



KIM JOHNSON
DIRECTOR

STATE OF CALIFORNIA—HEALTH AND HUMAN SERVICES AGENCY
DEPARTMENT OF SOCIAL SERVICES
744 P Street • Sacramento, CA 95814 • www.cdss.ca.gov



GAVIN NEWSOM
GOVERNOR

July 09, 2024

**PEACE OFFICER STANDARDS AND TRAINING (POST) PRE-EMPLOYMENT
BACKGROUND INVESTIGATION SERVICES
INVITATION FOR BID (IFB) 24-3044
Notice to Prospective Bidders**

The California Department of Social Services (CDSS) invites you to review and respond to this Invitation for Bid (IFB) entitled Peace Officer Standards and Training (POST) Pre-Employment Background Investigation Services IFB 24-3044. In submitting your bid, you must comply with the instructions found herein.

Note that all agreements entered into with the State of California shall include by reference General Terms and Conditions (GTC) and Contractor Certification Clause (CCC) that may be viewed and downloaded from the [Department of General Services Office of Legal Services](#) website.

Public Contract Code (PCC) Section 10115 et seq. establishes a contract participation goal of at least three percent (3%) for Disabled Veteran Business Enterprise (DVBE). This goal applies to a state agency's overall contracting program. State agencies have the discretion to apply the DVBE participation goal to individual contracts. A minimum of 3% DVBE participation is required for this solicitation (see Section 11 of this IFB for DVBE information).

The final date for bid submission is July 30, 2024, 3:30 P.M. Pacific Time (PT). Responses to this IFB and any required copies must be submitted by email to the department contact noted below:

Scott Wilkinson, Contracts Analyst
scott.wilkinson@dss.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.

Sincerely,

Daniel Schott, Staff Services Manager II
Non-IT Contracts Bureau

Table of Contents

A. Purpose and Description of Services	3
B. Bidder Minimum Qualifications	3
C. Bid Requirements and Information.....	4
1. Key Action Dates	4
2. Agreement Term	4
3. Subcontractors	4
4. Submission of Bid	5
5. Bidder Questions	7
6. Evaluation and Selection	7
7. Award and Protest	8
8. Disposition of Bids	9
9. Agreement Execution and Performance	9
10. Small Business Enterprise (SBE)	9
11. Disabled Veteran Business Enterprise (DVBE) Participation Program Requirements	10
12. Declaration Forms	14
13. Commercially Useful Function (CUF) Questionnaire	14
14. Darfur Contracting Act	15
15. Iran Contracting Act	15
16. California Civil Rights Laws Certification	15
17. Contractor Certification Clause	16
18. Payee Data Record, STD 204	16
19. Insurance Requirements	16
20. GenAI Disclosure	18

Attachments and Exhibits

- Attachment 1 – Required Attachment Checklist
- Attachment 2 – Minimum Qualifications Certification
- Attachment 3 – Bid/Bidder Certification Sheet
- Attachment 4 – Rate Sheet
- Attachment 5 – Bidder References
- Attachment 6 – Subcontractor References (*if applicable*)
- Attachment 7 – Bidder Declaration, GSPD-05-105
- Attachment 8 – DVBE Declarations, DGS PD 843 (*if applicable*)
- Attachment 9 – DVBE Subcontractor Agreement (*if applicable*)
- Attachment 10 – Commercially Useful Function Evaluation Form
- Attachment 11 – Darfur Contracting Act Certification, DGS PD 1
- Attachment 12 – Iran Contracting Act Verification Form, DGS PD 3
- Attachment 13 – California Civil Rights Laws Attachment, DGS OLS 04
- Attachment 14 – Contractor Certification Clause, CCC 04/2017
- Attachment 15 – General Artificial Intelligence (GenAI) Disclosure & Factsheet, STD 1000
- Attachment 16 – Payee Data Record, STD 204
- Exhibit 1 – DVBE Program Requirements
- Exhibit 2 – Sample Agreement

A. Purpose and Description of Services

The purpose of this Invitation for Bid (IFB) is for the California Department of Social Services (CDSS) to obtain bids from qualified Contractors in order to award an agreement which shall provide standard Peace Officer Standards and Training (POST) pre-employment background investigation services for sworn peace officer candidates of the CDSS. Refer to Exhibit 2 Sample Agreement, Exhibit A, Scope of Work for a complete description of Services.

B. Bidder Minimum Qualifications

Bidders must complete and return **Attachment 2, Minimum Qualifications Certification**, certifying that the Bidder satisfies the Minimum Qualifications and requirements. Please include an explanation of how each applicable Minimum Qualification is met. This form must be signed by an individual who is authorized to bind the Bidder contractually. Failure to submit this form may cause the bid to be rejected.

1. As of the final date for bid submission, Bidder must have a minimum of three (3) years of continuous experience with a California State Agency, or California Public Agency, providing POST pre-employment background investigation services as described in Exhibit 2, Sample Agreement, Exhibit A.
2. Bidder must be a legal business entity authorized to do business in the State of California. A business license from the city or county in which the Bidder is headquartered shall be submitted with the bid. All businesses based in unincorporated areas are required to submit signed proof of "exempted" business license status from the city or county, if applicable.
3. Bidder's corporation must be in good standing and qualified to conduct business in California as verified by the [California Secretary of State](#).
4. Bidder shall have their principal place of business located in the United States and all personnel must reside and conduct services within the United States.
5. Bidder must be POST certified to conduct pre-employment backgrounds that are supported by POST and Standards & Training Program for Corrections.
6. Bidder must submit certification that every employee of the bidder has completed a certified background investigation course through POST to conduct background investigations.

