CALIFORNIA DEPARTMENT OF CONSUMER AFFAIRS

Department of Consumer Affairs
Business Services Office - Contracts
1625 N. Market Blvd., Suite S-103
Sacramento, CA 95834

INVITATION FOR BID
IFB CSLB-25-01
DEBT COLLECTION SERVICES
Notice to Prospective Bidders

March 4, 2026

To all Prospective Bidders:

You are invited to review and respond to this Invitation for Bid (IFB) CSLB-25-01, entitled Debt Collection 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 and4Conditions (GTC-02/2025) 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 Contractors State License Board (CSLB), 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:

Tacia Bates
Department of Consumer Affairs
Business Services Office, Contracts Unit
1625 North Market Boulevard, Suite S-103
Sacramento, CA 95834
Tacia.bates@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.

Tacia Bates
Contract Administrator
Department of Consumer Affairs

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I. PURPOSE AND DESCRIPTION OF SERVICES:

The Contractor agrees to provide the Department of Consumer Affairs (DCA), Contractors State License Board (CSLB), services where the collection of delinquent fees, fines, and cost recovery shall be performed. The Contractor shall collect the delinquent fees, fines, and cost recovery in a timely manner, filing legal actions to collect delinquent civil penalties when attachable assets have been identified as described in Exhibit A, Scope of Work.

II. TERM OF THE AGREEMENT:

The DCA/CSLB anticipates that the effective term of this agreement will be May 1, 2026 (or upon approval, whichever occurs later) through April 30, 2029.

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: Tacia Bates
1625 North Market Blvd., Suite S-103
Sacramento, CA 95834
Tacia.bates@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.

V. TIME SCHEDULE:

Listed below are important dates and times by which specific actions must be taken or completed. If DCA/CSLB 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/CSLB as conditions require without addendum to this IFB.

Event	Date/Time
IFB available to Bidders	**March 4, 2026**
Final Date for submission of Written Questions	**March 11, 2026**
Response to Written Questions	**March 13, 2026**
Final Date for Bid Submission	**Tuesday, March 24, 2026@ 3:00 PM**
Public Bid/Cost Opening	**Wednesday, March 25, 2026 @ 10:00 AM**
Anticipated Agreement Start Date	**May 1, 2026 (or upon approval)**

VI. WRITTEN QUESTIONS OR INQUIRIES:

Questions and issues regarding this IFB must be submitted electronically via e-mail to Tacia Bates at tacia.bates@dca.ca.gov by the date indicated in Article V – Time Schedule. Questions received after this date will only be addressed at DCA's discretion.

If substantive changes to this IFB are deemed appropriate by the DCA 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/CSLB staff are not binding on either the DCA/CSLB 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 Tacia Bates at tacia.bates@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 **"BID for Debt Collection Services - IFB CSLB-25-01, Attention: Tacia Bates, Contracts Unit - DO NOT OPEN"** and delivered to the address stated below.

Department of Consumer Affairs
Business Services Office – Contracts Unit
Attn: Tacia Bates
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.

Any bid mailed in, or hand delivered must be received and time stamped on or before the date and time specified in the Time Schedule identified in Article V, to 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 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 8). Bids not including the proper "Required Attachments" or those 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 be signed electronically or via original, blue, wet-ink 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. The 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. The 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.

    Bidder / Offeror must notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term "materially impacts" shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.

    Failure to report GenAI to the State may result in disqualification. The State reserves the right to seek any and all relief to which it may be entitled to as a result of such nondisclosure.

    Upon notification by a Bidder / Offeror of GenAI as required, 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.

    Government Code 11549.64 defines "Generative Artificial Intelligence (GenAI)" as an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data."

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 into 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, the DCA/CSLB 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 8 – 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. 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:

   The contract shall be awarded based on the responsive/responsible bidder submitting the lowest bid that 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

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

Department of Consumer Affairs
Business Services Office – Contracts Unit
Attn: Tacia Bates
1625 N. Market Blvd., Suite S-103
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 7920.0000 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 (SCM), 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-02/2025), 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 SHEET** – must be completed and submitted with an original or electronic signature by the individual legally authorized to bind the bidder. The cost sheet must contain the proposed bid cost for the 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 FORM (GSPD-05-105)** – must be completed and submitted with an original or electronic signature.

5. **ATTACHMENT 5 – PAYEE DATA RECORD** – must be completed with an original or electronic signature.

6. **ATTACHMENT 6 – CONTRACTOR CERTIFICATION CLAUSES** – must be signed and dated with an original or electronic signature.

7. **ATTACHMENT 7 - DARFUR CONTRACTING ACT CERTIFICATION FORM** – must be fully completed, signed, and dated with an original or electronic 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.

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 7).

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 7).

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 Apply For 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.

Bidder	A	B	C
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	**2**	**3**	**1**

*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.documents.dgs.ca.gov/DGS/FMC/PDF/std830.pdf 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.

