



Department of Consumer Affairs, Office of Administrative Services  
1625 N. Market Boulevard, Suite S-103, Sacramento, CA 95834

**INVITATION FOR BID  
STATE OF CALIFORNIA  
DEPARTMENT OF CONSUMER AFFAIRS  
BOARD OF BARBERING AND COSMETOLOGY**

**IFB BBC 24-01  
COLLECTION AGENCY SERVICES**

**Notice to Prospective Bidders**

**June 28, 2024**

To all Prospective Bidders:

You are invited to review and respond to this Invitation for Bid (IFB) BBC entitled Collection Agency Services. In submitting your bid, you must comply with the instructions found herein.

Note that all agreements entered into with the State of California shall include by reference General Terms and Conditions (GTC-04/2017) and Contractor Certification Clauses (CCC-04/2017) that may be viewed and downloaded at Internet site <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>. If you do not have Internet access, a hard copy can be obtained by contacting the person listed below.

In the opinion of the Department of Consumer Affairs, this IFB is complete and without need of explanation. However, if you have questions, or should you need any clarifying information, the contact person for this IFB is:

Sean O'Neal  
Mechelle Schultz  
Department of Consumer Affairs  
Business Services Office, Contracts Unit  
1625 N. Market Boulevard, Suite S-103  
Sacramento, CA 95834  
[Sean.p.oneal@dca.ca.gov](mailto:Sean.p.oneal@dca.ca.gov)  
[Mechelle.Schultz@dca.ca.gov](mailto:Mechelle.Schultz@dca.ca.gov)

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

Sean P. O'Neal  
Contract Administrator  
Department of Consumer Affairs

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## **I. PURPOSE AND DESCRIPTION OF SERVICES:**

The Department of Consumer Affairs (DCA), Board of Barbering and Cosmetology (BBC) is requesting debt collection services where the timely collection of delinquent fees, fines, and cost recovery shall be performed, including, when authorized by DCA to do so, filing legal actions to collect delinquent civil penalties when attachable assets have been identified.

Please refer to Exhibit A, Scope of Work for more detail on the services to be provided.

BBC will consider offers from bidders who:

1. Meet the minimum qualifications as indicated in Article IV. Minimum Qualifications for Bidders.
2. Can assist DCA in meeting its goals and objectives as indicated in the attached scope of work; and,
3. Will maintain confidentiality of the data and reports.

## **II. TERM OF THE AGREEMENT:**

The Department of Consumer Affairs (DCA), Board of Barbering and Cosmetology (BBC) anticipates that the effective term of this agreement will be subject to close date of solicitation (or upon approval, whichever occurs later), through June 30, 2027.

## **III. CONTACT PERSON:**

Responses and questions regarding bid requirements and information shall be sent or directed to:

Department of Consumer Affairs  
Business Services Office – Contracts Unit  
Attn: **Mechelle Schultz**  
Mechelle.Schultz@dca.ca.gov

## **IV. MINIMUM QUALIFICATIONS FOR BIDDERS:**

The following are the minimum qualifications for Bidders that respond to this IFB. Bidders must clearly demonstrate that these minimum qualifications are met in the Bidder Certification Sheet (Attachment 2) that will be included in the Bidder's response to this IFB:

1. Must be in good standing and registered with the California Secretary of State and licensed to do business in the State of California.
2. Must have minimum of at least two (2) years of experience providing this type of service and must be able to provide three (3) references with at least one (1) being a state government or city/county entity.
3. The Contractor shall provide debt collection services as described below:
  - i. Perform skip-tracing abilities at the state level.
  - ii. Possess credit report accounts nationwide.
  - iii. When authorized by DCA, file legal action on accounts.
  - iv. Possess a valid California business license.
  - v. Maintain a principal office (headquarters) in California.
  - vi. Report to BBC via email of any legal or disciplinary actions taken against Contractor's firm or key personnel by any state agencies or other government entities; and
  - vii. Maintain current certificates of insurance covering professional liability and worker's compensation. Upon request from BBC, the Contractor shall provide certificates of coverage.

## V. TIME SCHEDULE:

Listed below are important dates and times by which specific actions must be taken or completed. If DCA/BBC finds it necessary to change any of these dates, it will be accomplished via an addendum to the IFB. Any dates that follow the final date for bid submission are only approximate and may be adjusted by DCA/BBC as conditions indicate without addendum to this IFB.

<b><u>Event</u></b>	<b><u>Date/Time</u></b>
IFB available to Bidders	<b>June 28, 2024</b>
Final Date for submission of Written Questions	<b>July 8, 2024</b>
Response to Written Questions	<b>July 10, 2024</b>
Final Date for Bid Submission	<b>July 16, 2024</b>
Public Bid/Cost Opening	<b>July 17, 2024 @ 9:00 AM</b>
Anticipated Agreement Start Date	<b>Upon approval</b>

## VI. WRITTEN QUESTIONS OR INQUIRIES:

Questions and issues regarding this IFB must be submitted electronically via e-mail to [Mechelle.Schultz@dca.ca.gov](mailto:Mechelle.Schultz@dca.ca.gov) by the date indicated in Section III, Bid Requirements and Article V. Time Schedule. Questions received after this date will only be addressed at DCA/BBCBCC discretion.

If substantive changes to this IFB are deemed appropriate by the DCA/BBCBCC as a result of questions received, an addendum will be issued. The addendum will become part of the IFB.

This IFB may only be changed by written addendum. Any verbal representations made by the DCA/BBCBCC staff are not binding on either the DCA/BBCBCC or the bidder and cannot be interpreted as modifications or clarifications to this IFB.

## VII. SUBMISSION OF BID:

1. Bids can be submitted electronically via e-mail to Mechelle Schultz at [Mechelle.schultz@dca.ca.gov](mailto:Mechelle.schultz@dca.ca.gov) or they can be sent in a sealed envelope to the Department of Consumer Affairs, Contracts Unit by the date and time specified in the Article V – Time Schedule. The sealed envelope must be plainly marked “IFB- BBC 24-01 Collection Agency Services, Attention: Sean O’Neal, Contracts Unit - DO NOT OPEN” and delivered to the address stated below.

**Department of Consumer Affairs  
Business Services Office – Contracts Unit  
Attn: Mechelle Schultz  
1625 N. Market Blvd., Suite S-103  
Sacramento, CA 95834**

Bids that are mailed in or physically delivered must have one (1) copy clearly labeled “MASTER” (bearing original wet or electronic signatures) and one (1) copy labeled “COPY” on the bid. Bids not clearly marked and not submitted in a sealed envelope will

be rejected. If discrepancies are found between the MASTER and the COPY, the "MASTER" bid will prevail over all others.

If you decide to mail in or hand deliver a bid, please see the address shown above. Neither the postmark on the bid proposal envelope nor receipt in the California Department of Consumer Affairs Mailroom will constitute timely delivery. Any bid received, and time stamped in the California Department of Consumer Affairs, Contracts Unit on or before the date and time specified in the Time Schedule identified in Article V, will be considered timely delivery.

It is the policy of the Department of Consumer Affairs (DCA) to make every effort to ensure that all bids have been received and properly time stamped; however, bidders are ultimately responsible for ensuring timely receipt of their bid. Bidders may verify receipt of their bid by contacting the person identified in the cover letter of this IFB.

2. All bids shall include the documents identified on the IFB Checklist (Attachment 9). Bids not including the proper "Required Attachments" or that do not meet the basic bid requirements shall be deemed non-responsive. A non-responsive bid is one that does not meet the basic bid requirements and is justification for rejection.
3. All documents requiring a signature can, unless noted otherwise, be signed electronically or via original signature of a person authorized to bind the bidding firm.
4. Bids must be submitted for the performance of all the services described herein. Any deviation from the work specifications shall not be considered and shall cause a bid to be rejected.
5. A bid may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. DCA may reject any or all bids and may waive any immaterial deviation in a bid. DCA's waiver of immaterial defect shall in no way modify the IFB document or excuse the bidder from full compliance with all requirements if awarded the agreement.
6. Costs incurred for developing bids and in anticipation of award of the agreement are entirely the responsibility of the bidder and shall not be charged to DCA.
7. An individual who is authorized to bind the bidding firm contractually must sign the Bidder Certification Sheet (Attachment 2). The signature must indicate the title or position that the individual holds in the firm. An unsigned bid shall be rejected.
8. A bidder may modify a bid after its submission by withdrawing its original bid and resubmitting a new bid prior to the bid submission deadline. Bidder modifications offered in any other manner, oral or written, shall not be considered.
9. A bidder may withdraw its bid by submitting a written withdrawal request to the State, signed by the bidder or an authorized agent. A bidder may thereafter submit a new bid prior to the bid submission deadline. Bids may not be withdrawn without cause subsequent to the bid submission deadline.
10. DCA may modify the IFB prior to the date fixed for submission of bids by the issuance of an addendum to all parties who received a bid package.

11. The DCA reserves the right to reject all bids. The DCA reserves the right to reject any bid that it deems not cost reasonable or for any other reason it deems a bid does not meet the requirements of this IFB. The DCA **is not required to award an agreement** as a result of this IFB.
12. Before submitting a response to this solicitation, bidders should review, correct all errors, and confirm compliance with the IFB requirements.
13. The DCA does not accept alternate agreement language from a prospective contractor. A bid with such language shall be considered a counter proposal and will be rejected. The State's General Terms and Conditions (GTC) are not negotiable.
14. No oral understanding or oral agreement shall be binding on either party.
15. The State of California seeks to realize the potential benefits of GenAI, through the development and deployment of GenAI tools, while balancing the risks of these new technologies.

**Bidders/Offerors must notify the State in writing if their solution or service includes, or makes available, any GenAI technology, including GenAI from third parties or subcontractors. The State has developed a GenAI Disclosure & Factsheet to be completed by the Bidder/Offeror.**

Failure to disclose GenAI to the State and submit the [GenAI Disclosure & Factsheet](#) will result in disqualification of the Bidder/Offeror and may void any resulting contract. The State reserves its right to seek any and all relief it may be entitled to as a result of such non-disclosure.

Upon receipt of a Bidder/Offeror GenAI Disclosure & Factsheet the state reserves the right to incorporate GenAI Special Provisions into the final contract or reject bids/offers that present an unacceptable level of risk to the state.