C. Bid Requirements and Information

1. Key Action Dates

Event	Date	Time
IFB Available to Prospective Bidders	July 09, 2024	
Final Date for Questions	July 16, 2024	3:30 P.M. PT
Final Date for Bid Submission	July 30, 2024	3:30 P.M. PT
Bid Tabulation Posted	Within one (1) business day of Final Date for Bid Submission	
Notice of Intent to Award	August 2024	
Proposed Start Date of Agreement	September 1, 2024	

2. Agreement Term

The anticipated term of the resulting Agreement is September 1, 2024, or date of approval by the CDSS, whichever is later, through June 30, 2027. The State may, at its discretion exercise the option to add funds to complete the identified tasks at the originally agreed upon service rates. The date of Agreement approval by the State, however, shall be the governing factor as to the date of commencement. Should performance commence before the Agreement is approved, such services may be considered voluntary.

3. Subcontractors

- a. Any subcontractor that Bidder chooses to use in fulfilling the requirements of this IFB must also meet all the requirements of this IFB including the minimum qualifications. If Bidder proposes the use of a subcontractor, the Bidder must also submit a list of references, **Attachment 6, Subcontractor References**, on behalf of the subcontractor.
- b. Bidder must submit for the proposed subcontractor the required documentation, name(s) of the people or firm(s), qualifications of the proposed subcontractor, and specify the type of work the proposed subcontractor shall be performing, **Attachment 7, Bidder Declaration, GSPD-05-105**.
- c. If Bidder proposes the use of a Disabled Veteran Business Enterprise (DVBE) subcontractor, Bidder must also submit a completed **Attachment 9, DVBE Subcontractor Agreement**.

- d. Bidder may not substitute any proposed subcontractor listed in the bid without advance written consent of CDSS.
- e. Nothing contained in this IFB or otherwise shall create any contractual relationship between CDSS and any subcontractors, and no subcontractor shall relieve the Bidder of its responsibilities and obligations hereunder. The Bidder agrees to be fully responsible to CDSS 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 Bidder. The Bidder's obligation to pay its subcontractors is an independent obligation from the obligation of CDSS to make payments to the Bidder. As a result, CDSS shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

4. Submission of Bid

- a. All documents must be electronically submitted and received by the CDSS contact identified below by the date and time shown in Section C. 1, Key Action Dates. The email must be plainly marked with the IFB number and title and your firm's name, as shown in the example below:

Email: scott.wilkinson@dss.ca.gov

Subject: IFB 24-3044, Firm Name, 1 of [XX]

- b. If the documents are too large to fit in one (1) email, CDSS shall accept multiple smaller emails in order for all documents to be submitted. If submitting in multiple emails, number the emails in the format of "1 of _" so CDSS is aware of how many emails to expect.
- c. If submitting via multiple emails, submission of all documents must be received by the CDSS by the date and time shown in Section C. 1, Key Action Dates.
- d. Bidders may contact only the individual identified above and shall not contact other CDSS personnel for meetings, conferences, or technical discussion related to this IFB. No questions may be answered by other CDSS staff. If bidders are discovered to have contacted other CDSS personnel, CDSS may reject their bid.
- e. Bid Opening: The Preliminary Bid Tabulation shall be made available through a posting to the IFB event on [Cal eProcure](#) after bid opening completion on the date and time listed in Section C. 1, Key Action Dates.
- f. All bids shall include documents identified in **Attachment 1, Required Attachment Checklist**. Bids not including the proper required attachments may be deemed non-responsive. A non-responsive bid is one that does not meet the basic bid requirements.

- g. All documents requiring a signature must bear an original signature of a person authorized to bind the bidding firm.
- h. Bids must be submitted for the performance of all the services described herein. Any deviation from the work specifications shall not be considered and may cause a bid to be rejected.
- i. 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. CDSS may reject any or all bids and may waive an immaterial deviation in a bid. The CDSS' waiver of all immaterial deviation shall in no way modify the IFB document or excuse the bidder from full compliance with all requirements if awarded the Agreement.
- j. 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 the State of California.
- k. An individual who is authorized to bind the bidder contractually shall sign **Attachment 3, Bid/Bidder Certification**. The signature should indicate the title or position that the individual holds in the firm. An unsigned bid may be rejected.
- l. 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.
- m. A bidder may withdraw its bid by submitting a written withdrawal request to CDSS, signed by the bidder or an authorized agent. A bidder may therein submit a new bid prior to the bid submission deadline. Bids may not be withdrawn without cause subsequent to bid submission deadline.
- n. CDSS may modify the IFB prior to the date fixed for submission of bids by the issuance of an addendum, which shall be posted on [Cal eProcure](#).
- o. CDSS reserves the right to reject all bids. CDSS is not required to award an agreement.
- p. Before submitting a response to this solicitation, bidders should review, correct all errors, and confirm compliance with the IFB requirements.
- q. The State does not accept alternate Agreement language from a Bidder. A bid with such language shall be considered a counter proposal and shall be rejected. The State's General Terms and Conditions (GTC) are not negotiable.
- r. No oral understanding or agreement shall be binding on either party.

5. Bidder Questions

Questions related to this IFB shall be submitted in an email by bidders to scott.wilkinson@dss.ca.gov no later than 3:30 P.M. PT on July 16, 2024.

The State shall summarize all questions and post the summary and response document to [Cal eProcure](#) as a document titled "Questions and Answers to IFB 24-3044." The State reserves the right to modify or withdraw the IFB, in part or in its entirety. Changes shall be announced by addendum and shall be posted to [Cal eProcure](#). Oral communication concerning this IFB shall not be binding on the State and shall in no way excuse the bidder of any obligations set forth in this IFB.

Include the following information in your inquiry:

- Contact person's name
- Firm name
- Contact telephone number and email address
- A description of the subject, issue in question, or discrepancy found
- IFB Section, page number, or other information useful in identifying the specific problem or issue in question
- Remedy sought, if any

6. Evaluation and Selection

- a. One bid may be awarded as a result of this IFB.
- b. At the time of bid opening, each bid shall be checked for the presence or absence of required information in conformance with the submission requirements of this IFB.
- c. CDSS shall evaluate each bid to determine its responsiveness to the published requirements.
- d. Bids that contain false or misleading statements, or which provide references that do not support an attribute or condition claimed by the bidder may be rejected. If, in the opinion of CDSS, such information was intended to mislead CDSS in its evaluation of the bid, the attribute, condition, or capability of a requirement of this IFB, it may be the basis for rejection of the bid.
- e. The final selection shall be made on the basis of the lowest responsive responsible bidder as indicated in **Attachment 4, Rate Sheet**. In the event there are tie bids by more than one (1) responsive responsible bidder, each bidder shall be contacted by the CDSS regarding a date and time for a flip of a coin. The bidder whose bid was received first shall make the call. Bidders or their authorized representative(s) are allowed to be present for the flip of a coin. However, in the event of a tie between a certified Small Business

Enterprise (SBE) and a certified DVBE, the Agreement must be awarded to the DVBE bidder.