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

ATTACHEMENT 1

BIDDER'S COST SHEET

IFB CSLB-25-01
CONTRACT YEARS 1- 3 (5/1/2026 – 4/30/2029)

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 CSLB Outstanding Debt	Total
1. Debt Collection Services		$3,000,000.00	$_____
2. Litigation Services (if applicable)		$300,000.00	$_____
Additional Comments	The above amounts are not a guarantee. The amounts to be collected and the amounts for litigation services may be more or less than what is listed above.		
TOTAL CONTRACT AMOUNT (A+B)			**$_____**

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 purpose 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

The DCA/CSLB reserves the right to make mathematical corrections to Cost Sheet and/or contact the bidder for clarification purposes.

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

Signature	Date Signed
Printed Name	Title
Legal Business Name	Federal I.D. Number

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:

Tacia Bates
Tacia.bates@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 meet Section IV, Minimum Qualification for Bidders.
D. Must be able to provide three (3) references with at least one (1) being a state government or city/county entity.
E. 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. ☐ Sole Proprietorship	5. ☐ Partnership	6. ☐ 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 ☐ No ☐ If yes, enter certification number: _____	b. Disabled Veteran Business Enterprise Yes ☐ No ☐ If yes, enter your service code below: _____	
NOTE: A copy of your Certification is required to be included if either of the above items is checked **"Yes**." Date application was submitted to 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
1, 2, 2a, 3	Must be completed. These items are self-explanatory.
4	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
5	Check if your firm is a partnership. A partnership is a voluntary agreement between two 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.
6	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
7	Enter your federal employee tax identification number.
8	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
9	Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured.
10, 11,12, 13	Must be completed. These items are self-explanatory.
14	If certified as a California Small Business, place a check in the "Yes" box, and enter your certification number on the line. If certified as a Disabled 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.

REFERENCE 1			
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			

REFERENCE 2			
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			

REFERENCE 3			
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 – BIDDER DECLARATION

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

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) 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

Print Form | Reset Form

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)

CITY, STATE, ZIP CODE	E-MAIL ADDRESS

Section 2 – Entity Type

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

- ☐ **SOLE PROPRIETOR / INDIVIDUAL**
- ☐ **SINGLE MEMBER LLC** *Disregarded Entity owned by an individual*
- ☐ **PARTNERSHIP**
- ☐ **ESTATE OR TRUST**

CORPORATION (see instructions on page 2)

- ☐ **MEDICAL** *(e.g., dentistry, chiropractic, etc.)*
- ☐ **LEGAL** *(e.g., attorney services)*
- ☐ **EXEMPT** *(e.g., nonprofit)*
- ☐ **ALL OTHERS**

Section 3 – Tax Identification Number

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

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

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

___ ___ ___ - ___ ___ - ___ ___ ___ ___

OR

Federal Employer Identification Number (FEIN)

___ ___ - ___ ___ ___ ___ ___ ___ ___

Section 4 – Payee Residency Status (See instructions)

☐ **CALIFORNIA RESIDENT** – Qualified to do business in California or maintains a permanent place of business in California.

☐ **CALIFORNIA NONRESIDENT** – Payments to nonresidents for services may be subject to state income tax withholding.

- ☐ No services performed in California
- ☐ Copy of Franchise Tax Board waiver of state withholding is attached.

Section 5 – Certification

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

NAME OF AUTHORIZED PAYEE REPRESENTATIVE	TITLE	E-MAIL ADDRESS
SIGNATURE	DATE	TELEPHONE *(include area code)*

Section 6 – Paying State Agency

Please return completed form to:

STATE AGENCY/DEPARTMENT OFFICE		UNIT/SECTION	
MAILING ADDRESS		FAX	TELEPHONE *(include area code)*
CITY	STATE	ZIP CODE	E-MAIL ADDRESS

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 (Form1099).
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.
  - 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
For hearing impaired with TDD, call: 1-800-822-6268 Website: 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 Clause (04/2017)

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I amduly 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.

Contractor/Bidder Firm Name (Printed)	**Federal ID Number**
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 topublic 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 isprohibited 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 assistanceprograms; 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 acondition 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 maybe 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 theimmediately 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 ofthe 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 lessor of 30 multiplied by the number of full time attorneys in the firm's offices inthe 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 theaward of future contracts with the State for legal services.

EXPATRIATE CORPORATIONS:

Contractor hereby declares that it is not an expatriate corporation or subsidiary ofan 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 tothe 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 ofchild 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 tothe 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 incompliance with Public Contract Code section 10295.3.

GENDER IDENTITY:

For contracts of $100,000 or more, Contractor certifies that Contractor is incompliance 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 ofCalifornia.

