any other provision, the total liability of Contractor and its affiliates, directors, officers, employees, subcontractors, agents and representatives for all claims of any kind arising out of this Agreement, whether in contract, tort or otherwise, shall be limited to the total fees paid to Contractor under the applicable SOW. Neither Contractor nor State shall in any event be liable for any indirect, consequential or punitive damages, even if State or Contractor have been advised of the possibility of such damages.

Consulting Services Disclaimer: Contractor will not audit any financial statements or performing any attest procedures in the course of performing the Services under this Agreement. Contractor’s Services are not designed, nor should they be relied upon, to disclose internal weaknesses in internal controls, financial statement errors, irregularities, illegal acts or disclosure deficiencies. Contractor is not a professional accounting firm and does not practice accounting. Contractor’s Services will not include legal, engineering or architectural advice or services.

Standard of Care and Performance: Contractor agrees that the Services provided for herein will be performed in a professional manner in accordance with recognized professional consulting standards for similar services and that qualified personnel will be assigned for that purpose. In providing the Services, Contractor and its personnel shall exercise reasonable care. Contractor cannot guarantee or assure the achievement of any particular performance objective, nor can Contractor guarantee or assure any particular outcome for State or any other person as a result of this Agreement or the performance of the Services.

If, during the performance of these Services or within one year following completion of the Agreement, such Services will prove to be faulty or defective by reason of a failure to meet such standards, Contractor agrees that upon prompt written notification from State prior to the expiration of the one-year period following the completion of the Agreement of any such fault or defect, such faulty portion of the Services will be redone at no cost to State up to a maximum amount equivalent to the cost of the Services rendered under this Agreement. The foregoing will constitute Contractor’s sole warranty with respect to the accuracy or

completeness of the Services and the activities involved in its preparation, and is made in lieu of all other warranties and representations, express or implied, including any implied warranties of merchantability or fitness for a particular purpose.

Intellectual Property: Upon full payment of all amounts due Contractor in connection with this Agreement, all rights, title and interest in any information and items, including summaries, documents, reports and portions thereof Contractor provides to State (the "Contractor Deliverables") will become State's sole and exclusive property for its internal business purposes and uses pursuant to the scope set forth in the applicable SOW, subject to the exceptions set forth below. Contractor shall retain sole and exclusive ownership of all rights, title and interest in its work papers, proprietary information, processes, methodologies, know-how and software, including such information as existed prior to the delivery of the Services and, to the extent such information is of general application, anything that it may discover, create or develop during provision of the Services ("Contractor Property"). To the extent the Contractor Deliverables contain Contractor Property; State is granted a non-exclusive, non-assignable, royalty-free license to use it in connection with the subject of this Agreement.

Acceptance: Receipt of a deliverable occurs when the deliverable is provided to the State. Receipt of services is deemed to occur when the State receives an invoice from Contractor for those services. Absent written notification of non-acceptance from State within five (5) business days of receipt, deliverables and services will be construed as accepted. Any such notice shall specify in reasonable detail the reasons such deliverable or service has been deemed unacceptable. If the notice of non-acceptance is not sufficiently detailed to allow Contractor to determine why such deliverable or service is unacceptable, Contractor may request in writing that the State provide additional information. The passage of ten (10) business days from the date of such request without the provision of such additional information shall constitute final acceptance of such deliverable or service by the State. Within fifteen (15) days of receipt of the State notice, Contractor shall, at its option, either correct the problems in such deliverable or service or present the State with a plan to fix such problems within a reasonable period of time under the circumstances. The deliverable or service shall be deemed accepted by the State after comments have been incorporated and the deliverable or service re-submitted. Acceptance by the State shall not be unreasonably withheld.

EXHIBIT D
(Standard Agreement) SPECIAL TERMS AND CONDITIONS

1. 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 Agreement. California may pay any applicable sales and use tax imposed by another state.

2. Settlement of Disputes

In the event of a dispute, Contractor shall file a "Notice of Dispute" with a Deputy Treasurer of the State Treasurer's Office within ten (10) days of discovery of the problem. Within ten (10) days, the Deputy Treasurer shall meet with the Project Managers of Contractor and the State identified in Exhibit A for purposes of resolving the dispute. The decision of the Deputy Treasurer shall be final.

3. Evaluation of Contractor

Pursuant to Public Contract Code sections 10367 and 10369 within sixty (60) days after the completion of this Agreement, the State shall complete a written evaluation of Contractor's performance under this Agreement. If this Agreement is a contract for consultant services and if Contractor did not satisfactorily perform the work, a copy of the evaluation will be sent to the Department of General Services (DGS), Office of Legal Services, and to the Contractor within fifteen (15) working days of the completion of the evaluation in accordance with Public Contract Code section 10371.