- f. Award if made shall be to the lowest responsive, responsible bidder(s). Preferences, if applicable shall be applied in accordance with IFB Section 10, Small Business Enterprise (SBE), Section 11, Disabled Veteran Business Enterprise (DVBE) Participation Program Requirements.
- g. At the CDSS' option, prior to award, bidders may be required to submit additional written clarifying information. Failure to submit the requested written information as specified may be grounds for bid rejection.
- h. The winning bidder may be required to submit evidence that they have available sufficient resources to meet the requirements of this IFB.

7. Award and Protest

- a. Whenever an agreement is awarded under a procedure which provides for competitive bidding, but the Agreement is not to be awarded to the low bidder, the low bidder shall be notified by email five (5) working days prior to the award of the Agreement.
- b. Upon written request by any bidder, notice of the proposed award shall be posted at least five (5) working days prior to awarding the Agreement.
- c. If any bidder, prior to the award of the Agreement, files a written protest with the Department of General Services (DGS), Office of Legal Services and the CDSS on the grounds that the (protesting) bidder is the lowest responsive responsible bidder, the Agreement shall not be awarded until either the protest has been withdrawn or DGS has decided the matter. Within five (5) calendar days after filing the initial protest, the protesting bidder shall file with DGS and the CDSS a detailed, written statement of protest, including the IFB number, the name of the State agency involved, the agency contact person, and must be submitted to both of the following:

Department of General Services
Office of Legal Services
707 Third Street, 7th Floor, Suite 7-330
West Sacramento, CA 95605
Attention: Protest Coordinator
Email: OLSProtests@dgs.ca.gov

AND

California Department of Social Services
Non-IT Contracts Bureau
744 P Street, M.S. 9-6-747
Sacramento, CA 95814

Attention: Marissa Enos
Email: marissa.enos@dss.ca.gov

Protests may be sent by email, regular mail, courier, or personal delivery. Protestants should include their email address if they have one.

8. Disposition of Bids

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

9. Agreement Execution and Performance

- a. Performance shall start not later than five (5) days, or on the express date set by the CDSS and the awarded Bidder(s), after all approvals have been obtained and the Agreement is fully executed. Should the awarded Bidder(s) fail to commence work at the agreed upon time, the CDSS, upon five (5) days written notice to the awarded Bidder(s), reserves the right to terminate the Agreement. In addition, the awarded Bidder(s) shall be liable to the State for the difference between the awarded Bidder's bid price and the actual cost of performing work by the second lowest bidder or by another bidder.
- b. All performance under the Agreement shall be completed on or before the termination date of the Agreement.

10. Small Business Enterprise (SBE)

- a. Small Business Regulations: SB regulations, located in the California Code of Regulations (CCR) (Title 2, Division 2, Chapter 3, Subchapter 8, Section 1896 et seq.), concerning the application and calculation of the SB preference, SB certification, responsibilities of SB, department certification, and appeals are revised, effective 9/09/04. The new regulations can be viewed at the DGS [Procurement Division](#) website. For those without Internet access, a copy of the regulations can be obtained by calling the Office of Small Business and DVBE Services (OSDS) at (916) 375-4940.
- b. Non-Small Business Subcontractor Preference: A 5% bid preference is now available to a non-small business claiming 25% California certified SB subcontractor participation.
- c. Small Business Nonprofit Veteran Service Agencies (SB/NVSA): SB/NVSA prime bidders meeting requirements specified in the Military and Veterans

Code (MVC) (Section 999.50 et seq.) and obtaining a California certification as a SB are eligible for the 5% SB preference.

- d. Attachment with Bid Required if Claiming the SB Preference: All bidders must complete and include the **Attachment 7, Bidder Declaration, GSPD-05-105**. If claiming the non-small business subcontractor preference, the form must list all of the California certified SBs with which you commit to subcontract in an amount of at least twenty-five percent (25%) of the net bid price. All certified SBs must perform a “commercially useful function” in the performance of the Agreement as defined in GC Section 14837(d)(4).
- e. Small Business Certification: Bidders claiming the SB preference must be certified by California as a SB or must commit to subcontract at least 25% of the net bid price with one or more California certified SBs. Completed certification applications and required support documents must be submitted to OSDS no later than 5:00 p.m. on the bid due date, and the OSDS must be able to approve the application as submitted. SB/NVSA claiming the SB preference must possess certification by California prior to the day and time bids are due. Questions regarding certification should be directed to the OSDS at (916) 375-4940.

11. Disabled Veteran Business Enterprise (DVBE) Participation Program Requirements

- a. Subject to exceptions in the GC and pursuant to regulations, State law requires awarding agencies to have an annual participation goal of three percent (3%) for disabled veteran-owned business enterprises.

Required DVBE participation percentage for this solicitation is 3%.