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 servicesor 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 orenterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored orfunded 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 acontract 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 anycapacity 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 acontract 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 periodprior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action byContractor 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 beinsured 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 willprocess 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 qualifiedto 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 inany 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 in order to be qualified to do businessin 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 copyof 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 inviolation 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 agencyor 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 ofthe 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):

Company/Vendor Name (Printed)	*Federal ID Number*
Printed Name and Title of Person Initialing (for Options 1 or 2)	

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

OR

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

OR

3. _____ Initials — We currently have, or we have had within the previous three years, 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.

By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County and State of*

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.

X	Attachment	Attachment Name/Description
	Attachment 1	Bidder's Cost Sheet (**REQUIRED** - Attachment included in this IFB)
	Attachment 2	Bid/Bidder Certification Sheet (**REQUIRED** - Attachment included in this IFB.)
	Attachment 3	Bidder References (**REQUIRED** - Attachment included in this IFB.)
	Attachment 4	Bidder Declaration See Internet Web Site: Bidders Declaration (**REQUIRED** - Submit with Bid Package)
	Attachment 5	Payee Data Record (STD. 204) See Internet Web Site: Payee Data Record (**REQUIRED** - Submit with Bid Package)
	Attachment 6	Contractor Certification Clauses (CCC 04/2017) See Internet Web Site: Contractor Certification Clause (**REQUIRED** - Submit with Bid Package)
	Attachment 7	Darfur Contracting Act Certification Form See Internet Web Site: Darfur Contracting Act Certification (**REQUIRED** - Submit with Bid Package)
	Attachment 8	IFB Checklist (**REQUIRED** - Attachment included in this IFB.)
If the following are not applicable, place "N/A" next to each item not being submitted with the bid package		
	Attachment 9	Small Business Preference (**OPTIONAL** - Submit if applicable.)
	Attachment 10	California Civil Rights Laws Certification (**REQUIRED** – Submit if bid is over $100,000.00)
	Attachment 11	Target Area Contract Preference Act (TACPA) See Internet Website: TACPA (**OPTIONAL** - Submit if applicable.)

ATTACHMENT 9

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 Section1896.8, 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 10

CALIFORNIA CIVIL RIGHTS CERTIFICATION

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract over $100,000.00 on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. CALIFORNIA CIVIL RIGHTS LAWS:

   For contracts over $100,000.00 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 theGovernment Code); and

2. EMPLOYER DISCRIMINATORY POLICIES:

   For contracts over $100,000.00 executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nationor 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

<table>
<tr><td colspan="2">I, the official named below, certify under penalty of perjury under the lawsof the State of California that the foregoing is true and correct.

Proposer/Bidder Firm Name (Printed)</td><td>Federal ID Number</td></tr>
<tr><td colspan="3">By (Authorized Signature)</td></tr>
<tr><td colspan="3">Printed Name and Title of Person Signing</td></tr>
<tr><td>Date Executed</td><td colspan="2">Executed in the County and State of</td></tr>
</table>

ATTACHMENT 11

TARGET AREA CONTRACT PREFERENCE ACT (TACPA)

Print Clear

STD. 830 (REV. 05/2022) (FRONT)

TARGET AREA CONTRACT PREFERENCE ACT
PREFERENCE REQUEST FOR GOODS AND SERVICES SOLICITATIONS

STATE OF CALIFORNIA – DEPARTMENT OF GENERAL SERVICES
DISPUTE RESOLUTION UNIT AND PREFERENCE PROGRAMS

Complete this form to request TACPA preferences for this bid.

SOLICITATION NUMBER	AGENCY/DEPT

Target Area Contract Preference Act (TACPA) preferences are available only if the lowest responsible bid and resulting contract exceeds $100,000. Your firm must be California based. You must certify, under penalty of perjury, to perform either **50%** of the labor hours required to complete a contract for GOODS, or **90%** of the labor hours required to complete a contract for SERVICES in the Target Area Contract Preference Act zone(s) you identify in Section I. The TACPA provides bid selection preferences of 5% for eligible worksites (Section I), and 1% to 4% for hiring eligible workforce employees (Section II). To identify Census Tract and Block Group numbers contact the city or county Planning and Development Commission for the intended worksite or visit the U.S. Census Bureau website (www.census.gov).

Section I. 5% WORKSITE(S) PREFERENCE ELIGIBILITY AND LABOR HOURS

To the Bidder: Preference may be denied for failure to provide the following required information:

(1) Identify each firm in the supply chain, including yours, that will perform any of the contract labor hours required to complete this contract. Identify your role in the distribution process. Transportation hours performed by each carrier must be reported separately.
(2) List complete addresses for each firm named below.
(3) Report projected number of labor hours required to perform the contract for each firm.
(4) Enter the CENSUS TRACT number.
(5) Enter the BLOCK GROUP number.
(6) Identify the California designated TACPA worksite(s) by entering the proper **Criteria** letter A, B, C, D, E, F (see reverse for instructions) in the Criteria column.