4. No Agency Liability

The Contractor warrants by execution of this Agreement that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

5. Potential Subcontractors

Nothing contained in this Agreement 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 obligation of the State 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.

6. Force Majeure

Neither party to this Agreement shall be liable for damages resulting from delayed or defective performance when such delays arise out of causes beyond the control and without the fault or negligence of the offending party. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the State in its sovereign capacity, fires, floods, power failure, disabling strikes, epidemics, quarantine restrictions, and freight embargoes.

7. Waivers

No delay on the part of any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any party of any right, power, or privilege hereunder, nor any single or partial exercise of any right, power, or privilege hereunder, preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

8. Incorporation of Amendments to Applicable Laws

Any references to sections of federal or state statutes or regulations shall be deemed to include a reference to any amendments thereof and any successor provisions thereto.

9. Confidentiality

All financial, statistical, personal, technical, and other data and information relating to the operations of the State which are designated confidential by the State and become available to Contractor shall be protected by Contractor from unauthorized use and disclosure.

10. Titles/Section Headings

Titles and headings are for convenience of reference only and shall have no effect on the construction or legal effect of this Agreement.

11. Choice of Law

Notwithstanding Paragraph 14 of Exhibit C (General Terms and Conditions), this Agreement shall be administered, construed, and enforced according to the laws of the State of California (without regard to any conflict of laws provisions) to the extent such laws have not been preempted by applicable federal law. Any suit brought hereunder, including any action to compel arbitration or

to enforce any award or judgment rendered thereby, shall be brought in

state court sitting in Sacramento, California, the parties hereby waiving any claim or defense that such forum is not convenient or proper. Each party agrees that any such court shall have in personam jurisdiction over it and consents to service of process in any manner authorized by California law.

12. Notices

The parties agree that to avoid unreasonable delay in the progress of the services performed hereunder, Contractor and the State have designated in Exhibit A specific Project Managers for the purpose of communication between the parties. Any notice or other written communication required, or which may be given hereunder shall be deemed given when delivered personally, or by mail three (3) days after the date of mailing, unless by express mail then upon the date of confirmed receipt, to the Project Managers named in Exhibit A.

Either party hereto may, from time to time by notice in writing served upon the other as aforesaid, designate a different mailing address or a different or additional person to which all such notices or demands thereafter are to be addressed.

13. Permits and Licenses

Contractor shall carry out its duties and responsibilities herein in accordance with, be limited in the exercise of its rights by, and observe and comply with, all federal, state, city and county laws, rules or regulations affecting services under this Agreement. Contractor shall procure and keep in full force and effect during the term of this Agreement all permits and licenses necessary to accomplish the work contemplated in this Agreement.

14. Books and Records

Contractor shall keep accurate ~~books and time sheets and expense~~ records connected with the performance of this Agreement for a period of at least three (3) years. Contractor shall ensure that ~~books and time sheets and expense~~ records of subcontractors, suppliers, and other providers shall also be accurately maintained. Such ~~books and time sheets and expense~~ records shall be kept in a secure location and shall be available for inspection and copying by the State and its representatives ~~at any time upon thirty (30) days written notice.~~

15. Key Personnel

- a. A resume for each member of Contractor's staff who will exercise a significant administrative, policy, or consulting role under this Agreement is attached to this Agreement as Attachment 1 to Exhibit A. These members of Contractor's staff shall be hereafter referred to (both individually and collectively) as "Key Personnel."
- b. Contractor shall not substitute, replace, or reassign Key Personnel without the prior approval of the State.

- c. This Agreement may be terminated immediately, in the sole discretion of the State and upon written notice from the State to Contractor, because of any change in or departure of any of the Key Personnel.

16. Changes in Control, Organization or Key Personnel

Contractor shall promptly, and in any case within five (5) days, notify the State in writing: (i) if any of Contractor's representations and warranties, as set forth in this Agreement, cease to be true at any time during the term of this Agreement; (ii) of any change in Contractor's staff who exercises a significant administrative, policy, or consulting role under this Agreement, including without limitation any Key Personnel; (iii) of any change in the majority ownership, control, or business structure of Contractor; or (iv) of any other material change in Contractor's business, partnership or corporate organization. All written notices from Contractor under this provision shall contain sufficient information to permit the State to evaluate the changes within Contractor's staff or organization under the same criteria as was used by the State in its award of this Agreement to Contractor.

17. Insurance Requirements

Contractor warrants that it carries adequate liability, worker's compensation and other necessary insurance and shall maintain such insurance at levels acceptable to the State in full force and effect during the term of this Agreement. Contractor agrees to furnish satisfactory evidence of this insurance coverage to the State upon request.