#### **VIII. PROHIBITION ON TAX DELINQUENTS:**

1. Pursuant to Public Contract Code section 10295.4, persons or companies identified as the largest tax delinquents by the Franchise Tax Board (FTB) or the California Department of Tax and Fee Administration (CDTFA) shall be disqualified from bidding and ineligible to enter into any agreement with the state for non-IT goods or services. Any agreement entered in violation of section 10295.4 is void and unenforceable.
2. Prior to executing any state agreement or renewal for non-IT goods or services, DCA-BBC shall verify that the proposed awardee(s) is not on a prohibited list by checking both the FTB and CDTFA websites.

#### **IX. LOSS LEADER:**

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.

## **X. EVALUATION AND SELECTION PROCESS:**

1. Each bid will be checked for the presence or absence of required information in conformance with the submission requirements of this IFB.
2. The DCA will evaluate each bid to determine its responsiveness to all IFB requirements. All bidders must meet the minimum qualifications, as stated in Article IV – Minimum Qualifications for Bidders and provide all of the required attachments as outlined in the Attachment 9 – IFB Checklist to be considered responsive.
3. Bids that contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the bidder, may be rejected. If in the opinion of the DCA, information submitted by the bidder was intended to mislead the DCA in its evaluation of the bid and the attribute, condition, or capability is a requirement of the IFB, it will be the basis for rejection of the bid.
4. The final selection will be made based on the lowest responsive bid and based on the total (or average) of the cost sheets for the three years. In the event of a tie in the bid amount, a tiebreaker will be decided by a coin toss observed by witnesses. Affected bidders will be invited to witness the coin toss.

## **XI. AWARD AND PROTEST:**

1. Award of Contract:

Any award of an agreement will be made to the lowest responsive bidder whose bid complies with all requirements of the IFB, and any addenda thereto, except for such immaterial defects as may be waived by the State. Award if made will be made within ninety (90) days (if no protest of the award is received) after the scheduled date for the Intent to Award. If a protest is received, the Award, if made, will be after the protest is resolved.

Whenever an agreement is awarded under a procedure that provides for competitive bidding, but the agreement is not to be awarded to the low bidder, the low bidder shall be notified by telegram, electronic facsimile transmission, overnight courier, or personal delivery five (5) working days prior to the award of the agreement.

2. Protest:

All protests must be made in writing, signed by an officer of the company or individual authorized to do so and submitted within five (5) working days of the State's posting of its intent to award. An original copy of the protest must be mailed (i.e., certified mail with return receipt requested) to:

Department of General Services  
Office of Legal Services  
Attention: Bid Protest Coordinator  
707 3rd Street, 7th Floor, Suite 7-330  
West Sacramento, CA 95605  
Email: [OLSProtests@dgs.ca.gov](mailto:OLSProtests@dgs.ca.gov)

A copy of the protest must also be mailed (certified or registered recommended) to:

Department of Consumer Affairs  
Business Services Office – Contracts Unit  
Attn: Sean O’Neal  
1625 N. Market Blvd., Suite S103  
Sacramento, CA 95834

Within five (5) working days of filing a protest, the bidder must submit a complete written statement specifying the grounds of the protest to the same aforementioned individuals. The protestor must provide facts and evidence to support its claim.

**XII. DISPOSITION OF BIDS:**

1. Upon bid opening, all documents submitted in response to this IFB will become the property of the State of California and will be regarded as public records under the California Public Records Act (Government Code Section 7920.000 et seq.) and subject to review by the public.
2. Bid packages may be returned only at the bidder's expense unless such expense is waived by the DCA.

**XIII. AGREEMENT EXECUTION AND PERFORMANCE:**

1. Performance shall start on the date set by the DCA and the Contractor, after all approvals have been obtained and the agreement is fully executed. The agreement will be executed only upon the State's acceptance of the Contractor's certificates of insurance, bonds, licenses, and permits, when such items are required. Should the Contractor fail to commence work at the agreed upon time, the DCA, upon five (5) days written notice to the Contractor, reserves the right to terminate the Agreement. In addition, the Contractor shall be liable to the State for the difference between Contractor's bid price and the actual cost of performing work by the second lowest bidder or by another contractor.
2. The lowest responsive bidder shall enter into an agreement with the State, which will be prepared on a State of California Standard Agreement.
3. All performance under this Agreement shall be completed on or before the termination date of the Agreement.
4. Should it become necessary to modify the terms of the resulting contract, those modifications may be made through a written amendment to the contract to the extent allowable by State Contracting Manual, Volume 1, Chapter 5, section 5.81. A contract amendment shall not be effective unless in writing and until fully executed by both parties.
5. The Agreement will not include a hard copy of the General Terms and Conditions (Exhibit C, GTC-04/2017), they will be incorporated by reference and made part of this Agreement and can be viewed here: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>

**XIV. BID SUBMISSION REQUIREMENTS:**

The bid submission package must include the following required forms fully completed and signed where applicable:



1. **ATTACHMENT 1 – BIDDER’S COST SHEETS** – must be completed and submitted with an original signature by the individual legally authorized to bind the bidder. The cost sheet must contain the proposed bid cost for Total Cost.
2. **ATTACHMENT 2 – BIDDER CERTIFICATION SHEET** - This Bid/Bidder Certification Sheet **must** be signed and returned along with all the "required attachments" as an entire package.
3. **ATTACHMENT 3 – BIDDER REFERENCES** – must provide three references for services performed within the last five (5) years, which are similar to Exhibit A, Scope of Work to be performed in this contract.
4. **ATTACHMENT 4 – BIDDER DECLARATION FROM (GSPD-05-105)** – must be completed and submitted with original signature.
5. **ATTACHMENT 5 – PAYEE DATA RECORD** – must be completed with original signature.
6. **ATTACHMENT 6 – CONTRACTOR CERTIFICATION CLAUSES** – must be signed and dated with original signature.
7. **ATTACHMENT 7 - DARFUR CONTRACTING ACT CERTIFICATION FORM** – must be fully completed, signed, and dated with original signature.
8. **ATTACHMENT 8 – IFB CHECKLIST** – is to be used to confirm compliance with the bid submission requirements. The checklist must be fully completed and submitted as the cover to your bid package.
9. **ATTACHMENT 9 – GENERATIVE ARTIFICIAL INTELLIGENCE (GenAI) Disclosure & Factsheet** – must be completed with original signature.

#### **XV. DARFUR CONTRACTING ACT OF 2008:**

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 sections 10475, et seq.; Stats. 2008, Ch. 272.) 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 (See # 1 on Attachment 8).

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 the Department of

General Services (DGS) according to the criteria set forth in Public Contract Code section 10477(b) (See #2 on Attachment 8).

**XVI. SMALL BUSINESS ENTERPRISE PREFERENCE:**

Overview: Current law encourages state departments to first consider a Small Business Enterprise (Small)/Microbusiness Enterprise (Micro) for contracting opportunities. The DCA is committed to supporting Small/Micro business participation in state contracting and seeks to use certified Small/Micro businesses whenever possible.

The State of California provides a five percent (5%) preference to Small/Micro Business proposers. This 5% preference is also provided to Non-Small Businesses that commit to subcontract, with one or more California-certified Small/Micro businesses, at least 25% of the net bid price, as specified below. The standard contract language for the preference programs can be found at <https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Certify-or-Re-apply-as-Small-Business-Disabled-Veteran-Business-Enterprise>. For the purposes of this section, the definitions specified in Title 2, California Code of Regulations (CCR), §1896.4 shall apply unless otherwise noted.

Questions regarding certification of small businesses should be directed to the Office of Small Business and DVBE Services (OSDS) at (916) 375-4940. See below for an example of how a Small Business preference is applied.

<b>Bidder</b>	<b>A</b>	<b>B</b>	<b>C</b>
Responsive & Responsible	Y	Y	Y
SB Preference and Claiming	SB	None	SB
Net Bid Amount	\$32,995	\$31,900	\$32,500
Initial Ranking	3	1	2
SB Preference Amount*	\$1,595	0	\$1,595
Evaluated Bid Price	\$31,400	\$31,900	\$30,905
Re-Ranking	<b>2</b>	<b>3</b>	<b>1</b>

\*Note: the 5% SB preference is calculated from the lowest net bid received (0.05 x = \$) and that value is then applied to all SB bids.

**XVII. TARGET AREA CONTRACT PREFERENCE ACT (TACPA) (if applicable):**

Refer to [https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Request-a-Target-Area-Contract-Preference?search=small business preference](https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Request-a-Target-Area-Contract-Preference?search=small%20business%20preference) for more information.

**XVIII. DISABLED VETERAN BUSINESS ENTERPRISE PROGRAM (DVBE) PARTICIPATION:**

Section 10115 et seq. of the Public Contract Code, and Section 999 et seq. of the Military and Veterans Code requires a goal of three percent (3%) for Disabled Veteran Business Enterprise (DVBE) participation for all contracts on an agency-wide basis of \$25,000.00 and over unless exempted due to the services provided.

DVBE participation requirements are being **waived** for this IFB.

<https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Certify-or-Re-apply-as-Small-Business-Disabled-Veteran-Business-Enterprise>

**XIX. DVBE INCENTIVE OPTION:**

The State is committed to achieving legislatively established goals for the participation of DVBEs in all state contracts and seeks to use certified DVBE business whenever possible. Therefore, the State requests your voluntary participation in reporting any certified DVBEs including yourself, that will be used in the performance of this Agreement. An explanation of the Disabled Veteran Business Enterprise Program (DVBE) requirements can be found at the Internet web site:

[https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Certify-or-Re-apply-as-Small-Business-Disabled-Veteran-Business-Enterprise.](https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Certify-or-Re-apply-as-Small-Business-Disabled-Veteran-Business-Enterprise)

**ATTACHEMENT 1  
 BIDDER'S COST SHEET  
 CONTRACT YEAR 1 (7/1/2024 – 6/30/2025)  
 IFB BBC-24-01**

The Bidder proposes and agrees to perform in accordance with Exhibit A, Scope of Work.

The total cost indicated below is not binding on the contracting agency. However, the actual rates quoted by the Bidder shall be binding for the term of the Agreement.

Please note that the winning Bidder's Cost Sheet shall be incorporated in the final contract.