(1) FIRM NAME and CONTRACT FUNCTION: (Manufacturing, transportation, shipping, warehousing, admin., etc.) Use additional pages, as needed, to fully report worksite information.	(2) WORKSITE ADDRESS Street Address, City, County, State, Zip Code, Phone Number	(3) PROJECTED LABOR HOURS	COMPLETE FOR ALL SITES LOCATED WITHIN A TACPA PREFERENCE AREA(S)		
			(4) TRACT NUMBER	(5) BLOCK NUMBER	(6) CRITERIA (A – F)
	TOTAL PROJECTED LABOR HOURS:	0.00			

Section II. 1% TO 4% WORKFORCE PREFERENCE

Bidders must qualify their firm's work site eligibility to request an additional 1% to 4% workforce preference in Section II.

☐ I request a 1% preference for hiring eligible persons to perform 5 to 9% of the total contract labor hours.
☐ I request a 2% preference for hiring eligible persons to perform 10 to 14% of the total contract labor hours.
☐ I request a 3% preference for hiring eligible persons to perform 15 to 19% of the total contract labor hours.
☐ I request a 4% preference for hiring eligible persons to perform 20% or more of the total contract labor hours.

Section III. CERTIFICATION FOR WORKSITE AND WORKFORCE PREFERENCES

To receive TACPA preferences, the following certification must be completed and signed by the Bidder.

I hereby certify under penalty of perjury that the bidder (1) is a California based company as defined in the TACPA regulations; (2) shall ensure that at least 50% of the labor hours required to complete a contract for Goods, or 90% of the labor hours to complete a Services contract shall be performed at the designated TACPA worksite(s) claimed in Section I; (3) shall hire persons who are TACPA eligible employees to perform the specified percent of total contract labor hours as claimed in Section II; (4) has provided accurate information on this request. I understand that any person furnishing false certification, willfully providing false information or omitting information, or failing to comply with the TACPA requirements is subject to sanctions as set forth in the statutes.

BIDDER'S NAME & TITLE	BIDDER'S SIGNATURE	PHONE NUMBER	EMAIL ADDRESS
		FAX NUMBER	DATE

STD. 830 (REV. 05/2022) (REVERSE)

STATE OF CALIFORNIA – DEPARTMENT OF GENERAL SERVICES
DISPUTE RESOLUTION UNIT AND PREFERENCE PROGRAMS

TARGET AREA CONTRACT PREFERENCE ACT
PREFERENCE REQUEST FOR GOODS AND SERVICES SOLICITATIONS

Target Area Contract Preference Act References and Instructions

The Target Area Contract preference Act (TACPA), GC §4530 et seq., and 2 CCR §1896.30 et seq., promotes employment and economic development at designated distressed areas by offering 5% worksite and/or 1% to 4% workforce bidding preferences in specified state contracts. The TACPA preferences do not apply to contracts where the worksite is fixed by the contract terms. These preferences only apply to bidders who are California based firms, and only when the lowest responsible bid and resulting contract exceed $100,000. Bidders must certify, under penalty of perjury to perform either 50% (for GOODS contracts) or 90% (for SERVICES contracts) of the labor hours required to complete this contract in the eligible TACPA area worksite(s) identified in Section I on the reverse side of this page. TACPA preferences for a single worksite preference cannot exceed $50,000.00. Additionally, TACPA preferences for a single workforce preference cannot exceed $50,000.00. In combination with any other preferences, the maximum limit is 15% of the lowest responsible bid; and, in no case shall not exceed $100,000 in total.

Section I
Worksite Preference Eligibility and Labor Hours

Bidders must identify at least one eligible TACPA worksite by entering the criteria letter A, B, C, D, E or F in the "Criteria" column and enter the "Census Tract" and "Block Group" Numbers to be eligible for the preference. You must name each and every firm or site where contract labor hours will be worked. Preference requests may be denied if an eligible California TACPA worksite is not identified, or all firms performing contract labor hours are not identified. Enter one of the following "Criteria" letters to identify each TACPA worksite on the reverse page:

A. The firm is located in a California eligible distressed area(s).

B. The firm will establish a worksite(s) in a California eligible distressed area(s).

C. The firm is in a census tract with a contiguous boundary adjacent to a California eligible distressed area.

D. The firm will establish a worksite(s) located directly adjoining a valid TACPA census tract/block group that when attached to the California eligible distressed area(s) forms a contiguous boundary.

E. The bidder will purchase the contract goods from a manufacturer(s) in a California eligible distressed area(s). **This option applies to solicitations for GOODS only.**

F. The bidder will purchase contract goods from a manufacturer(s) in directly adjoining census tract blocks that when attached to the California eligible distressed area(s) forms a contiguous boundary. **This option applies to solicitations for GOODS only.**

Enter labor hours for each listed firm and site. The hours shall be reasonable and shall only include the labor hours necessary and required to complete the contract activities. Artificially increasing hours at a claimed TACPA worksite, or understating labor hours worked outside the eligible worksite may result in a denied preference request. Do not include machine time and non-labor time when projecting contract labor hours. Report all bidder work hours and those of any subcontractor performing this contract. All transportation hours must be reported for each carrier separately and must not be combined or included with hours for manufacturing, processing, or administration, or at any eligible TACPA site. Failure to list all the labor hours to be performed at the reportable sites will result in a denial of this preference request.