- b. Introduction

- (1) Bidder must document the goals in this bid to comply with this solicitation’s DVBE program requirements. Bids that fail to fully document the DVBE program requirements shall be considered non-responsive and ineligible for award.
- (2) All information submitted by the intended awardee to comply with this solicitation’s DVBE requirements shall be verified by CDSS. If evidence of an alleged violation is found during the verification process, CDSS shall initiate an investigation with this information in accordance with the requirements of the Public Contract Code (PCC) Section 10115 et seq., MVC Section 999 et seq., and follow the investigatory procedures required by CCR, Title 2, Division 2, Chapter 3, Subchapter 10.5, Section 1896.80.
- (3) Only DVBEs certified by DGS OSDS who perform a commercially useful function (CUF) relevant to this solicitation may be used to satisfy the

DVBE program requirements. The criteria for performing a CUF are indicated in Section d. Commercially Useful Function (CUF) Definition, MVC, Section 999(b)(5)(B), and CCR, Title 2, Division 2, Chapter 3, Subchapter 10.5, Section 1896.61(l). Bidders must verify each DVBE subcontractor's/supplier's certification with DGS OSDS to ensure DVBE eligibility.

c. Resources and Information

For assistance in preparing a responsive DVBE participation document, please contact CDSS's DVBE Advocate at (916) 657-3784 regarding this solicitation. To locate certified DVBEs and obtain additional information regarding the DVBE program, please refer to Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS) or contact OSDS by telephone at (916) 375-4940.

d. Commercially Useful Function (CUF) Definition

(1) The term "DVBE contractor, subcontractor, or supplier" means any person or entity that satisfies the ownership (or management) and control requirements (CCR, Title 2, Division 2, Chapter 3, Subchapter 10.5, Section 1896.61(f)), is certified in accordance with CCR, Title 2, Division 2, Chapter 3, Subchapter 10.5, Section 1896.70, and provides services or goods that contribute to the fulfillment of the contract requirements by performing a CUF (MVC, Section 999(b)(5)(B) and CCR, Title 2, Division 2, Chapter 3, Subchapter 10.5, Section 1896.61(l)). A DVBE contractor, subcontractor, or supplier is considered performing a CUF when it meets the following criteria:

(a) The business concern is: responsible for the execution of a distinct element of the work of the contract; carrying out its obligation by actually performing, managing, or supervising the work involved; performs work that is normal for its business services and functions; and is responsible, with respect to products, inventories, materials, and supplies required for the contract, for negotiating price, determining quality and quantity, ordering, installing, if applicable, and making payment.

AND

(b) The business concern is not further subcontracting a greater portion of the work than would be expected by normal industry practices.

e. Commitment

(1) Non-DVBE Bidder

Commit to using certified DVBE(s) for at least three percent (3%) of the contract bid amount.

(a) Non-DVBE Bidder must document the DVBE participation commitment by completing and submitting all the following documents with their bid:

- 1) **Attachment 7, Bidder Declaration, GSPD-05-105**, included in this solicitation. Failure to complete and submit **Attachment 7, Bidder Declaration, GSPD-05-105** may render your bid non-responsive.
- 2) **Attachment 9, DVBE Subcontractor Agreement**, included in this solicitation. Bidder shall submit a completed DVBE Subcontractor Agreement for each DVBE subcontractor identified in their bid. Only the bidder shall fill out this Agreement and either mail, fax, or email the Agreement to the selected DVBE(s) for signature. Failure to submit an **Attachment 9, DVBE Subcontractor Agreement** for each DVBE subcontractor identified may render your bid non-responsive. Each DVBE Subcontractor Agreement shall include: the term of intended subcontract with the DVBE, anticipated dates the DVBE shall perform required work, rate and conditions of payment, the percentage of the entire contract that shall be awarded to the DVBE (minimum three percent [3%] unless otherwise specified within this solicitation), and the description of services and/or goods to be performed/supplied by the DVBE subcontractor. If further verification is necessary, the state shall obtain additional information to verify the above requirements.
- 3) Proof of DVBE certification for each DVBE subcontractor identified on the **Attachment 7, Bidder Declaration, GSPD-05-105** via a printout from DGS OSDS Cal eProcure website.

(2) Certified DVBE Bidder

Commit to performing at least three percent (3%) of the contract bid amount with the prime bidder's firm or in combination with other DVBE(s).

(a) Certified DVBE bidder must document the DVBE participation commitment by completing and submitting all of the following documents with their bid:

- 1) **Attachment 7, Bidder Declaration, GSPD-05-105**, included in this solicitation. Failure to complete and submit **Attachment 7, Bidder Declaration, GSPD-05-105** may render your bid non-responsive.

- 2) **Attachment 8, DVBE Declarations, DGS PD 843**, included in this solicitation. Failure to complete and submit **Attachment 8, DVBE Declarations, DGS PD 843** may render your bid non-responsive.
- 3) **Attachment 9, DVBE Subcontractor Agreement**, included in this solicitation (only applicable if you intend to utilize a DVBE subcontractor). Bidder shall submit a completed DVBE Subcontractor Agreement for each DVBE subcontractor identified in their bid. Only the bidder shall fill out this Agreement and either mail, fax, or email the Agreement to the selected DVBE(s) for signature. Failure to submit an **Attachment 9, DVBE Subcontractor Agreement** for each DVBE subcontractor identified may render your bid non-responsive. Each DVBE Subcontractor Agreement shall include: the term of intended subcontract with the DVBE, anticipated dates the DVBE shall perform required work, rate and conditions of payment, the percentage of the entire contract that shall be awarded to the DVBE (minimum three percent [3%] unless otherwise specified within this solicitation), and the description of services and/or goods to be performed/supplied by the DVBE subcontractor. If further verification is necessary, the state shall obtain additional information to verify the above requirements.
- 4) Proof of DVBE certification via a printout from DGS OSDS Cal eProcure website.

f. Replacement of DVBE Subcontractor(s)

Bidder understands and agrees that should award of the contract be based in part on their commitment to use the DVBE subcontractor(s) identified in their bid, per MVC Section 999.5 (e), a DVBE subcontractor may only be replaced by another DVBE subcontractor and must be approved by DGS. Changes to the scope of work that impact the DVBE subcontractor(s) identified in the contractor's bid and approved DVBE substitutions shall be documented via a contract amendment.