18. Subcontractors

- d. Contractor shall perform the work contemplated by this Agreement with resources available within its own organization except for subcontracted work identified in this Agreement or other attachment incorporated hereto. No other portion of the work pertinent to this Agreement shall be subcontracted without written authorization by the State. The subcontractor must be mutually agreed upon in advance by both parties and such approval shall not be unreasonably withheld.
- e. Contractor shall require that any subcontractor agree to be bound by all provisions of this Agreement, as applicable.

19. Notice of Proceedings

Contractor shall promptly notify the State in writing of any investigation, examination or other proceeding involving Contractor, including any Key Personnel, commenced by any regulatory agency, which proceeding is not conducted in the ordinary course of Contractor's business.

20. Cumulative Remedies

The rights and remedies provided herein are cumulative and are not exclusive of any rights or remedies that any party may otherwise have at law or in equity.

21. Binding Effect

This Agreement, any instrument or agreement executed pursuant to this Agreement, and the rights, covenants, conditions and obligations of Contractor and the State contained therein, shall be binding upon the parties and their successors, assigns and legal representatives.

22. Publicity

No publicity release or announcement concerning this Agreement, or the transactions contemplated herein shall be issued by Contractor without advance written approval by the State.

23. Services or Procurement Resulting from Agreement

Neither Contractor, nor any of its subsidiaries, officers, or directors, may submit a bid or be awarded a contract for the provision of services, procurement of goods or supplies, or any other related action which is required, suggested, or otherwise deemed to be an outgrowth of the advice or recommendations that Contractor provides under this Agreement.

24. Agreement Does Not Violate Law

Contractor represents and warrants that neither the execution of this Agreement nor the acts contemplated hereby nor compliance by Contractor with any provisions hereof will:

- f. Violate any provision of the charter documents of Contractor;
- g. Violate any statute or law or ordinance or any judgment, decree, order, regulation or rule of any court or governmental authority applicable to Contractor; or
- h. Violate, or be in conflict with, or constitute a default under, or permit the termination of, or require the consent of any person under, any agreement to which Contractor may be bound, the violation of which in the aggregate would have a material adverse effect on the properties, business, prospects, earnings, assets, liabilities or condition (financial or otherwise) of Contractor.

25. Power and Authority

Contractor represents and warrants that it has the power and authority to enter into this Agreement and to carry out its obligations hereunder. The execution of this Agreement has been duly authorized by Contractor and no other proceeding on the part of Contractor is necessary to authorize this Agreement. Contractor has completed, obtained, and performed all registrations, filings, approvals, authorizations, consents, or examinations required by any government or governmental authority

for its acts contemplated by this Agreement.

26. Signature Authorization

The person signing this Agreement warrants that he/she is an agent of Contractor and is duly authorized to enter into this Agreement on behalf of Contractor.

27. Entire Agreement; Order of Precedence

- i. This Agreement, including documents that have been incorporated in this Agreement by reference, contains all representations and the entire understanding between the parties hereto with respect to the subject matter hereof. Any prior correspondence, memoranda or agreements are replaced in total by this Agreement.
- j. In the event there are any inconsistencies or ambiguities among the terms of this Agreement and incorporated documents, the following order of precedence shall be used: (i) applicable laws; (ii) the terms and conditions of this Agreement, including exhibits and attachments; (iii) the Request for Proposal (RFP) if any; (iv) Contractor's response to the RFP if any; and (v) any other provisions, terms, or materials incorporated herein.

28. Termination at Option of the State

In addition to the provisions of Paragraph 7 of Exhibit C (General Terms and Conditions), this Agreement may be terminated in whole or in part at any time upon 30 days' written notice by the State, for any reason. Upon receipt of a termination notice, Contractor shall promptly discontinue all services affected unless the notice specifies otherwise. In the event the State terminates all or a portion of this Agreement for any reason, it is understood that the State will provide payment to Contractor for **satisfactory** services rendered prior to the termination, but not in excess of the maximum amount of this Agreement.

29. Termination for Insolvency

Contractor shall notify the State immediately in writing in the event that Contractor files any federal bankruptcy action or state receivership action, any federal bankruptcy or state receivership action is commenced against Contractor, Contractor is adjudged bankrupt, or a receiver is appointed and qualifies. In the event of any of the foregoing events, or if the State determines, based on reliable information, that there is a substantial probability that Contractor will be financially unable to continue performance under this Agreement, the State may terminate this Agreement and all further rights and obligations immediately.

30. Completion

In the event of termination for default, the State reserves the right to take over and complete the work by contract or other means. In such case, Contractor will be liable to the State for any additional cost incurred by the State to complete the work whether reimbursed or not.