The bidder must explain, by activity, their firm's projected contract labor hours by completing and signing the *Bidder's Summary - TACPA* form (DGS/PD 526) (included with this solicitation).

If supplying goods, the bidder must also provide a completed and signed *Manufacturer's Summary - TACPA* form (DGS/PD 525) (included with this solicitation) that specifies the number of projected labor hours necessary to make the product(s).

Section II
Workforce Preference

Eligibility to request a workforce preference is based on the bidder first claiming and receiving approval of the 5% TACPA worksite preference. The workforce preferences are only awarded if the bidder hires and employs the TACPA qualified individuals. Workforce preferences will not be approved for another firm's employees. By claiming a workforce preference percentage, the bidder must have its eligible employees perform the specified percentage of the total contract workforce labor hours. See Section I, "Total Projected Labor Hours," STD. 830. To claim the workforce preferences select or check the appropriate box for percent of requested bid preferences in Section II.

Section III
Certification for Worksite and Workforce Preferences

Bidder must sign, under penalty of perjury, the certification contained in Section III to be eligible for any of the preferences requested pursuant to this form. The penalties associated with the TACPA statute are: GC §4535.1, A business that requests and is given the preference provided for in Section 4533, 4533.1, 4534, or 4534.1 by reason of having furnished a false certification, and which by reason of that certification has been awarded a contract to which it would not otherwise have been entitled, shall be subject to all of the following:

(a) Pay to the State any difference between the contract amount and what the State's cost would have been if the contract had been properly awarded.
(b) In addition to the amount specified in subdivision (a), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract involved.
(c) Be ineligible to directly or indirectly transact any business with the State for a period of not less than six months and not more than 36 months.

Prior to the imposition of any sanction under this chapter, the contractor or vendor shall be entitled to a public hearing and to five days notice of the time and place thereof. The notice shall state the reasons for the hearing.

If you receive an award based on these preferences you will be required to report monthly on your contract performance, labor hours, and TACPA compliance.

For questions concerning preferences and calculations, or if a bid solicitation does not include preference request forms, please call the awarding Department's contract administrator. Only another California certified small business can use TACPA preferences to displace a California certified small business bidder.

To identify TACPA distressed worksites contact the local city or county Planning/Economic Development offices of the proposed worksite, or go to http://tacpa.dgs.ca.gov/. Verify the Census Tract and Block numbers for TACPA sites by contacting the DGS, Procurement Division Dispute Resolution Unit at TACPA@dgs.ca.gov.

EXHIBIT A

SCOPE OF WORK

I. PURPOSE

TBD (Contractor) agrees to provide to the Department of Consumer Affairs (DCA), Contractors State License Board (CSLB), services where the collection of delinquent fees, fines, and cost recovery shall be performed. The Contractor shall collect the delinquent fees, fines, and cost recovery in a timely manner, filing legal actions to collect delinquent civil penalties when attachable assets have been identified as described herein.

II. LOCATION AND SCHEDULE

The services shall be performed at times and days, as identified by the Contractor (on a case-by-case basis for each delinquent debtor).

The services will be performed at various locations throughout California. The Contractor shall provide toll-free communication and assistance to the CSLB during regular business hours, Monday through Friday, 8:00 a.m. to 5:00 p.m. PST.

III. CONTACTS:

DCA Technical Contact
CSLB
Name: Stephanie Lor
Phone:
Email: Stephanie.Lor@dca.ca.gov
Address: 1625 N. Market Blvd, S-103
Sacramento, CA 95835

DCA Administrative Contact
Business Services Office
Name: Tacia Bates
Phone:
Email: Tacia.Bates@dca.ca.gov
Address: 1625 North Market Blvd, S-103
Sacramento, CA 95834

Contractor Technical Contact
Name: TBD
Phone:
Email:
Address:

Contractor Administrative Contact
Name: TBD
Phone:
Email:
Address:

IV. CONTRACTOR RESPONSIBILITIES

The Contractor shall secure an adequate number of personnel with demonstrated and verifiable skills and experience determined by the Contractor, in order to perform the requirements of this Agreement and secure an adequate number of telephone collectors. The Contractor shall submit a list to the CSLB within fourteen (14) working days after the Agreement is fully executed, which identifies the names and classifications of all collectors who are providing services under this agreement. The list must also identify whether each collector is a full-time or part-time collector. A part-time collector is identified as an employee who works less than forty (40) hours a week.