Product Description	Percentage on Collected Debt (%)	Estimation of BBC Outstanding Debt	Total
<b>A. Debt Collection Services</b>		\$160,000.00	\$ _____
<b>B. Litigation Services (if applicable)</b>		\$10,000.00	\$ _____
<b>Additional Comments</b>	The above amounts are not a guarantee. The amounts to be collected and the amounts for litigation services may be more or less than what is listed above.		
<b>TOTAL CONTRACT AMOUNT (YEAR 1) (A+B)</b>			<b>\$ _____</b>

DCA does not expressly or by implication agree that the actual amount of work will correspond with any estimation provided in this Agreement and reserves the right to omit portions of the estimated amount of work as may be deemed necessary or advisable by DCA. The estimates listed above are a good faith estimate and are not a guarantee of business and is subject to change depending on need. The amounts indicated above will be used solely for the purposes of encumbering funds. DCA makes no guarantee, expressed or implied, for the actual amount of work to be performed. However, the rates contained in Exhibit B shall be binding for the term of this Agreement.

**Please read and sign:**

I hereby certify that I am authorized to sign this Bidder Cost Sheet and warrant that the cost shown above is accurate and represents an unconditional offer to the Department of Consumer Affairs.

<b>Signature</b>	<b>Date Signed</b>
<b>Printed Name</b>	<b>Title</b>
<b>Legal Business Name</b>	<b>Federal I.D. Number</b>

**Bid form(s) must be completed in its entirety.  
 An unsigned bid form may result in disqualification.**

**Questions regarding completion of this form should be brought to the attention of:**

**Sean O'Neal**  
[sean.p.oneal@dca.ca.gov](mailto:sean.p.oneal@dca.ca.gov)

**ATTACHEMENT 1  
 CONTRACT YEAR 2 (7/1/2025 – 6/30/2026)  
 IFB BBC-24-01**

The Bidder proposes and agrees to perform in accordance with Exhibit A, Scope of Work.

The total cost indicated below is not binding on the contracting agency. However, the actual costs quoted by the bidder shall be binding for the term of the Agreement.

Please note that the winning Bidder's Cost Sheet shall be incorporated in the final contract.

Product Description	Percentage on Collected Debt (%)	Estimation of BBC Outstanding Debt	Total
<b>A) Debt Collection Services</b>		\$160,000.00	\$ _____
<b>B) Litigation Services (if applicable)</b>		\$10,000.00	\$ _____
<b>Additional Comments</b>	The above amounts are not a guarantee. The amounts to be collected and the amounts for litigation services may be more or less than what is listed above.		
<b>TOTAL CONTRACT AMOUNT (A+B)</b>			<b>\$ _____</b>

DCA does not expressly or by implication agree that the actual amount of work will correspond with any estimation provided in this Agreement and reserves the right to omit portions of the estimated amount of work as may be deemed necessary or advisable by DCA. The estimates listed above are a good faith estimate and are not a guarantee of business and is subject to change depending on need. The amounts indicated above will be used solely for the purposes of encumbering funds. DCA makes no guarantee, expressed or implied for actual amount of work to be performed. However, the rates contained in Exhibit B shall be binding for the term of this Agreement.

**Please read and sign:**

I hereby certify that I am authorized to sign this Bidder Cost Sheet and warrant that the cost shown above is accurate and represents an unconditional offer to the Department of Consumer Affairs.

<b>Signature</b>	<b>Date Signed</b>
<b>Printed Name</b>	<b>Title</b>
<b>Legal Business Name</b>	<b>Federal I.D. Number</b>

**Bid form(s) must be completed in its entirety.  
 An unsigned bid form may result in disqualification.**

**Questions regarding completion of this form should be brought to the attention of:**

**Sean O'Neal**  
[sean.p.oneal@dca.ca.gov](mailto:sean.p.oneal@dca.ca.gov)

**ATTACHEMENT 1  
 CONTRACT YEAR 3 (7/1/2026 – 6/30/2027)  
 IFB BBC-24-01**

The Bidder proposes and agrees to perform in accordance with Exhibit A, Scope of Work.

The total cost indicated below is not binding on the contracting agency. However, the actual costs quoted by the bidder shall be binding for the term of the Agreement.

Please note that the winning Bidder's Cost Sheet shall be incorporated in the final contract.

Product Description	Percentage on Collected Debt (%)	Estimation of BBC Outstanding Debt	Total
<b>A) Debt Collection Services</b>		\$160,000.00	\$ _____
<b>B) Litigation Services (if applicable)</b>		\$10,000.00	\$ _____
<b>Additional Comments</b>	The above amounts are not a guarantee. The amounts to be collected and the amounts for litigation services may be more or less than what is listed above.		
<b>TOTAL CONTRACT AMOUNT (A+B)</b>			<b>\$ _____</b>

DCA does not expressly or by implication agree that the actual amount of work will correspond with any estimation provided in this Agreement and reserves the right to omit portions of the estimated amount of work as may be deemed necessary or advisable by DCA. The estimates listed above are a good faith estimate and are not a guarantee of business and is subject to change depending on need. The amounts indicated above will be used solely for the purposes of encumbering funds. DCA makes no guarantee, expressed or implied for actual amount of work to be performed. However, the rates contained in Exhibit B shall be binding for the term of this Agreement.

**Please read and sign:**

I hereby certify that I am authorized to sign this Bidder Cost Sheet and warrant that the cost shown above is accurate and represents an unconditional offer to the Department of Consumer Affairs.

<b>Signature</b>	<b>Date Signed</b>
<b>Printed Name</b>	<b>Title</b>
<b>Legal Business Name</b>	<b>Federal I.D. Number</b>

**Bid form(s) must be completed in its entirety.  
 An unsigned bid form may result in disqualification.**

**Questions regarding completion of this form should be brought to the attention of:**

**Sean O'Neal**  
[sean.p.oneal@dca.ca.gov](mailto:sean.p.oneal@dca.ca.gov)

**ATTACHMENT 2**

**BIDDER CERTIFICATION SHEET**

This Bidder Certification Sheet **must** be signed and returned along with all the "required attachments" as an entire package. The bid must be transmitted in a sealed envelope in accordance with the IFB instructions.

By signing this certification, the bidder certifies that:

- A. An all-inclusive bid is submitted as detailed in the Bidder Cost Sheet, (Attachment 1).
- B. All required attachments are included with this certification sheet.
- C. Bidder or Bidder's employees must have minimum of at least two (2) years of experience providing services as described in Exhibit A, Scope of Work and must be able to provide three (3) references with at least one (1) being a state government or city/county entity.
- D. The signature affixed hereon and dated certifies compliance with all the requirements of this bid document and authorizes the verification of any part of this bid.

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

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

**Completion Instructions for Bidder Certification Sheet (ATTACHMENT 2 - cont'd)**

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

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



**ATTACHMENT 3**

**BIDDER REFERENCES**

Submission of this attachment is mandatory. Failure to complete and return this attachment with your bid may cause your bid to be rejected and deemed nonresponsive.

List below three references for services performed within the last five (5) years, which are similar to the scope of work to be performed in this contract.

<b>REFERENCE 1</b>			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			
<b>REFERENCE 2</b>			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			
<b>REFERENCE 3</b>			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

**ATTACHMENT 4**

State of California—Department of General Services, Procurement Division  
 GSPD-05-105 (EST 8/05)

Solicitation Number \_\_\_\_\_

**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, 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, DVBE or None)	Work performed or goods provided for this contract	Corresponding % of bid price	Good Standing?	51% Rental?

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

Page \_\_\_\_ of \_\_\_\_

**BIDDER DECLARATION Instructions**

**All prime bidders (the firm submitting the bid) must complete the Bidder Declaration.**

- 1.a.** Identify all current certifications issued by the State of California. If the prime bidder has no California certification(s), check the line labeled "None" and proceed to Item #2. If the prime bidder possesses one or more of the following certifications, enter the applicable certification(s) on the line:
- Microbusiness (MB)
  - Small Business (SB)
  - Small Business Nonprofit Veteran Service Agency (SB/NVSA)
  - Disabled Veteran Business Enterprise (DVBE)
- 1.b.** Mark either "Yes" or "No" to identify whether subcontractors will be used for the contract. If the response is "No," proceed to Item #1.c. If "Yes," enter on the line the distinct element of work contained in the contract to be performed or the goods to be provided by the prime bidder. Do not include goods or services to be provided by subcontractors.
- Bidders certified as MB, SB, SB/NVSA, and/or DVBE must provide a commercially useful function as defined in Military and Veterans Code Section 999(e)(2)(A) for DVBEs and Government Code Section 14837(d)(4)(A) for small/microbusinesses. For questions regarding commercially useful function determinations made in conjunction with certification approval, contact the Department of General Services, Procurement Division, Office of Small Business and DVBE Certification (OSDC), OSDC Certification and Compliance Unit via email at: [osdchelp@dgs.ca.gov](mailto:osdchelp@dgs.ca.gov)
- Bids must propose that certified bidders provide a commercially useful function for the resulting contract or the bid will be deemed non-responsive and rejected by the State. For questions regarding the solicitation, contact the procurement official identified in the solicitation.
- Note: A subcontractor is any person, firm, corporation, or organization contracting to perform part of the prime's contract.
- 1.c.** This item is only to be completed by businesses certified by California as a DVBE.
- (1) Declare whether the prime bidder is a broker or agent by marking either "Yes" or "No". The Military and Veterans Code Section 999.2 (b) defines "broker" or "agent" as a certified DVBE contractor or subcontractor that does not have title, possession, control, and risk of loss of materials, supplies, services, or equipment provided to an awarding department, unless one or more of the disabled veteran owners has at least 51-percent ownership of the quantity and value of the materials, supplies, services, and of each piece of equipment provided under the contract.
  - (2) If bidding rental equipment, mark either "Yes" or "No" to identify if the prime bidder owns at least 51% of the equipment provided (quantity and value). If not bidding rental equipment, mark "N/A" for "not applicable."
- 2.** If no subcontractors are proposed, do not complete the table. Read the certification at the bottom of the form and complete "Page \_\_\_\_ of \_\_\_\_" on the form.
- If subcontractors will be used, complete the table listing all subcontractors. If necessary, attach additional pages and complete the "Page \_\_\_\_ of \_\_\_\_" accordingly.