Failure of contractor to seek a substitution and adhere to the DVBE participation level identified in their bid may be cause for contract termination, recovery of damages under rights and remedies due to the CDSS, and penalties outlined in MVC Section 999.9, and PCC Section 10115.10, or PCC Section 4110 (applies to public works only).

g. DVBE Participation Reporting Requirements

If for the contract, the awarded contractor makes a commitment to achieve DVBE participation, then the awarded contractor must, within 60 days of receiving final payment under the contract (or within such other time period as

may be specified elsewhere in the contract), certify the following in a report to CDSS: (1) the total dollar amount the prime contractor received under the contract; (2) the name and address of the DVBE(s) that participated in the performance of the contract; (3) the total dollar amount each DVBE received from the prime contractor; (4) that all payments under the contract have been made to the DVBE(s); and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation (MVC Section 999.5 (d)).

- h. For more information about the DVBE incentive refer to **Exhibit 1, DVBE Program Requirements**.
- i. In accordance with Senate Bill 588, effective January 1, 2021, the Department shall withhold \$10,000, or the full payment if it is less than \$10,000 from the final payment on a contract until that certification is received by the awarding department within 60 calendar days after the expiration date of the Agreement. If the Contractor fails to meet those certification requirements, the Contractor may be granted 15 to 30 calendar days to cure the defect. If the Contractor does not comply with the requirement, the awarding department shall permanently deduct \$10,000 from the final payment, or the full payment if it is less than \$10,000 from a contract with the Contractor who does comply with those requirements within the specified period.

12. Declaration Forms

- a. All bidders must complete **Attachment 7, Bidder Declaration, GSPD-05-105**, and include it with the bid response. When completing the declaration, bidders must identify all subcontractors proposed for participation in the Agreement. Bidders awarded an Agreement are contractually obligated to use the subcontractors for the corresponding work identified unless the State agrees to a substitution, and it is incorporated by amendment to the Agreement.
- b. Bidders who have been certified by California as a DVBE (or who are bidding rental equipment and have obtained the participation of subcontractors certified by California as a DVBE) must also submit a completed **Attachment 8, DVBE Declarations, DGS PD 843**. All disabled veteran owners and disabled veteran managers of the DVBE(s) must sign the form(s). If applicable, the completed form should be included with the bid response.

13. Commercially Useful Function (CUF) Questionnaire

DGS Procurement Division is the entity responsible for statewide implementation of SB/DVBE program regulations resulting from legislative mandates passed into law. Under GC and MVC any California certified SB, Micro Business or DVBE

Suppliers doing business with the state must perform a CUF. Subsequently, each department's buyer is held responsible for its CUF compliance procedures and evaluation of a bidder's activities in response to department solicitations. This applies to Suppliers responding to the department's solicitations whether prime or subcontractor. CUF must be established prior to making final agreement or purchase order award.

All new SB and DVBE applicants must include the completed **Attachment 10, Commercially Useful Function Evaluation Form** with their submittal.

14. Darfur Contracting Act

All Bidders must address the requirements of **Attachment 11, Darfur Contracting Act Certification, DGS PD 1**, for the reason described in PCC Section 10475-10481. Any scrutinized companies are ineligible to, and cannot, bid on or submit a proposal for agreement with a State agency for goods or services. A scrutinized company is defined in PCC Section 10476. However, bids may be submitted by scrutinized companies if permission is obtained first from DGS according to the criteria set forth in PCC Section 10477(b).

15. Iran Contracting Act

Prior to bidding on, submitting a proposal, or executing a contract or renewal for a State of California contract for goods or services of \$1,000,000 or more, a vendor must complete **Attachment 12, Iran Contracting Act Verification Form, DGS PD 3** and either: a) certify it is not on the current list of persons engaged in investment activities in Iran created by DGS pursuant to PCC Section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to PCC Section 2203(c) or (d).

16. California Civil Rights Laws Certification

Prior to bidding on, submitting a proposal or executing an agreement or renewal for a State of California agreement over \$100,000 on or after January 1, 2017, the bidder or proposer must complete **Attachment 13, California Civil Rights Laws Attachment, DGS OLS 04** to certify compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the GC) by completing and submitting the **Attachment 13, California Civil Rights Laws Attachment, DGS OLS 04**; and if Bidder has an internal policy against a sovereign nation or peoples recognized by the United States government, the Bidder 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 GC).

17. Contractor Certification Clause

Bidder must submit with the bid, a completed **Attachment 14, Contractor Certification Clause, CCC 04/2017**, signed by an authorized individual to legally bind the prospective Bidder to the clauses listed within the certification.

18. Payee Data Record, STD 204

Bidders must complete and return **Attachment 16, Payee Data Record, STD 204** to indicate the full business name as it should be reflected on the proposed Agreement (if awarded). If the Bidder is using a Doing Business As (DBA) name, this name should also be reflected on **Attachment 16, Payee Data Record, STD 204**. This form must be signed by an individual who is authorized to sign **Attachment 16, Payee Data Record, STD 204** on behalf of the Bidder.

19. Insurance Requirements

Prior to award of Agreement, the awarded Bidder may be requested by CDSS to provide proof of insurance in accordance with Exhibit 2, Sample Agreement, Exhibit E, Additional Provisions. Upon execution of the awarded Agreement(s), awarded Contractor shall provide to the CDSS, at their own expense, an endorsed certificate of insurance:

- a. Commercial General Liability – Bidder shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with a \$2,000,000 annual policy aggregate. 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 whom claim is made or suit is brought subject to the Bidder's limit of liability.

The policy must include California Department of Social Services, State of California, its officers, agents, employees, and servants as additional insureds, but only with respect to work performed under the Agreement.

This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management. In the case of Bidder's utilization of subcontractors to complete the contracted scope of work, Bidder shall include all subcontractors as insureds under Bidder's insurance or supply evidence of insurance to the State equal to policies, coverages and limits required of Bidder.

- b. Workers Compensation and Employers Liability – Bidder shall maintain statutory worker's compensation and employer's liability coverage for all its employees who shall be engaged in the performance of the Agreement. Employer's liability limits of \$1,000,000 are required.

When work is performed on State owned or controlled property the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the State. The waiver of subrogation endorsement is to be provided with the certificate of insurance.