The Contractor shall:

A. Provide full-service debt collection, where the Contractor is not merely collecting penalties through written correspondence.
B. Provide skip-tracing abilities.
C. Possess credit report accounts nationwide.
D. File legal action on accounts.
E. Provide fully computerized office services, and not merely an account card service, which includes reporting to credit bureaus electronically, using an automated direct dialer system, storing all documents on a computer, saving to a secure server and working directly from the system.
F. Provide reports that include, but are not limited to, capturing information relating to the aging commission of delinquent accounts, describing structures, as well as combining all accounts into one (1) cumulative list.
G. Possess a valid business license.
H. Have no disciplinary action taken against them by any other State agencies or government entities.
I. Not charging the State until the debt is collected.
J. Conduct no settlement of any account without the CSLB's written authorization.
K. Bear all costs for court and legal fees relating to debt collection.
L. Not forward accounts to another collection agency for debt collection without written permission from the CSLB.
M. Not compromise settlements on claims, which have been assigned, without written authorization from the CSLB.
N. Maintain a principal (Headquarters) office in California.
O. Employ all lawful methods to collect the unpaid civil penalties, accept payments made by debtors, and forward debtors' payments to the CSLB, as required.
P. Provide copies of Certificate of Insurance Bonding, Liability Insurance, and Workers Compensation Insurance Certificate to the CSLB upon request.

The Contractor shall perform services in accordance with all applicable State and Federal laws pursuant to, but not limited to, the Fair Credit Billing Act, Federal Equal Credit Opportunity Act, and Regulation B as amended of the Consumer Credit Protection Act. The Contractor shall not inappropriately use or release personal information and shall provide safeguards to ensure the information is protected from inappropriate disclosure. The Contractor is liable and will be held accountable, by the CSLB for inappropriate use or disclosure of personal information.

The Contractor shall work with the CSLB to establish the most secure, timely and efficient transfer of account information. Any electronic exchange of information shall be through an approved method mutually agreed upon by the Department of Consumer Affairs and the Contractor.

In order for the Contractor to perform debt collection services, once the CSLB provides the Contractor with a list of delinquent Probation, Citation & Fine and Cost Recovery accounts (hereinafter referred to as account(s) and/or claims), the Contractor shall implement the following collection processes when providing services under this Agreement:

A. Collection Process:

1. 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.

2. Credit reports shall be generated based on the CSLB's criteria and account balances preset and delivered to the collection agent, upon receipt of the assigned account.

3. Collectors shall make contact attempts approximately every three (3) days until contact is made. If no contact is made, skip-tracing begins. If no phone number is available (within the State's media/data), skip-tracing begins immediately after assignment to contact the debtor.

4. 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, corporate status, Fictitious Filings, California Department of Tax and Fee Administration (CDTFA), DCA, Uniform Commercial Code (UCC) Filing, General and Limited Partnerships, marriage/divorce records, are queried for debtor's information.

5. When contact is made, the Contractor shall request the debtor to 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.

6. When assets, account balance and jurisdiction support legal action, the account is considered and reviewed for legal action by the Contractor's branch manager, who then forwards the request to the CSLB for written approval.

B. Skip-Tracing Process:

1. The Contractor shall perform skip-tracing, employment, and income verification and property search services. The Contractor shall provide, but is not limited to, the following:

2. The Contractor shall utilize standard tools, such as credit reports from all three (3) major credit bureaus, which include (i.e. Experian, Equifax, 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.

3. The Contractor shall have and retain records which include information on debtors' property ownership, marriage and divorce, probates, name changes, and criminal indexes.

4. CD-ROM: The Contractor shall update current databases quarterly. Updated information shall include the following:

i. Real Estate by Situs & Alpha for specific states
ii. UCC Filings
iii. Fictitious Files
iv. Criss-Cross phone and address for the continental United States
v. Corporate Status
vi. California Department of Tax and Fee Administration (CDTFA)
vii. Department of Consumer Affairs' Licenses as listed below:

a) Accountants
b) Acupuncture Practitioners
c) Alarm Companies
d) Animal Healthy
e) Appliance Repair
f) Architects
g) Audiologists
h) Barbering & Cosmetology
i) Behavioral Sciences
j) Chiropractors
k) Contractors
l) Dental Auxiliaries
m) Dental Examiners
n) Dispensing Opticians
o) Dry Cleaners
p) Repossession Agencies
q) Engineers/Surveyors
r) Firearms Permits
s) Funeral Directors
t) Geologists/Geophysicists
u) Guards
v) Hearing Aid Dispensers
w) Private Investigators
x) Landscape Architects
y) Locksmiths
z) Medical Consultants
aa) Medical Quality Assurance
bb) Nursing Home Administration
cc) Optometry
dd) Pharmacy
ee) Physical Therapists
ff) Physician Assistants
gg) Podiatric Medicine
hh) Psychology Technician Examiners
ii) Psychology
jj) Registered Nursing
kk) Shorthand Reporters
ll) Speech Pathologist
mm) Structural Pest Control Board
nn) Tax Preparers
oo) Veterinary Medicine
pp) Vocational Nurse
qq) Real Estate Agents & Brokers
rr) Real Estate Appraisers

C. Cancellations:

1. After extensive debt 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 shall review all accounts to verify that every effort has been made and the debtor has no assets to justify a suit. 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.