**2. (continued) Column Labels**

- Subcontractor Name, Contact Person, Phone Number & Fax Number**—List each element for all subcontractors.
- Subcontractor Address & Email Address**—Enter the address and if available, an Email address.
- CA Certification (MB, SB, DVBE or None)**—If the subcontractor possesses a current State of California certification(s), verify on the OSDC website ([www.pd.dgs.ca.gov/smbus](http://www.pd.dgs.ca.gov/smbus)) that it is still valid and list all current certifications here. Otherwise, enter "None." [Note: A SB/NVSA should not be participating as a subcontractor]
- Work performed or goods provided for this contract**—Identify the distinct element of work contained in the contract to be performed or the goods to be provided by each subcontractor. Certified subcontractors must provide a commercially useful function for the contract. (See paragraph 1.b above for code citations regarding the definition of commercially useful function.) If a certified subcontractor is further subcontracting a greater portion of the work or goods provided for the resulting contract than would be expected by normal industry practices, attach a separate sheet of paper explaining the situation.
- Corresponding % of bid price**—Enter the corresponding percentage of the total bid price for the goods and/or services to be provided by each subcontractor. Do not enter a dollar amount.
- Good Standing?**—Provide a response for each subcontractor listed. Enter either "Yes" or "No" to indicate that the prime bidder has verified that the subcontractor(s) is in good standing for all of the following:
- Possesses valid license(s) for any license(s) or permits required by the solicitation or by law
  - If a corporation, the company is qualified to do business in California and designated by the State of California Secretary of State to be in good standing
  - Possesses valid State of California certification(s) if claiming MB, SB, and/or DVBE status
  - Is not listed on the OSDC website as ineligible to transact business with the State
- 51% Rental?**—This pertains to the applicability of rental equipment. Based on the following parameters, enter either "N/A" (not applicable), "Yes" or "No" for each subcontractor listed.
- Enter "N/A" if the:
- Subcontractor is NOT a DVBE (regardless of whether or not rental equipment is provided by the subcontractor) or
  - Subcontractor is NOT providing rental equipment (regardless of whether or not subcontractor is a DVBE)
- Enter "Yes" if the subcontractor is a California certified DVBE providing rental equipment and the subcontractor owns at least 51% of the rental equipment (quantity and value) it will be providing for the contract.
- Enter "No" if the subcontractor is a California certified DVBE providing rental equipment but the subcontractor does NOT own at least 51% of the rental equipment (quantity and value) it will be providing.
- Read the certification at the bottom of the page and complete the "Page \_\_\_\_ of \_\_\_\_" accordingly.**

### ATTACHMENT 5 - PAYEE DATA RECORD

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)

**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)

<b>CITY, STATE, ZIP CODE</b>	<b>E-MAIL ADDRESS</b>
------------------------------	-----------------------

#### 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)

- |   |   |
|---|---|
| <input type="checkbox"/> <b>SOLE PROPRIETOR / INDIVIDUAL</b><br><input type="checkbox"/> <b>SINGLE MEMBER LLC Disregarded Entity owned by an individual</b><br><input type="checkbox"/> <b>PARTNERSHIP</b><br><input type="checkbox"/> <b>ESTATE OR TRUST</b> | <b>CORPORATION</b> (see instructions on page 2)<br><input type="checkbox"/> <b>MEDICAL</b> (e.g., dentistry, chiropractic, etc.)<br><input type="checkbox"/> <b>LEGAL</b> (e.g., attorney services)<br><input type="checkbox"/> <b>EXEMPT</b> (e.g., nonprofit)<br><input type="checkbox"/> <b>ALL OTHERS</b> |
|---|---|

#### 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)**

\_\_\_\_\_

#### 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.*

<b>NAME OF AUTHORIZED PAYEE REPRESENTATIVE</b>	<b>TITLE</b>	<b>E-MAIL ADDRESS</b>
<b>SIGNATURE</b>	<b>DATE</b>	<b>TELEPHONE</b> (include area code)

#### Section 6 – Paying State Agency

Please return completed form to:

<b>STATE AGENCY/DEPARTMENT OFFICE</b> Department of Consumer Affairs, Business Services Office		<b>UNIT/SECTION</b> Contracts Unit	
<b>MAILING ADDRESS</b> 1625 North Market Blvd., S-103		<b>FAX</b> (916) 574-8658	<b>TELEPHONE</b> (include area code) (916) 574-7287
<b>CITY</b> Sacramento	<b>STATE</b> CA	<b>ZIP CODE</b> 95834	<b>E-MAIL ADDRESS</b> Priscilla.Navarro@dca.ca.gov



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)

**GENERAL INSTRUCTIONS**

Type or print the information on the Payee Data Record, STD 204 form. Sign, date, and return to the state agency/department office address shown in Section 6. Prompt return of this fully completed form will prevent delays when processing payments.

Information provided in this form will be used by California state agencies/departments to prepare Information Returns (Form 1099).

**NOTE:** Completion of this form is optional for Government entities, i.e. federal, state, local, and special districts.

A completed Payee Data Record, STD 204 form, is required for all payees (non-governmental entities or individuals) entering into a transaction that may lead to a payment from the state. Each state agency requires a completed, signed, and dated STD 204 on file; therefore, it is possible for you to receive this form from multiple state agencies with which you do business.

Payees who do not wish to complete the STD 204 may elect not to do business with the state. If the payee does not complete the STD 204 and the required payee data is not otherwise provided, payment may be reduced for federal and state backup withholding. Amounts reported on Information Returns (Form 1099) are in accordance with the Internal Revenue Code (IRC) and the California Revenue and Taxation Code (R&TC).

**Section 1 – Payee Information**

**Name** – Enter the name that appears on the payee’s federal tax return. The name provided shall be the tax liable party and is subject to IRS TIN matching (when applicable).

- Sole Proprietor/Individual/Revocable Trusts – enter the name shown on your federal tax return.
- Single Member Limited Liability Companies (LLCs) that is disregarded as an entity separate from its owner for federal tax purposes - enter the name of the individual or business entity that is tax liable for the business in section 1. Enter the DBA, LLC name, trade, or fictitious name under Business Name.
- Note: for the State of California tax purposes, a Single Member LLC is not disregarded from its owner, even if they may be disregarded at the Federal level.
- Partnerships, Estates/Trusts, or Corporations – enter the entity name as shown on the entity’s federal tax return. The name provided in Section 1 must match to the TIN provided in section 3. Enter any DBA, trade, or fictitious business names under Business Name.

**Business Name** – Enter the business name, DBA name, trade or fictitious name, or disregarded LLC name.

**Mailing Address** – The mailing address is the address where the payee will receive information returns. Use form STD 205, Payee Data Record Supplement to provide a remittance address if different from the mailing address for information returns, or make subsequent changes to the remittance address.

**Section 2 – Entity Type**

If the Payee in Section 1 is a(n)...	THEN Select the Box for...
Individual • Sole Proprietorship • Grantor (Revocable Living) Trust disregarded for federal tax purposes	Sole Proprietor/Individual
Limited Liability Company (LLC) owned by an individual and is disregarded for federal tax purposes	Single Member LLC-owned by an individual
Partnerships • Limited Liability Partnerships (LLP) • and, LLC treated as a Partnership	Partnerships
Estate • Trust (other than disregarded Grantor Trust)	Estate or Trust
Corporation that is medical in nature (e.g., medical and healthcare services, physician care, nursery care, dentistry, etc.) • LLC that is to be taxed like a Corporation and is medical in nature	Corporation-Medical
Corporation that is legal in nature (e.g., services of attorneys, arbitrators, notary publics involving legal or law related matters, etc.) • LLC that is to be taxed like a Corporation and is legal in nature	Corporation-Legal
Corporation that qualifies for an Exempt status, including 501(c) 3 and domestic non-profit corporations.	Corporation-Exempt
Corporation that does not meet the qualifications of any of the other corporation types listed above • LLC that is to be taxed as a Corporation and does not meet any of the other corporation types listed above	Corporation-All Other

**Section 3 – Tax Identification Number**

The State of California requires that all parties entering into business transactions that may lead to payment(s) from the state provide their Taxpayer Identification Number (TIN). The TIN is required by R&TC sections 18646 and 18661 to facilitate tax compliance enforcement activities and preparation of Form 1099 and other information returns as required by the IRC section 6109(a) and R&TC section 18662 and its regulations.

**Section 4 – Payee Residency Status**

**Are you a California resident or nonresident?**

- A corporation will be defined as a “resident” if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.
- A partnership is considered a resident partnership if it has a permanent place of business in California.
- An estate is a resident if the decedent was a California resident at time of death.
- A trust is a resident if at least one trustee is a California resident.
  - o For individuals and sole proprietors, the term “resident” includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:

Withholding Services and Compliance Section: 1-888-792-4900      E-mail address: [wscs.gen@ftb.ca.gov](mailto:wscs.gen@ftb.ca.gov)  
For hearing impaired with TDD, call: 1-800-822-6268      Website: [www.ftb.ca.gov](http://www.ftb.ca.gov)

**Section 5 – Certification**

Provide the name, title, email address, signature, and telephone number of individual completing this form and date completed. In the event that a SSN or ITIN is provided, the individual identified as the tax liable party must certify the form. Note: the signee may differ from the tax liable party in this situation if the signee can provide a power of attorney documented for the individual.

**Section 6 – Paying State Agency**

This section must be completed by the state agency/department requesting the STD 204.

**Privacy Statement**

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it. It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and state law imposes noncompliance penalties of up to \$20,000. You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

All questions should be referred to the requesting state agency listed on the bottom front of this form.

**ATTACHMENT 6**

**Contractor Certification Clauses (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.

<b>Contractor/Bidder Firm Name (Printed)</b>	<b>Federal ID Number</b>
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	Executed in the County of

**CONTRACTOR CERTIFICATION CLAUSES**

**STATEMENT OF COMPLIANCE:**

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

**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 penalties that may be imposed upon employees for drug abuse violations.
- c) Provide that every employee who works on the proposed Agreement will:
  - 1. receive a copy of the company's drug-free policy statement; and,
  - 2. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Contractor has made false certification or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

#### NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court which orders Contractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

#### CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:

Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services and may be taken into account when determining the award of future contracts with the State for legal services.

#### EXPATRIATE CORPORATIONS:

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1 and is eligible to contract with the State of California.