- c. Professional Liability – Bidder shall maintain professional liability covering any damages caused by a negligent error, act, or omission with limits of not less than \$1,000,000 per occurrence and \$3,000,000 policy aggregate. The policy's retroactive date must be shown on the certificate of insurance and must be before the date this Agreement was executed or before the beginning of Agreement work.
- d. General Provisions Applying to All Insurance Policies
 - (1) Coverage Term – Coverage needs to be in force for the complete term of the Agreement. If insurance expires during the term of the Agreement, a new certificate must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must still comply with the original terms of the Agreement.
 - (2) Policy Cancellation/Termination and Notice of Non-Renewal – Bidder shall provide to the State within five (5) business days a copy of any notice of Cancellation/Termination or Non-renewal received by Bidder for any of the required insurance policies. In the event the Bidder 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 Agreement upon the occurrence of such event, subject to the provisions of this Agreement.
 - (3) Deductible – Bidder is responsible for any deductible or self-insured retention contained within their insurance program.
 - (4) Primary Clause – Any required insurance contained in this Agreement shall be primary, and not excess or contributory, to any other insurance carried by the State.
 - (5) Insurance Carrier Required Rating – All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management. If the Bidder is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.

- (6) Endorsements – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- (7) Inadequate Insurance – Inadequate or lack of insurance does not negate the awarded Bidder's obligations under the resulting Agreement.

20. Generative Artificial Intelligence (GenAI) Disclosure

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 / Contractor must notify the State in writing if their solution or service includes, or makes available, any GenAI, including GenAI from third parties or subcontractors.

The State has developed a [Generative Artificial Intelligence \(GenAI\) Reporting and Factsheet, STD 1000](#) to be completed by the Bidder / Offeror / Contractor.

Failure to submit the Generative Artificial Intelligence (GenAI) Reporting and Factsheet, STD 1000 will result in disqualification of the Bidder / Offeror / Contractor.

Failure to report GenAI to the State may void any resulting contract. The State reserves its right to seek any and all relief it may be entitled to as a result of such non-disclosure.

Upon receipt of a Bidder / Offeror / Contractor Generative Artificial Intelligence (GenAI) Reporting and Factsheet, STD 1000, 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.

Bidder Name: _____

Required Attachment 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 CDSS. For your bid to be responsive, all required attachments must be submitted. This checklist must be returned with your bid package.

<u>Attachment</u>	<u>Attachment Name/Description</u>
<input type="checkbox"/> Attachment 1	Required Attachment Checklist
<input type="checkbox"/> Attachment 2	Minimum Qualifications Certification
<input type="checkbox"/> Attachment 3	Bid/Bidder Certification Sheet
<input type="checkbox"/> Attachment 4	Rate Sheet
<input type="checkbox"/> Attachment 5	Bidder References
<input type="checkbox"/> Attachment 6	Subcontractor References <i>(if applicable)</i>
<input type="checkbox"/> Attachment 7	Bidder Declaration, GSPD-05-105
<input type="checkbox"/> Attachment 8	DVBE Declarations, DGS PD 843 <i>(if applicable)</i>
<input type="checkbox"/> Attachment 9	DVBE Subcontractor Agreement <i>(if applicable)</i>
<input type="checkbox"/> Attachment 10	Commercially Useful Function Evaluation Form <i>(if applicable)</i>
<input type="checkbox"/> Attachment 11	Darfur Contracting Act Certification, DGS PD 1, <i>(if applicable)</i>
<input type="checkbox"/> Attachment 12	Iran Contracting Act Verification Form, DGS PD 3
<input type="checkbox"/> Attachment 13	California Civil Rights Laws Attachment, DGS OLS 04
<input type="checkbox"/> Attachment 14	Contractor Certification Clause, CCC 04/2017
<input type="checkbox"/> Attachment 15	Generative Artificial Intelligence (GenAI) Disclosure & Fact Sheet, STD 1000
<input type="checkbox"/> Attachment 16	Payee Data Record, STD 204

Additional documentation:

- ☐ A business license from city/county which Bidder shall be performing business. All businesses based in unincorporated areas are required to submit signed proof of “exempted” business license status from the city or county, if applicable.
- ☐ Peace Officer Standards and Training (POST) 32-Hour Background Investigation Course Certificate

Minimum Qualifications Certification

As required in the IFB, Bidder must complete and return this Certification, along with written evidence of how each qualification is met. All required fields must be completed to satisfy this requirement. Additional rows may be added, if necessary.

Evidence of Minimum Qualifications:

A. Provide evidence of satisfaction of Minimum Qualification B.1 by completing the table below. All requested fields must be completed in order to satisfy this Minimum Qualification.

1. As of the final date for bid submission, Bidder must have a minimum three (3) years of continuous experience with a California State Agency, or California Public Agency, providing Peace Officer Standards and Training (POST) pre-employment background investigation services as described in Exhibit 2, Sample Agreement, Exhibit A.

Name of CA State or CA Public Entity Served	Brief Description of Service	Years of Experience (MM/YY – MM/YY)

B. Provide evidence of satisfaction of Minimum Qualification B.2 by checking the appropriate box below. All requested fields must be completed in order to satisfy this Minimum Qualification.

1. Bidder must be a legal business entity authorized to do business in the State of California. A business license from the city or county in which the Bidder is headquartered shall be submitted with the bid. All businesses based in unincorporated areas are required to submit signed proof of “exempted” business license status from the city or county, if applicable.

☐ Bidder certifies that they have supplied a business license from the city or county in which they are headquartered/Or submitted signed proof of “exempted” business license status from the city or county if applicable.

C. Provide evidence of satisfaction of Minimum Qualification B. 3 by completing the table below. All requested fields must be completed in order to satisfy this Minimum Qualification.

1. Bidder’s corporation must be in good standing and qualified to conduct business

in California as verified by the [California Secretary of State](#).

SOS Entity File Number	SOS Status

D. Provide evidence of satisfaction of Minimum Qualification B.4 by checking the appropriate box below. All requested fields must be completed in order to satisfy this Minimum Qualification.

1. Bidder shall have their principal place of business located in the United States and all personnel must reside and conduct services within the United States.