2. The Contractor shall immediately cease efforts on recalled accounts upon request of the CSLB. The Contractor shall cancel and pull the account from the collection process and submit a "Client Cancellation Acknowledgement Report" electronically to the CSLB.

3. 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).

4. At the time of closure, the Contractor shall return all files to the CSLB, unless otherwise instructed, and remove those files from national credit reporting. Once a debtor's account has been cancelled, the CSLB may choose, after review, to re-activate and continue debt collection.

D. Procedures and Timelines Used to Process Claims:

1. Once the CSLB has made its referrals and supplied the necessary account information to the Contractor, excluding the account's Social Security number, the Contractor shall use its federally mandated first notice, which shall be sent to each debtor. Media/data format from the CSLB may be tape-to-tape, hard copy, or electronic download. An initial telephone call and /or telephone contact is made for each delinquent account as a first attempt for a possible quick resolution.

   Between one (1) to five (5) calendar days after the State has made its referral, each referred account shall have a minimum of one (1) notice and one (1) telephone call contact or attempted contact.

E. Outline of account treatment process:

1. Day 1: The CSLB's account assignment information is electronically transferred to the Contractor. Accounts are then assigned to collectors based upon the following criteria:

   i. Accounts with balances under five hundred dollars and no cents ($500.00) are assigned to small claims collectors, whereas accounts five-hundred dollars and no cents ($500.00) and over shall be assigned to larger claim collectors.
   ii. Notice of Assignment is mailed
   iii. First telephone contact is attempted
   iv. Reports are made to nationwide Credit Reporting Agencies (which includes, but is not limited to Experian, Equifax, and Trans-Union, etc.).
   v. In the event the account is assigned and immediately determined to be a "Skip Account" (as defined by 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.

2. Days 2 through 5:

   i. Searches are performed on all new assignments for possible matches based on the account's name, social security number, and other criteria to locate any other accounts against the CSLB. 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 to fifteen (5 to 15) minutes.

3. 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 re-dialed at least twice a week for maximum effect.

4. 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 to eight (7 to 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, in order 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 include but are not limited to, crisscross telephone and address directories, Corporate Status, Fictitious Business Filings, BOE, DCA, UCC Filings, General and Limited Partnerships, and California Real Estate property ownership.

5. Days 31 or More:

    i. The Contractor shall re-dial all previously established valid telephone numbers for delinquent accounts on a weekly basis. Letters are mailed out in 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 commitment, the Contractor shall conduct a follow-up call on the date in which payment by the debtor is required. The Contractor shall report all unpaid accounts to Experian ninety (90) days after the date of assignment.

6. When assets, account balance and jurisdiction support legal action, the account is considered and reviewed for legal action by the Contractor's branch manager, who then forwards the request to the CSLB for written approval.

F. Reports:

1. Monthly Activity Report: The Contractor shall provide monthly activity reports to the CSLB. 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 the CSLB).

2. Performance Statistics: Upon the CSLB's 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 the CSLB's request, the Contractor shall confirm (in writing) all accounts/claims referred by the CSLB where an account number has been assigned. The Acknowledgement Report shall capture information which reflects the debtor's name, date assigned, Contractor's account number, total dollars, and number of accounts assigned for the write-off period.

4. Inventory Listing: Upon the CSLB's request, the Contractor shall furnish an inventory listing to the CSLB. The Contractor shall submit the listing either monthly or quarterly (as required by the CSLB), 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 the CSLB, a Cancellation Report containing an itemization and summary of all accounts returned to the CSLB. The Cancellation Report shall reflect information which includes the account number, debtor's name, balance owing, and reason(s) for cancellation.

6. History Report: Upon the CSLB's request, the Contractor shall provide History Reports to the CSLB, 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 the CSLB, in the event a debtor disputes all or part of the bill. The disputed accounts will remain suspended until additional information is obtained relative to the dispute and instructions are given by the CSLB to proceed, cancel, etc.

G. Legal Action:

1. The Contractor shall utilize the following services within and/or associated to its organization to file legal actions to collect delinquent fees, fines and cost recovery:

   i. The Contractor shall obtain prior written approval from the CSLB, on an account-by-account basis, for all lawsuits, where the CSLB shall have the final authority and confirm each final bill.

   ii. The Contractor shall confirm, verify, and secure one (1) or more of the following account assets to initiate legal action against an account:

   <u>For Companies</u>
   a) Bank Accounts
   b) Accounts Receivable
   c) Deposits on Leases
   d) Real Estate
   e) Rolling Stock
   f) Work in Process
   g) Certificates of Deposits
   h) Pre-paid Deposits

Individuals

a) Stable Employment
b) Adequate Income
c) Bank Balances
d) Homeowner
e) Self-employed with attachable assets
f) Other verified and leviable assets