#### SWEATFREE CODE OF CONDUCT:

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweat free Code of Conduct as set forth on the California Department of Industrial Relations [website](#) and Public Contract Code Section 6108.
- b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

#### DOMESTIC PARTNERS:

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

#### GENDER IDENTITY:

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

#### DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

#### CONFLICT OF INTEREST:

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

a) Current State Employees (PCC 10410):

1. No officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
2. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

b) Former State Employees (PCC 10411):

1. For the two-year period from the date, he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
2. For the twelve-month period from the date, he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e))

#### LABOR CODE/WORKERS' COMPENSATION:

Contractor needs to be aware of the provisions which require every employer to be insured against



liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

#### AMERICANS WITH DISABILITIES ACT:

Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C.12101 et seq.)

#### CONTRACTOR NAME CHANGE:

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

#### CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a) When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b) "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c) Both domestic and foreign corporations (those incorporated outside of California) must be in good standing to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

#### RESOLUTION:

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

#### AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

#### PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other government entity.

**ATTACHMENT 7**

**Darfur Contracting Act Certification**

Pursuant to Public Contract Code section 10478, if a bidder or 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 bid or 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>
<i>Printed Name and Title of Person Initialing (for Options 1 or 2)</i>	

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

**OR**

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

**OR**

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

**CERTIFICATION For # 3.**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective proposer/bidder to the clause listed above in # 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>	
<i>Date Executed</i>	<i>Executed in the County and State of</i>

**ATTACHMENT 8**

**IFB CHECKLIST**

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

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

<b>X</b>	<b>Attachment</b>	<b>Attachment Name/Description</b>
	Attachment 1	Cost Sheets ( <b>REQUIRED</b> - Attachment included in this IFB)
	Attachment 2	Bid/Bidder Certification Sheet ( <b>REQUIRED</b> - Attachment included in this IFB.)
	Attachment 3	Bidder References ( <b>REQUIRED</b> - Attachment included in this IFB.)
	Attachment 4	Bidder Declaration See Internet Web Site: <a href="#">Bidder Declaration</a> ( <b>REQUIRED</b> - Submit with Bid Package)
	Attachment 5	Payee Data Record (STD. 204) See Internet Web Site: <a href="#">Payee Data Record</a> ( <b>REQUIRED</b> - Submit with Bid Package)
	Attachment 6	Contractor Certification Clauses (CCC-04/2017) See Internet Web Site: <a href="#">Contractor Certification Clauses</a> ( <b>REQUIRED</b> - Submit with Bid Package)
	Attachment 7	Darfur Contracting Act Certification Form See Internet Web Site: <a href="#">Darfur Certification</a> ( <b>REQUIRED</b> - Submit with Bid Package)
	Attachment 8	IFB Checklist ( <b>REQUIRED</b> - Attachment included in this IFB.)
	Attachment 9	Generative Artificial Intelligence (GenAI) Disclosure & Factsheet See Internet Web Site: <a href="#">STD 1000 Generative Artificial Intelligence (GenAI) Disclosure &amp; Factsheet (ca.gov)</a> ( <b>REQUIRED</b> - Submit with Bid Package)
If the following are not applicable, place “N/A” next to each item not being submitted with the bid package		
	Attachment 10	Small Business Preference ( <b>OPTIONAL</b> - Submit if applicable.)
	Attachment 11	Target Area Contract Preference Act (TACPA) See Internet Website: <a href="#">TACPA</a> ( <b>OPTIONAL</b> - Submit if applicable.)
	Attachment 12	California Civil Rights Laws Certification ( <b>REQUIRED</b> – Submit if bid is over \$100,000.00)

**ATTACHMENT 9**

**GENERATIVE ARTIFICIAL INTELLIGENCE (GenAI) DISCLOSURE & FACTSHEET**

STATE OF CALIFORNIA  
**GENAI DISCLOSURE & FACTSHEET**  
 STD 1000 (NEW 01/2024)

DEPARTMENT OF GENERAL SERVICES  
 PROCUREMENT DIVISION

**Generative Artificial Intelligence (GenAI) Disclosure & Factsheet**

**Bidder/Offer Information**

Solicitation Number		Bidder ID/Vendor ID (optional)	
Business Name		Business Telephone Number	
Business Address	City	State	Zip Code

**GenAI Disclosure & Factsheet**

Will you be using or offering GenAI technology, model, or service (collectively, "system")?  Yes  No (If No, skip to Signature section of this form.)

If yes, provide details regarding the GenAI system. See *GenAI Disclosure & Factsheet Definitions* at the end of this form for more information.

Failure to disclose GenAI to the State and submit the detailed description may result in disqualification and may void any resulting contract.

1. GenAI Model Name, Version (including number of parameters)	
2. Model Owner	
3. Overview	
4. Purpose	
5. Intended Domain	
6. Model Training Data	
7. Model Information	

STATE OF CALIFORNIA  
**GENAI DISCLOSURE & FACTSHEET**  
STD 1000 (NEW 01/2024)

DEPARTMENT OF GENERAL SERVICES  
PROCUREMENT DIVISION

8. Input and Outputs	
9. Performance Metrics	
10. Optimal Conditions	
11. Poor Conditions	
12. Bias	
13. Test Data	

Explain below how you are ensuring the GenAI system is not adversely affecting "decisions that materially impact access to, or approval for, housing or accommodations, education, employment, credit, health care, and criminal justice." (AB 302, Department of Technology: High-Risk automated decision systems: inventory).

**Signature**

---

By signing this document, I certify that I have identified and disclosed, if any, all GenAI components in the proposed solution or service.

Signature

Date

## GenAI Disclosure & Factsheet Definitions

Please use the following definitions to complete the GenAI Disclosure and Factsheet:

**1. Model Name, Version & Number of Parameters:**

- Definition: The unique identifier or name assigned to the specific GenAI model or service.
- Purpose: Allows users to refer to and distinguish between different GenAI models.

**2. Model Owner**

- Definition: The name of the organization or entity responsible for creating or deploying the GenAI model or service.
- Importance: Helps identify the source and accountability for the GenAI system.

**3. Overview:**

- Definition: A concise summary of the GenAI model's purpose, functionality, and key characteristics.
- Role: Provides a high-level understanding for users and stakeholders.

**4. Purpose:**

- Definition: The intended use or goal of the GenAI model (e.g., image recognition, natural language processing, text summarization).
- Significance: Helps users assess whether the GenAI model aligns with their needs.

**5. Intended Domain:**

- Definition: The context, subject matter or domain for which the GenAI model is designed to operate effectively.
- Importance: Helps users determine if the GenAI model is suitable for their specific use case.

**6. Training Data:**

- Definition: Information used to train the GenAI model (e.g., labeled images, text corpora).
- Role: Influences the GenAI model's behavior and performance.

**7. Model Information:**

- Definition: Details about the architecture, parameters, and configuration of the GenAI model.
- Relevance: Provides insights into how the GenAI model functions.

**8. Inputs and Outputs:**

- Definition:
  - Inputs: The data or features provided to the model for prediction (e.g., images, text).
  - Outputs: The GenAI model's predictions or results (e.g., class labels, probabilities).
- Understanding: Crucial for integrating the GenAI model into applications.

**9. Performance Metrics:**

- Definition: Quantitative measures (e.g., accuracy, F1-score) used to evaluate the GenAI model's performance.
- Assessment: Determines how well the GenAI model meets its intended purpose.
- Continuous Monitoring Plan: Establishes a plan for continuous monitoring and evaluation of the GenAI model's performance.

**10. Optimal Conditions:**

- Definition: The ideal environment or context for the GenAI model to perform optimally.
- Contextual Guidance: Helps users achieve the best results.

**11. Poor Conditions:**

- Definition: Scenarios or conditions where the GenAI model's performance may degrade.
- Risk Awareness: Alerts users to potential limitations.

**12. Bias:**

- Definition: Any systematic error or unfairness in the GenAI model's predictions due to biased training data or design.
- Mitigation: Addressing bias is crucial for ethical and unbiased GenAI.

**13. Test Data:**

- Definition: Independent data used to evaluate the GenAI model's performance after training.
- Validation: Ensures the GenAI model generalizes well to unseen examples.

**ATTACHMENT 10**

**Small Business (SB) Preference Sheet**

**NOTICE TO ALL BIDDERS:**

**Small Business and Non-Small Business Subcontractor Preferences**

- a. Small businesses will be granted the five percent (5%) small business preference on a bid evaluation by an awarding department when a responsible non-small business has submitted the lowest-priced, responsive bid or a bid that has been ranked as the highest scored bid pursuant to a solicitation evaluation method described in Section 1896.8, and when the small business:
  - 1. Has included in its bid a notification to the awarding department that it is a small business or that it has submitted to the Department a complete application pursuant to Section 1896.14 no later than 5:00 p.m. on the bid due date, and is subsequently certified by the Department as a small business; and
  - 2. Has submitted a timely, responsive bid; and
  - 3. Is determined to be a responsible bidder.
  
- b. Non-small business bidders will be granted a five percent (5%) non-small business subcontractor preference on a bid evaluation by an awarding department when a responsible non-small business has submitted the lowest-priced responsive bid or a bid that has been ranked as the highest scored bid pursuant to a solicitation evaluation method described in Section 1896.8, and when the non-small business bidder:
  - 1. Has included in its bid a notification to the awarding department that it commits to subcontract at least twenty-five percent (25%) of its net bid price with one or more small business(es); and
  - 2. Has submitted a timely, responsive bid; and
  - 3. Is determined to be a responsible bidder; and
  - 4. Submits a list of the small business(es) it commits to subcontract with for a commercially useful function in the performance of the contract. The list of subcontractors shall include their name, address, phone number, a description of the work to be performed, and the dollar amount or percentage (as specified in the solicitation) per subcontractor.

Are you a California certified small business?  YES  NO

Are you a non-SB subcontracting at least 25% to a California certified SB?  YES  NO

Company Name:

Signature: \_\_\_\_\_ Date:

A copy of the SB certification letter from OSDS or any proof of certification from the State of California, including an e-mail or a Web site print out must be included.

If you have applied and not yet been formally certified, include the date of application.

Date applied (if not yet certified):



**ATTACHMENT 12**

**CALIFORNIA CIVIL RIGHTS CERTIFICATION**

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

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts over \$100,000 executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. EMPLOYER DISCRIMINATORY POLICIES: For contracts over \$100,000 executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

**CERTIFICATION**

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.  <i>Proposer/Bidder Firm Name (Printed)</i>	<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in the County and State of</i>

**EXHIBIT A**

**SCOPE OF WORK**

**I. PURPOSE:**

The Contractor shall provide debt collection services to the Department of Consumer Affairs (DCA), Board of Barbering and Cosmetology (BBC) for the term of this Agreement, where the timely collection

of delinquent fees, fines, and cost recovery shall be performed, including, when authorized by DCA to do so, filing legal actions to collect delinquent civil penalties when attachable assets have been identified as described herein.