☐ Bidder certifies that they have supplied evidence that their principal place of business is located in the United States and agrees that all personnel shall reside and conduct services within the United States

E. Provide evidence of satisfaction of Minimum Qualification B.5 by checking the appropriate box below. All requested fields must be completed in order to satisfy this Minimum Qualification.

1. Bidder must be POST certified to conduct pre-employment backgrounds that are supported by POST and Standards & Training Program for Corrections.

☐ Bidder certifies that they have supplied evidence that they are certified to perform Peace Officer Standards and Training (POST) pre-employment background investigations.

F. Provide evidence of satisfaction of Minimum Qualification B.6 by checking the appropriate box below. All requested fields must be completed in order to satisfy this Minimum Qualification.

1. Bidder must submit certification that every employee of the bidder has completed a certified background investigation course through POST to conduct background investigations.

☐ Bidder certifies that they have supplied documentation that each employee has completed a certified background investigation course through POST to conduct background investigations.

Bidder certifies this response fulfills the minimum qualifications outlined by signing below.

Authorized Signature

Name and Title (Please Print)

Name of Firm

Date

Bid/Bidder Certification Sheet

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

- A. All required attachments are included with this Bid/Bidder Certification Sheet.
- B. I have read and understand the DVBE participation requirements and have included documentation demonstrating that I have met the participation goals if goals are included.
- C. The signature affixed hereon and dated certifies compliance with all the requirements of this bid document. The signature below authorizes the verification of this certification.

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

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

Completion Instructions for Bid/Bidder Certification Sheet

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

Item Numbers	Instructions
1, 2, 2a, 2b, 3a, 3b	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 Veterans Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified to one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to OSDS.

COST WORKSHEET

**Cost Worksheet must be completed and submitted with bid,
or bid will be considered non-responsive**

RATES: For services satisfactorily rendered, upon receipt and approval of the invoice(s), CDSS agrees to pay the Contractor for said services in accordance with the rates specified below*.

POST Pre-Employment Background Investigation Services Per Investigation
\$

Award shall be made to lowest responsive, responsible bidder per Investigation, as identified above, after all applicable participation incentives have been applied.

***The State, at its discretion during the term of the contract, may add funds to complete the identified tasks at the original agreed upon service rates.**

Bidder References

Bidder Name:

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 (3) references for services performed within the last three (3) years which are similar to the scope of work to be performed by the Bidder in this Agreement. All fields must be completed and verifiable.

Note: If Bidder has been awarded a contract greater than \$10,000 with CDSS within the last five (5) years, a reference from that CDSS contract must be utilized as one (1) of the three (3) requested business references.

Reference 1

Name of Firm:

Street Address:

City:

State:

Zip:

Contact Person:

Title:

Contact Email:

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:

Contact Person:

Title:

Contact Email:

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:

Contact Person:

Title:

Contact Email:

Telephone Number:

Dates of Service:

Value or Cost of Service:

Brief Description of Service Provided:

Subcontractor References

Subcontractor Name:

If applicable, submission of this Attachment is mandatory when subcontractor(s) are utilized. For each subcontractor proposed, complete and submit a separate reference sheet per subcontractor. **Failure to complete and return this Attachment with your Bid may cause your Bid to be rejected and deemed nonresponsive.**

List below three (3) references for services performed within the last three (3) years which are similar to the scope of work to be performed by the Subcontractor in this Agreement. All fields must be completed and verifiable.

Note: If proposed Subcontractor has been awarded a contract greater than \$10,000 with CDSS within the last five (5) years, a reference from that CDSS contract must be utilized as one (1) of the three (3) requested business references.

Subcontractor Reference 1

Name of Firm:

Street Address:

City:

State:

Zip:

Contact Person:

Contact Email:

Telephone Number:

Dates of Service:

Value or Cost of Service:

Brief Description of Service Provided:

Subcontractor Reference 2

Name of Firm:

Street Address:

City:

State:

Zip:

Contact Person:

Contact Email:

Telephone Number:

Dates of Service:

Value or Cost of Service:

Brief Description of Service Provided:

Subcontractor Reference 3

Name of Firm:

Street Address:

City:

State:

Zip:

Contact Person:

Contact Email:

Telephone Number:

Dates of Service:

Value or Cost of Service:

Brief Description of Service Provided:

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

a. Identify current California certification(s) (MB, SB, NVSA, DVBE): _____ or None ☐ (If "None," go to Item #2)

b. Will subcontractors be used for this contract? Yes ☐ No ☐ (If yes, indicate the distinct element of work your firm will perform in this contract e.g., list the proposed products produced by your firm, state if your firm owns the transportation vehicles that will deliver the products to the State, identify which solicited services your firm will perform, etc.). Use additional sheets, as necessary.

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

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

Subcontractor Name, Contact Person, Phone Number & Fax Number	Subcontractor Address & Email Address	CA Certification (MB, SB, NVSA, DVBE or None)	Work performed or goods provided for this contract	Corresponding % of bid price	Good Standing?	51% Rental?
					<input type="checkbox"/>	<input type="checkbox"/>
					<input type="checkbox"/>	<input type="checkbox"/>
					<input type="checkbox"/>	<input type="checkbox"/>

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

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)
- Nonprofit Veteran Service Agency (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, NVSA, and/or DVBE must provide a commercially useful function as defined in Military and Veterans Code Section 999 for DVBEs and Government Code Section 14837(d)(4)(A) for small/microbusinesses.

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, NVSA, DVBE or None)—If the subcontractor possesses a current State of California certification(s), verify on this website (www.eprocure.pd.dgs.ca.gov).

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, NVSA, and/or DVBE status

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.

DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONS

DGS PD 843 (Rev. 9/2019)

Formerly STD. 843

Instructions: The disabled veteran (DV) owner(s) and DV manager(s) of the Disabled Veteran Business Enterprise (DVBE) must complete this declaration when a DVBE contractor or subcontractor will provide materials, supplies, services or equipment [Military and Veterans Code Section 999.2]. Violations are misdemeanors and punishable by imprisonment or fine and violators are liable for civil penalties. All signatures are made under penalty of perjury.