2. The Contractor shall provide CSLB access to their attorney when filing legal actions against delinquent accounts. The Contractor warrants and guarantees that its attorneys (who will be providing services in connection to this Agreement) will have the following minimum qualifications:

   i. Knowledge of collection laws in the State where each attorney practices
   ii. Possess the ability to handle the Contractor's account volume efficiently
   iii. Have computerized capabilities to update and maintain timely occurrences by both the Contractor as well as the attorney
   iv. The ability to prepare, present, and successfully argue trial appearances

The Contractor shall ensure that attorneys will obtain new legal account information and actions from the computerized system (used between the Contractor and its attorneys) three (3) times a week.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

I. INVOICING AND PAYMENT:

For services satisfactorily rendered and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.

Itemized invoices shall include the Agreement Number and be submitted not more frequently than monthly in arrears to APInvoices@dca.ca.gov or mail to:

Department of Consumer Affairs
Accounts Payable
Contract Number: TBD
P.O. Box 980518
West Sacramento, CA 95798-0518

II. BUDGET CONTINGENCY CLAUSE:

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 be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Agreement and the Contractor shall not be obligated to fulfil any provisions of the Agreement.

If funding for any fiscal year 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 the Contractor to reflect the reduced amount.

III. PROMPT PAYMENT CLAUSE:

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

IV. TAXES:

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

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 02/2025) 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 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 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. AMENDMENTS:

DCA reserves the right to amend this Agreement allowable by State Contracting Manual, Volume 1, Chapter 5, section 5.81. An amendment is of no force or effect until signed by both parties and, if required, approved by the Department of General Services.

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, the 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 the 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 independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any money 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. STAFF EXPENSES:

The Contractor represents that it has or shall secure at its own expense, all staff required to perform the services described in this Agreement. Such personnel shall not be employees of or have contractual relationships with any government entity.

VII. DISABLED VETERAN BUSINESS ENTERPRISE (DVBE):

The State has determined that the DVBE participation goals for this Agreement are exempt. However, the Contractor may use DVBE's and report the participation to the State.

VIII. OWNERSHIP OF RECORDS, DOCUMENTS, AND WORKING PAPERS:

Any and all records, reports, papers, questionnaires, tabulations, or other documents pertaining to this Agreement shall remain in the property of the State.

IX. 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. By submitting a bid or proposal, Contractor represents that it is not a target of Economic Sanctions. Should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, which shall be grounds for rejection of the Contractor's bid/proposal any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination by the State.

X. INSURANCE REQUIREMENTS:

1. General Provisions Applying to All Policies:

A. Coverage Term – Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least (30) days prior to the expiration of this insurance. Any new insurance must still comply with the original terms of the contract.

B. Policy Cancellation or Termination & Notice of Non-Renewal – Contractor and/or Permittee is responsible to notify the State within five business days before the effective date of any cancellation, non-renewal, or material change that affects required insurance coverage. In the event Contractor and/or Permittee fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.

C. Deductible – Contractor and/or Permittee is responsible for any deductible or self-insured retention contained within their insurance program.

D. Primary Clause – Any required insurance contained in this contract shall be primary, and not excess or contributory, to any other insurance carried by the State.

E. Insurance Carrier Required Rating – All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management. If the Contractor and/or Permittee is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.

F. **Endorsements** – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.

G. **Inadequate Insurance** – Inadequate or lack of insurance does not negate the contractor and/or Permittee's obligations under the contract.

H. **Satisfying an SIR** - All insurance required by this contract must allow the State to pay and/or act as the contractor's agent in satisfying any self-insured retention (SIR). The choice to pay and/or act as the contractor's agent in satisfying any SIR is at the State's discretion.

I. **Available Coverages/Limits** - All coverage and limits available to the contractor shall also be available and applicable to the State.

J. **Subcontractors** - In the case of Contractor and/or Permittee's utilization of subcontractors to complete the contracted scope of work, contractor and/or Permittee shall include all subcontractors as insured's under Contractor and/or Permittee's insurance or supply evidence of insurance to The State equal to policies, coverages and limits required of Contractor and/or Permittee.

2. Insurance Requirements:

A. Commercial General Liability

Contractor shall maintain general liability on an occurrence form with limits not less than $1,000,000 per occurrence and $2,000,000 aggregate for bodily injury and property damage liability. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against which claim is made, or suit is brought subject to the Contractor's limit of liability. **The policy must name The State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the contract.**

B. Automobile Liability

Contractor shall maintain motor vehicle liability with limits not less than $1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles. **The policy must name The State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the contract.**

C. Workers Compensation and Employers Liability

Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Contract. Employer's liability limits of $1,000,000 are required. The insurer waives any right of recovery the insurer may have against the State because of payments the insurer makes for injury or damage arising out of the work done under contract/permit with the State.

A Waiver of Subrogation or Right to Recover endorsement in favor of the State must be attached to the certificate.