**II. LOCATION AND SCHEDULE:**

- A. The collection services shall be performed at times and days as identified by the Contractor (on a case-by-case basis for each delinquent debtor). The Contractor shall notify the DCA Project Coordinator of these timeframes via email. The services shall be performed at various location throughout California.
- B. The Contractor shall provide toll-free communication and assistance to BBC personnel during regular business hours, Monday through Friday, 8:00 a.m. to 5:00 p.m. PST.

**III. PROJECT COORDINATORS:**

The project coordinators during the term of this Agreement will be:

Department of Consumer Affairs  
Board of Barbering and Cosmetology  
Name: Jennifer Huetter  
Phone: (279) 278-5089  
Email: Jennifer.Huetter@dca.ca.gov

«Vendor Name»  
Name: «Vendor\_Contact»  
Phone: «Vendor\_Contact\_Phone»

Direct all agreement inquiries to:

Department of Consumers Affairs  
Contracts Unit  
Attention: «Contract\_Analyst»  
Address: 1625 N. Market Blvd, S-103  
Sacramento, CA 95834  
Phone: «Contract\_Analyst\_Phone»

«Vendor Name»  
Name: «Vendor\_Contact»  
Address: «Vendor\_Address»  
«Vendor\_State» «Vendor\_Zip»  
Phone: «Vendor\_Contact\_Phone»

Either party may make changes to the contact names or information above by providing written notice to the other party. Said changes shall not require an amendment to this Agreement.

**IV. SUMMARY OF WORK TO BE PERFORMED:**

- A. Contractor shall collect the outstanding debts in a timely manner and, when authorized by DCA to do so, file legal actions to collect outstanding fines when attachable assets have been identified.
- B. Contractor shall provide services as outlined in this Agreement. Contractor shall be responsible to fulfill the requirements of the Agreement and shall incur expenses at its own risk and invest time and capital to fulfill the obligations as contained herein.

**V. CONTRACTOR RESPONSIBILITIES:**

- A. The Contractor shall provide debt collection services as described below:
  - 1. Perform skip-tracing abilities at the state level.
  - 2. Possess credit report accounts nationwide.

3. When authorized by DCA, file legal action on accounts.
  4. Possess a valid California business license.
  5. Maintain a principal office (headquarters) in California.
  6. Report to BBC via email of any legal or disciplinary actions taken against Contractor's firm or key personnel by any state agencies or other government entities; and
  7. Maintain current certificates of insurance covering professional liability and worker's compensation. Upon request from BBC, the Contractor shall provide certificates of coverage.
- B. Within fourteen (14) business days after the fully executed Agreement is distributed to the Contractor, the Contractor shall provide BBC a list identifying the names and classifications of all collection agents (including which agents are assigned to each account) who are providing services under this Agreement.
1. This list shall also indicate whether the collection agent is employed in a full-time or part-time capacity. A part-time agent is recognized as an employee who works less than forty (40) hours per week.
  2. The Contractor shall notify BBC via email of any changes to the assigned personnel within ten (10) business days of a change in assignment.
- C. Contractor shall ensure that its staff performing services in connection with this agreement are aware of, and that they perform services in accordance with, all applicable state and federal laws concerning the subject of this Agreement, which include but are not limited to: Fair Credit Billing Act; Federal Equal Credit Opportunity Act; Regulation B, as amended, of the Consumer Credit Protection Act; the federal Fair Debt Collection Practices Act; the California Rosenthal Fair Debt Collection Practices Act; etc. To the extent that any binding legal authority is in conflict with any provision of this Agreement, Contractor shall provide BBC with a description of such conflict in writing, and the binding legal authority shall take precedence.
- D. Contractor shall provide full-service collection to include, but not be limited to, written correspondence and telephonic means of collection.
- E. Contractor shall provide fully computerized office services, not merely an account card service, which shall include:
1. Reporting to credit bureaus electronically.
  2. Using an automated direct dialer system.
  3. Storage of all documents on a computer.
  4. Backing up data to a secure server; and
  5. Working directly from the computerized system.
- F. In collaboration with BBC, Contractor shall establish a secure, timely, and efficient transfer of account information. Any electronic exchange of information shall be via an approved method mutually agreed upon by the DCA and the Contractor.
- G. Contractor shall maintain a database accessible to BBC with real-time information and data regarding collection accounts.

1. The database shall be formatted in such a manner that the screens are printable, and the data is exportable.
  2. The Contractor shall notify BBC via email of any changes to IT accessibility and/or compatibility within ten (10) business days.
- H. Contractor shall not release personal information and shall safeguard the information from disclosure. The Contractor is liable and shall be held accountable by BBC for inappropriate use or disclosure of personal information. "Personal information" is defined at Civil Code section 1798.3.
- I. The Contractor shall implement the following debt collection processes when providing services under this Agreement:
1. Collection Process:
    - a. After the initial telephone contact or attempt, the account is transferred to a collector with an automatically generated credit report, based upon pre-determined account criteria. Reports may be hard copy and/or electronically transferred to the collector.
    - b. Credit reports shall be generated based on BBC's criteria and account balances preset and delivered to the collection agent upon receipt of the assigned account.
    - c. Collectors shall make contact attempts approximately every three (3) business days until contact is made. If no contact is made, skip-tracing begins. If no phone number is available (within BBC media/data), skip-tracing begins immediately after assignment to contact the debtor.
    - d. Credit reports are reviewed and utilized for additional employment contacts, recent creditor inquiries, repayment ability, and assets. Additionally, databases, including real property ownership, crisscross phone and address directories, corporate status, Fictitious Business Filings, Board of Equalization (BOE), DCA, Uniform Commercial Code (UCC) Filing, general and limited partnerships, and marriage/divorce records are queried for debtor's information.
    - e. When contact is made, the Contractor shall request that the debtor make a payment towards the full balance. If the debtor is unable to pay the amount owed, all demographics and financial history are updated to determine ability to pay.
    - f. When assets, account balance, and jurisdiction support legal action, the account is considered and reviewed for legal action by the Contractor's management staff who then forwards the request to BBC for written approval. Contractor shall not initiate legal action prior to receiving written approval from BBC.
  2. Skip-Tracing Process:
    - a. The Contractor shall perform skip-tracing, employment and income verification, and property search services. The Contractor's services shall include, but are not limited to the following:
      - i. The Contractor shall utilize standard tools, such as credit reports from all three (3) major credit bureaus (Equifax, Experian, and Trans-Union), crisscross books, reconciling information from cable companies, and other entities, as well as matching it to the Contractor's debtor account database.

- ii. The Contractor shall have and retain records which include information on debtors' property ownership, marriages, divorces, probates, name changes, and criminal indexes.
- iii. The Contractor shall update current database(s) quarterly. Updated information shall include the following.
  - A. Real estate by situs & alpha for specific states.
  - B. UCC filings
  - C. Fictitious business name filings
  - D. Crisscross phone and address directories for the continental United States
  - E. Corporate status
  - F. BOE
  - G. Department of Consumer Affairs' Licenses as listed below:
    - Accountants;
    - Acupuncture Practitioners;
    - Alarm Companies;
    - Animal Healthy;
    - Appliance Repair;
    - Architects;
    - Audiologists;
    - Barbering & Cosmetology ;
    - Behavioral Sciences;
    - Chiropractors;
    - Contractors;
    - Dental Auxiliaries;
    - Dental Examiners;
    - Dispensing Opticians;
    - Dry Cleaners;
    - Repossession Agencies;
    - Engineers/Surveyors;
    - Fire Arms Permits;
    - Funeral Directors;
    - Geologists/Geophysicists;
    - Guards;
    - Hearing Aid Dispensers;
    - Private Investigators;
    - Landscape Architects;
    - Locksmiths;
    - Medical provide Consultants;
    - Medical Quality Assurance;
    - Nursing Home Administration;
    - Optometry;
    - Pharmacy;
    - Physical Therapists;
    - Physician Assistants;
    - Podiatric Medicine;
    - Psychology Technician Examiner
    - Psychology;
    - Registered Nursing;
    - Shorthand Reporters;
    - Speech Pathologist;
    - Structural Pest Control Board;
    - Tax Preparers;
    - Veterinary Medicine;
    - Vocational Nurse;
    - Real Estate Agents & Brokers;
    - Real Estate Appraisers.

3. Cancellations:

- a. After extensive collection activities and all skip-tracing efforts have been exhausted, the account will be given a final management review by the Contractor. The Contractor's management staff will review all accounts, to verify that every effort has been made and the debtor has no assets to justify a lawsuit. The Contractor's management staff may return the account to the Contractor's collection staff after the instructive management review where the collector will continue to perform additional specific work, if necessary.
- b. The Contractor shall immediately cease efforts on recalled accounts upon request of BBC. The Contractor shall cancel and pull the account from the collection process and submit a "Client Cancellation Acknowledgement Report" electronically to BBC.
- c. The Contractor shall continue to skip-trace inactive accounts monthly to re-establish contact or locate assets. The Contractor shall possess computer systems adequate for the storage and retrieval of all accounts (both active and inactive).
- d. At the time of closure, the Contractor shall return all debt collection files to BBC, unless otherwise instructed by BBC, and remove the delinquent account from national credit reporting. Once a debtor's account has been cancelled, BBC may choose, after review, to re-activate and continue collection efforts.

4. Procedures and Timelines Used to Process Claims:

- a. Once BBC has made its referrals and supplied the necessary account information to the Contractor, excluding the debtor's social security number (SSN), the Contractor shall use its federally mandated first notice, which shall be sent to each debtor. Media/data format from BBC may be hard copy or electronic download. An initial telephone call and/or telephone contact shall be made for each delinquent account as a first attempt for a possible quick resolution. Between one (1) to five (5) calendar days after BBC has made its referral, each referred account shall have a minimum of one (1) notice and one (1) telephone call contact or attempted contact.