31. Effect of Termination

All duties and obligations of the State and Contractor shall cease upon termination of this Agreement, except that:

- k. Each party shall remain liable for any rights, obligations, or liabilities arising from activities carried on by it under this Agreement prior to the effective date of termination; and
- l. Contractor shall provide for the return of all records of the State to the State or its designee and shall cooperate fully to affect an orderly transfer of services.

32. Termination for Expatriation

Contractor shall notify the State immediately in writing in the event that Contractor or its parent files any notice with the Securities and Exchange Commission that Contractor intends to reincorporate offshore. In the event of such notice, the State may terminate this Agreement and all further rights and obligations immediately by giving five (5) days' notice in writing in the manner specified herein.

33. Compliance With Political Reform Act

Contractor acknowledges that the State is subject to the provisions of the Political Reform Act (Government Code section 81000 et seq. and all regulations adopted thereunder, including, but not limited to, California Code of Regulations, title 2, section 18700 et. seq.) and Contractor shall comply promptly with any requirement thereunder. If required by law, Contractor shall require its personnel, including without limitation, its Key Personnel all later substitutions therefore, to file Statements of Economic Interests in compliance with the Conflict-of-Interest Code for the Office of the State Treasurer and the various boards, authorities, commissions, and committees chaired by the State Treasurer (California Code of Regulations, title 2, section 1897). All such reports shall be filed simultaneously with the State.

34. Darfur Contracting Act

Effective January 1, 2009, all Invitations for Bids (IFB) or Requests for Proposals (RFP) for goods or services must address the requirements of the Darfur Contracting Act of 2008 (Act). (Public Contract Code section 10475 et seq.) The Act was passed by the California Legislature and signed into law by the Governor to preclude State agencies generally from contracting with "scrutinized" companies that do business in the African nation of Sudan of which the Darfur region is a part, for the reasons described in Public Contract Code section 10475.

A scrutinized company is a company doing business in Sudan as defined in Public Contract Code section 10476. Scrutinized companies are ineligible to, and cannot, bid on or submit a proposal for a contract with a State agency for goods or services. (Public Contract Code section 10477(a).)

Therefore, Public Contract Code section 10478(a) requires a company that currently has (or within the previous three years has had) business activities or other operations outside of the United States to certify that it is not a “scrutinized” company when it submits a bid or proposal to a State agency. A scrutinized company may still, however, submit a bid or proposal for a contract with a State agency for goods or services if the company first obtains permission from DGS according to the criteria set forth in Public Contract Code section 10477(b).

35. Disabled Veteran Business Participation

- m. Contractor agrees that as contractor of the State, it will meet the requirements of the State’s policies that embrace section 10115 et seq. of the Public Contract Code regarding 3% Disabled Veteran Business Enterprise (DVBE) participation goal for state contracts.
- n. Nothing shall be construed to authorize Contractor to discriminate in the solicitation or acceptance of bids for subcontracting, or for materials or equipment, on the basis of race, color, sex, ethnic origin or ancestry.
- o. Contractor agrees to provide the State or its delegate with any information reasonably necessary to comply with the obligations set forth in the applicable provisions of Public Contract Code section 10115 et seq. Upon reasonable notice, Contractor shall permit the State or its delegate access to Contractor’s premises during normal business hours to interview employees and to inspect and copy books, records, accounts, and other materials for the purpose of determining compliance with the applicable provisions of Public Contract Code section 10115 et seq. and California Code of Regulations, title 2, section 1896.60 et seq. Contractor further agrees to maintain such records for a period of three (3) years after final payment under this Agreement. Contractor further agrees to make this paragraph applicable to all subcontracts entered hereunder.

36. Labor Neutrality Policy

The State Treasurer’s Office recognizes the value of labor organizing and encourages the entities with which it contracts to demonstrate that they also value this principle by encouraging management neutrality in labor organizing activities.

To remain “neutral” means not to take any action or make any statement that will directly or indirectly state or imply any support for or opposition to the selection by the Contractor’s

employees of a collective bargaining agent, or preference or opposition to any particular union as a bargaining agent. Nothing in this section obligates or prohibits the Contractor from entering into private neutrality, labor peace or other lawful agreements with a labor organization seeking to represent or who currently represents the Contractor's employees.

37. Executive Order N-6-22 Russia Sanctions

The Contractor shall comply with Executive Order N-6-22 (the EO) regarding Economic sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine the Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State shall provide the Contractor advance written notice of such termination, allowing the Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

EXHIBIT E
(Standard Agreement) ADDITIONAL PROVISIONS

1. Conflict of Interest; No Profit

- a. Contractor certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest, and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any personal financial interest or benefit which either directly or indirectly arises from this Agreement.
- b. Contractor shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose which could result in private gain, or which gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.