5. Outline of Account Treatment Process:

- a. Day 1:
  - i. BBC's account assignment information is electronically transferred to the Contractor. Accounts are then assigned to collectors based upon the following criteria:
    - A. Accounts with balances under five-hundred dollars and no cents (\$500.00) are assigned to small claims collectors, whereas accounts with balances of five-hundred dollars and no cents (\$500.00) or over shall be assigned to larger claim collectors.
    - B. Notice of Assignment is mailed.
    - C. First telephone contact is attempted.
    - D. Reports are made to nationwide Credit Reporting Agencies (which include, but are not limited to, Equifax, Experian, and Trans-Union).

- E. In the event the account is assigned and immediately determined to be a skip-trace account (defined as an account where mail has been returned and/or there is no valid telephone number), the skip-tracing process shall immediately begin. The skip-tracing shall be performed by the Contractor's skip-tracing department, where the department shall locate and research valid information pertaining to each account/claim. Once the skip-tracing department has successfully located the necessary information, the department shall forward the account to the assigned collection agent.
- b. Days 2 through 5:
- i. Searches are performed on all new assignments for possible matches based on the debtor's name, and other criteria to locate any other accounts against BBC. Positive matches are then packed together, to work on the accounts simultaneously.
  - ii. All "Can Be Reached" (CBR) telephone numbers are dialed to locate or establish contact for the delinquent account.
  - iii. In the event an account's CBR number is busy, all busy lines will be redialed within five (5) to fifteen (15) minutes.
- c. Days 6 through 13:
- i. All CBR numbers are dialed or retried, if prior payment arrangements were not established or if no contact has been made. A stronger second demand letter from the Contractor shall be sent (via regular U.S. mail) by the thirteenth (13th) day, to motivate payment from each debtor. All valid CBR numbers are redialed at least two (2) times per week for maximum effect.
- d. Days 14 through 30:
- i. At least one-third (1/3) of all accounts/claims assigned to the Contractor's collectors shall be randomly reviewed by their supervisors every seven (7) to eight (8) days to ensure quality, performance expectations, and account resolution in as short of a time frame as possible. In the event there is no contact within fourteen (14) calendar days, the skip-tracing process will begin.
  - ii. In addition, the Contractor shall review and utilize credit reports (based on predetermined value systems) for additional information, to assist the collector in making direct contact with the debtor. Additional information includes, but is not limited to, banking relationships, recent creditor inquiries, employers, spouses, and location of real and personal property and assets. Furthermore, the Contractor shall utilize databases to search for additional valuable personal and business information, which includes but is not limited to, crisscross phone and address directories, corporate status, fictitious business name filings, BOE, DCA, UCC filings, general and limited partnerships, California real estate property ownership, and marriage/divorce records.
- e. Days 31 or More:
- i. The Contractor shall redial all previously established valid telephone numbers for delinquent accounts on a weekly basis. Letters are mailed out to determine the feasibility of instituting legal action. In the event a debtor makes a commitment to make payment

on the delinquent account and the debtor does not fulfill his/her commitment, the Contractor shall conduct a follow-up call on the date in which payment by the debtor was required. The Contractor shall report all unpaid accounts to Credit Reporting Agencies (including, but not limited to, Equifax, Experian, and Trans-Union) ninety (90) days after the date of assignment.

- f. When assets, account balance, and jurisdiction support legal action, the account is considered and reviewed for legal action by the Contractor's management staff, who then forwards the request to BBC for written approval.

J. Required Reports:

Contractor shall provide reports that capture information as described below and combine all accounts into one (1) cumulative list. Reports shall not include debtors' SSN.

1. Monthly Activity Report: The Contractor shall provide monthly activity reports to BBC. The monthly activity report shall provide information including, but not limited to, an account's assignment date, balance, date last worked, geography, area code, time zone, and a variety of other additional information (as requested by BBC).
2. Performance Statistics: Upon BBC' request, the Contractor shall submit monthly Performance Statistics, which capture information on account summaries by age and statistical overview by status codes, etc.
3. Acknowledgement Report: Upon BBC' request, the Contractor shall confirm (in writing) all accounts/claims referred by BBC where an account number has been assigned. The Acknowledgement Report shall include the debtor's name, date assigned, Contractor's account number, total dollars, and number of accounts assigned for the six (6) month write-off period.
4. Inventory Listing: Upon BBC' request, the Contractor shall furnish an inventory listing to BBC. The Contractor shall submit the listing either monthly or quarterly (as required by BBC), which captures information including debtor's name, account number, assigned amount, payments to date, outstanding balance, and the Contractor's recovery statistics.
5. Cancellation Report: The Contractor shall submit monthly, to BBC, a Cancellation Report containing an itemization and summary of all accounts returned to BBC. The Cancellation Report shall include the account number, debtor's name, balance owing, and reason(s) for cancellation.
6. History Report: Upon BBC request, the Contractor shall provide History Reports to BBC, which are cumulative reports reflecting the amount of dollars collected during the current statement period against the month in which they were assigned.
7. Dispute-Resolution Report: The Contractor shall notify BBC, in the event a debtor disputes all or part of the outstanding fine or cost recovery. The disputed accounts will remain suspended until additional information is obtained relative to the dispute and instructions are given by BBC to proceed, cancel, etc.

K. Legal Action:



1. To file legal actions to collect outstanding fines and cost recovery, the Contractor shall utilize the following services within and/or associated with their organization:
  - a. The Contractor shall obtain prior written approval from BBC, on an account-by-account basis, for all lawsuits, where BBC shall have the final authority and confirm each final bill. BBC shall obtain permission from the California Office of the Attorney General (OAG) to use outside counsel for legal services, as is legally required, prior to authorizing Contractor to initiate any legal action on any account. Contractor acknowledges that legal services under this Agreement are contingent upon BBC first obtaining OAG authorization to utilize outside counsel, and BBC providing written authorization for the Contractor to proceed. This Agreement does not obligate BBC to use Contractor's services for legal actions; nothing in this Agreement precludes BBC from utilizing the services of state employees for legal actions.
  - b. To initiate legal action against an account, the Contractor shall confirm, verify, and secure one (1) or more of the following:
    - i. For Companies:
      - A. Bank accounts
      - B. Accounts receivables
      - C. Deposits on leases
      - D. Real estate
      - E. Rolling stock
      - F. Work in process
      - G. Certificates of deposits and/or prepaid deposits
    - ii. For Individuals:
      - A. Stable employment
      - B. Income
      - C. Bank balances
      - D. Homeownership
      - E. Self-employment with attachable assets and/or other verified and leviabale assets
    - iii. The Contractor shall provide BBC with access to their attorney when filing legal actions against delinquent accounts. The Contractor warrants and guarantees that their attorneys who will be providing services in connection to this Agreement shall have the following minimum qualifications:
      - A. Sufficient knowledge of debt collection laws in each state where he or she performs services under this Agreement.
      - B. Is capable of handling the Contractor's collection account volume efficiently.
      - C. Is skilled in computer programs to maintain and update correspondence between the Contractor and the attorney.
      - D. Is experienced in preparing, presenting, and being successful in debt collection trial appearances.
      - E. Stays abreast of current account information and actions three (3) times per week; and

F. Is licensed by the California State Bar with no disciplinary action by the Bar or other regulatory/law enforcement agency.

L. The Contractor shall:

1. Not charge BBC for services rendered, until the outstanding fine or cost recovery is collected, whether partially or completely. Contractor shall remit all funds collected to BBC and submit an invoice to BBC in arrears for Contractor's percentage, in accordance with Exhibit B, paragraph II.
2. Not settle any account without BBC' written authorization.
3. Bear all costs for court and legal fees.
4. Not forward accounts to another collection agency for collection without written permission from BBC.
5. Not compromise settlements on claims, which have been assigned to the Contractor, without written authorization from BBC.
6. Not make any false or misleading statements or use threatening language that violates the law.
7. Employ all lawful methods to collect the outstanding fines and cost recovery, accept payments received from debtors, and forward debtors' payments to BBC, as required.

M. The Contractor and its subcontractors shall procure and keep in full force and effect during the term of this Agreement all permits, registrations and licenses necessary to accomplish the work specified in this Agreement and shall give all notices necessary and incident to the lawful prosecution of the work. The Contractor shall provide proof of any such license(s), permit(s), and certificate(s) upon request by BBC.

N. The Contractor shall incur expenses in connection with this Agreement at its own risk. Contractor shall invest a sufficient amount of time and capital to fulfill the obligations as contained herein.

O. The Contractor and any subcontractors shall keep informed of, observe, comply with, and cause all of its agents and employees to observe and comply with all prevailing federal, state, and local laws, rules, and regulations which in any way affect the conduct of the work of this Agreement. If any conflict arises between provisions of this Agreement and any such law above referred to, then the Contractor shall immediately notify BBC in writing, and the legal authority shall prevail.

P. BBC may terminate the Agreement pursuant to section 7 of Exhibit C if the Contractor or its subcontractors fails to comply with a federal, state, or local law and the noncompliance, based on the facts and circumstances, would constitute a material breach of this Agreement under California law.

Q. At or prior to the termination or expiration of this contract, the Contractor shall provide to BBC all current data and/or debtor account activity reports, certifying to the accuracy and completeness of R. the material supplied. BBC shall retain the authority to designate the manner and method by which the data and material shall be transferred.

- R. The Contractor shall confer with BBC on a time for the transfer of the data, prior to the expiration of this Agreement, to enable any successor contractor to be fully operational on or before the expiration of the contract. Contractor shall cooperate timely and in good faith with the transition of these services to another contractor, if applicable.
- S. All records, reports, papers, tabulations, or other documents pertaining to BBC debt collection services in this Agreement and any contract pursuant to this Agreement are and shall remain the property of the State. This applies, but is not limited to, all account records and documents presented to the Contractor at the beginning of the contract term, and all those records and documents (complete or incomplete) obtained, maintained, and/or developed by the Contractor during the contract term.

## **VI. BBC RESPONSIBILITIES:**

### **A. BBC shall:**

- 1. Write authorizations for settlements on claims.
- 2. Provide written approval for legal action when assets, account balance and jurisdiction support legal action and the account is considered and reviewed for legal action by the Contractor, and authority to use outside legal counsel is given by the OAG.
- 3. Provide the Contractor with a list of outstanding fine and cost recovery accounts.
- 4. Provide referrals and supply the necessary account information to the Contractor.
- 5. Notify the Contractor if cease effort is needed on accounts that are recalled.
- 6. Notify Contractor to reactivate and continue collection efforts.
- 7. Request inventory listing, cancellation reports, history reports and dispute-resolution reports.

### **B. Rights of BBC to Perform Quality Assurance and Financial Audits/Reviews:**

- 1. BBC may routinely evaluate the work performance of the Contractor, Contractor's personnel, subcontractors, or other parties associated with the Contractor to determine if BBC' standards and departmental policies and procedures are being maintained. If it is found that any party fails to perform or is physically or mentally incapable of providing services as required by the Agreement, then that party shall not perform services for BBC.
- 2. BBC may monitor and evaluate services provided in fulfillment of the requirements of this Agreement, as detailed in Exhibit A. Such monitoring and evaluation may occur on a regular cycle or as deemed necessary by the Contracts Manager. BBC retains sole and absolute discretion in determining any such evaluation schedule.

Inspections may be conducted by BBC staff at any time during the Agreement term to check on the quality of work. Payment shall not be provided for services deemed unacceptable by the Contract Manager and/or their designee.

- 3. BBC may audit and examine Contractor's records and accounts which pertain, directly or indirectly, to services performed under this Agreement. BBC may hire third parties to perform the audit and examination, including but not limited to, accountants, consultants, or service

providers in the applicable field. Contractor shall cooperate fully with the audits and examinations.

4. If, because of an audit and examination, BBC is informed of underpayments or overpayments, BBC shall notify Contractor of the need for payment or reimbursement. Upon receipt of a final audit report, Contractor has thirty (30) days to reimburse any overpayment.

or to dispute or challenge the report. Contractor and BBC shall confer and negotiate in good faith with respect to any disputed portion of the final audit report to reach agreement with respect to adjustments, payments, and reimbursements.

5. BBC shall submit its findings to Contractor and establish a deadline for correcting any deficiencies in fulfilling the obligations set forth in this section. Failure by the Contractor to timely correct deficiencies shall be reason for termination of services under this Agreement.

## **VII. AMENDMENTS:**

Should additional funding or time be warranted, an amendment to the terms and conditions of the original agreement may be completed. To be binding, amendment(s) must be in writing and signed by both parties. Certain types of contract amendments will require approval from the Department of General Services, Office of Legal Services, to be effective.

## EXHIBIT B

### **BUDGET DETAIL AND PAYMENT PROVISIONS**

#### **I. INVOICING AND PAYMENT:**

- A. Contractor shall submit all invoices not more frequently than monthly in arrears.
- B. For services satisfactorily rendered and upon receipt and approval of invoices submitted as described herein, the State agrees to compensate the Contractor based upon all funds collected in accordance with the rates in Exhibit B.1.
- C. DCA is not responsible for services performed by Contractor outside of this Agreement, nor for services performed other than as outlined in Exhibit A, Scope of Work.
- D. DCA makes no guarantee, either written or implied, as to the actual amount of funds that will be collected under this Agreement.
- E. DCA does not expressly or by implication agree that the actual amount of work will correspond with any estimation provided in this Agreement and reserves the right to omit portions of the estimated amount of work as may be deemed necessary or advisable by DCA. The estimates listed herein are a good faith estimate, but may in no event be construed as a guarantee of business, and are subject to change depending on need. The collection amounts indicated herein will be used solely for the purposes of encumbering funds. DCA makes no guarantee, expressed or implied, for the actual amount of work to be performed. However, the rates contained in Exhibit B shall be binding for the term of this Agreement.

#### **II. INSTRUCTIONS TO CONTRACTOR:**

- A. It is required that all funds collected on behalf of BBC – including Contractor’s percentage – be directed to specific trust accounts immediately upon collection, and that they be forwarded to BBC directly monthly by check. Contractor shall not retain its percentage of collected fees and remit the balance to BBC; Contractor will receive its percentage after BBC receives the collected funds and after the Contractor has provided a correct and comprehensive accounting and an invoice (no more frequently than monthly, in arrears) for their services. Revenues collected by Contractor will be submitted to BBC monthly at the following address:

Department of Consumer Affairs  
Board of Barbering and Cosmetology  
Attn: Inspections Unit  
P.O. Box 944226  
Sacramento, CA 94244

- B. Contractor shall type each invoice on company letterhead (handwritten invoices are not acceptable). DCA may provide an invoice template, if requested, which may be used in lieu of company letterhead.

- C. Contractor shall clearly note Contractor's name and address on each invoice. The name on the invoice must match the Payee Data Record (Std. 204) and the name listed on this Agreement.
- D. Contractor shall list and itemize all services or deliverables provided on each invoice.
- E. Contractor shall include the following on each submitted invoice:
  - 1. Date(s) during which the services or deliverables were provided and the date in which the invoice was generated.
  - 2. Agreement number, which can be found on the Standard Agreement Form (Std. 213): Small Business certification number, if applicable.
  - 3. Professional license number, if applicable.
  - 4. Invoice total
  - 5. Written proof of DCA's approval as required by this Agreement for those services requiring pre-approval (i.e. litigation).
  - 6. Contractor must submit all invoices within a reasonable time, but no later than twelve (12) months from the date that services were provided. If the Contractor fails to provide invoices within twelve (12) months of the date services are rendered, DCA may elect to reject the invoices for payment as untimely and Contractor will be deemed to have waived any right to payment of the late invoices.

**III. BUDGET CONTINGENCY CLAUSE:**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall no longer be in full force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any Fiscal Year (FY) is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State or offer an Agreement amendment to Contractor to reflect the reduced amount.

**IV. PROMPT PAYMENT CLAUSE:**

Payment from BBC to Contractor will be made in accordance with, and within the time specified in, Government Code section 927, et seq.

**V. BUDGET DETAIL:**

**EXHIBIT B.1**

**COST SHEET**

Please note that the winning Bidder's Cost Sheet may be included here in the final contract.

**EXHIBIT C**

**GENERAL TERMS AND CONDITIONS**

PLEASE NOTE: This page **shall not** be included with the final agreement. The General Terms and Conditions (GTC 04/2017) shall be included in the agreement by reference to Internet website:

<https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language?search=GENERAL%20TERMS%20CONDITIONS>



## EXHIBIT D

### **SPECIAL TERMS AND CONDITIONS**

#### **I. LIABILITY FOR NONCONFORMING WORK:**

The Contractor will be fully responsible for ensuring that the completed work conforms to the agreed upon terms. If nonconformity is discovered prior to the Contractor's deadline, the Contractor will be given a reasonable opportunity to cure the nonconformity. If the nonconformity is discovered after the deadline for the completion of project, the State, in its sole discretion, may use any reasonable means to cure the nonconformity. The Contractor shall be responsible for reimbursing the State for any additional expenses incurred to cure and cover such defects.

#### **II. SETTLEMENT OF DISPUTES:**

In the event of a dispute, Contractor shall file a "Notice of Dispute" with Department of Consumer Affairs, Director or his/her designee within ten (10) days of discovery of the problem. Within ten (10) days, the Director or his/her designee shall meet with the Contractor and Project Manager for purposes of resolving the dispute. The decision of the Director or his/her designee shall be final. In the event of a dispute, the language contained within this agreement shall prevail over any other language including that of the bid proposal.

#### **III. 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.

#### **IV. IMPRACTICABILITY OF PERFORMANCE:**

This Contract may be suspended or cancelled, without notice at the option of the Contractor, if the Contractor's or State's premises or equipment is destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority.

#### **V. LICENSES AND PERMITS:**

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

In the event the Contractor fails to keep in effect at all times all required license(s)

and permit (s), the State may, in addition to other remedies it may have, terminate this Contract upon occurrence of such event.

**VI. HEALTH AND SAFETY:**

Contractors are required to, at their own expense, comply with all applicable health and safety laws and regulations. Upon notice, contractors are also required to comply with the state agency's specific health and safety requirements and policies. Contractors agree to include in any subcontract related to performance of this Agreement, a requirement that the subcontractor comply with all applicable health and safety laws and regulations, and upon notice, the state agency's specific health and safety requirements and policies.

**VII. LEGAL SERVICES**

Should the Contractor be required to perform legal services under this Agreement, the Contractor shall:

- i. Agree to adhere to legal cost and billing guidelines designated by the agency.
- ii. Adhere to litigation plans designated by the agency.
- iii. Adhere to case phasing of activities designated by the agency.
- iv. Submit and adhere to legal budgets as designated by the agency.
- v. Maintain legal malpractice insurance in an amount not less than the amount designated by the agency.
- vi. Submit to legal, bill audits and law firm audits if so requested by the agency. The audits may be conducted by employees or designees of the agency or by any legal cost-control provider retained by the agency for that purpose.

(Pub. Contract Code, § 10353.5.)

In the event that legal services performed under this Agreement exceed \$50,000, Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State. Failure to make a good faith effort may be cause for non-renewal of a State contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services. (Bus. & Prof. Code, § 6072.)"

## EXHIBIT E

### **ADDITIONAL TERMS AND CONDITIONS**

#### **I. RIGHT TO TERMINATE:**

The State reserves the right to terminate this Agreement subject to 30 days written notice to the Contractor. The Contractor may submit a written request to terminate this Agreement only if the State should substantially fail to perform its responsibilities as provided herein.

However, this Agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of this Agreement. In this instance, the agreement termination shall be effective as of the date indicated on the State's notification to the Contractor.

#### **II. LIABILITY FOR LOSS AND DAMAGES:**

Any damages by the Contractor to the State's facility including equipment, furniture, materials or other State property will be repaired or replaced by the Contractor to the satisfaction of the State at no cost to the State. The State may, at its option, repair any such damage and deduct the cost thereof from any sum due Contractor under this Agreement.

#### **III. CONFIDENTIALITY OF DATA:**

No reports, information, inventions, improvements, discoveries, or data obtained, repaired, assembled, or developed by the Contractor pursuant to this Agreement shall be released, published, or made available to any person (except to the State) without prior written approval from the State.

The contractor by acceptance of this Agreement is subject to all of the requirements of California Civil Code Sections 1798, et seq., regarding the collections, maintenance, and disclosure of personal and confidential information about individuals.

#### **IV. POTENTIAL SUBCONTRACTORS:**

Nothing contained in this Agreement or otherwise shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of its 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 obligation independent from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

#### **V. GOODS AND SERVICES:**

The State reserves the rights to inspect, reject, and/or accept all goods and services provided within this agreement.

**VI. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS:**

On March 4, 2022, Governor Gavin Newsom issued 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 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 Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.