SECTION 1

Name of certified DVBE: _____ DVBE Ref. Number: _____

Description (materials/supplies/services/equipment proposed): _____

Solicitation/Contract Number: CDSS SCPRS Ref. Number: _____

(FOR STATE USE ONLY)

SECTION 2**APPLIES TO ALL DVBEs. Check only one box in Section 2 and provide original signatures.**

- ☐ I (we) declare that the DVBE is not a broker or agent, as defined in Military and Veterans Code Section 999.2 (b), of materials, supplies, services or equipment listed above. Also, complete Section 3 below if renting equipment.
- ☐ Pursuant to Military and Veterans Code Section 999.2 (f), I (we) declare that the DVBE is a broker or agent for the principal(s) listed below or on an attached sheet(s). *(Pursuant to Military and Veterans Code 999.2 (e), State funds expended for equipment rented from equipment brokers pursuant to contracts awarded under this section shall not be credited toward the 3-percent DVBE participation goal.)*

All DV owners and managers of the DVBE (attach additional pages with sufficient signature blocks for each person to sign):

(Printed Name of DV Owner/Manager) (Signature of DV Owner/ Manager) (Date Signed)_____
(Printed Name of DV Owner/Manager) (Signature of DV Owner/Manager) (Date Signed)Firm/Principal for whom the DVBE is acting as a broker or agent: _____
(If more than one firm, list on extra sheets.) (Print or Type Name)

Firm/Principal Phone: _____ Address: _____

SECTION 3**APPLIES TO ALL DVBEs THAT RENT EQUIPMENT AND DECLARE THE DVBE IS NOT A BROKER.**

- ☐ Pursuant to Military and Veterans Code Section 999.2 (c), (d) and (g), I am (we are) the DV(s) with at least 51% ownership of the DVBE, or a DV manager(s) of the DVBE. The DVBE maintains certification requirements in accordance with Military and Veterans Code Section 999 et. seq.
- ☐ The undersigned owner(s) own(s) at least 51% of the quantity and value of each piece of equipment that will be rented for use in the contract identified above. I (we), the DV owners of the equipment, have submitted to the administering agency my (our) personal federal tax return(s) at time of certification and annually thereafter as defined in *Military and Veterans Code 999.2*, subsections (c) and (g). *Failure by the disabled veteran equipment owner(s) to submit their personal federal tax return(s) to the administering agency as defined in Military and Veterans Code 999.2, subsections (c) and (g), will result in the DVBE being deemed an equipment broker.*

Disabled Veteran Owner(s) of the DVBE (attach additional pages with signature blocks for each person to sign):

(Printed Name) (Signature) (Date Signed)_____
(Address of Owner) (Telephone) (Tax Identification Number of Owner)

Disabled Veteran Manager(s) of the DVBE (attach additional pages with sufficient signature blocks for each person to sign):

(Printed Name of DV Manager) (Signature of DV Manager) (Date Signed)

Page ____ of ____

PRINT**CLEAR**

DVBE Subcontractor Agreement

Part A: Named Parties

This Agreement is entered into between Contractor, _____, hereinafter referred to as *Bidder*, and Disabled Veteran Business Enterprise (DVBE) subcontractor, _____ hereinafter referred to as *Subcontractor*, on _____, consisting of the following conditions:

1. Bidder has bid or intends to bid on a solicitation issued by the State of California, Department of Social Services, hereinafter referred to as *CDSS*. The CDSS will enter into a contract (the primary agreement) with the Bidder if the Bidder is awarded the contract.
2. Bidder has proposed the Subcontractor as a DVBE subcontractor in the bid; and Bidder intends to employ the subcontractor to perform certain work or services under the primary agreement if the Bidder is awarded the CDSS contract.
3. Subcontractor intends to provide certain work or services or products/goods under the primary agreement if the contract is awarded to the Bidder.

Part B:

CDSS requires the Bidder to provide, prior to the contract award, a written agreement signed by the Bidder and each DVBE subcontractor proposed by the Bidder in the bid submitted to CDSS, to include certain terms and conditions specified below. These written agreements shall become null and void if the Bidder is not awarded a contract as result of this bid invitation.

Bidder and the Subcontractor agree that, in the event CDSS awards the primary agreement to the Bidder, the Bidder will employ the Subcontractor to provide goods and/or services in accordance with the following terms and conditions:

1. The term of this Agreement is: _____ to _____. The parties estimate that the goods and/or services will be provided/performed by the Subcontractor within the contract term.
2. The parties estimate that the goods and/or services will be provided/performed by the Subcontractor commencing on: _____ and completed by _____.
3. The rate and conditions of payment by the Bidder to the Subcontractor are: _____.
4. The percentage of the entire primary contract to be awarded to the Subcontractor is _____%. (Must commit to at least 3% of the entire bid amount unless otherwise specified within the solicitation.)
5. Description of services and/or goods to be performed/supplied by the Subcontractor:

This Agreement has been executed by the parties identified below:

Bidder's Company Name:

By (Authorized Signature):

Printed Name and Title of Person Signing:

Subcontractor's Company Name:

By (Authorized Signature):

Printed Name and Title of Person Signing:

DVBE Program Requirements Supplier Checklist

Please do not submit this checklist with your bid. It is provided for your use only.
Checking every box of your elected compliance option does not guarantee that your bid will be evaluated compliant.

Item

- ☐ Bidder Declaration, GSPD-05-105 and Subcontractor/Supplier List included with bid.
- ☐ DVBE Declarations, DGS PD 843 included with bid (Note: This is only applicable if you are Certified DVBE bidder).
- ☐ Attached completed DVBE Subcontractor Agreement(s) (Note: If you are a certified DVBE bidder this is only applicable if you intend to utilize a DVBE subcontractor).
- ☐ Listed at least one California certified DVBE subcontractor.
- ☐ Checked the box(es) for "Yes."
- ☐ Listed specific goods and/or services DVBE(s) agrees to provide.
- ☐ Proposed DVBE contract performance is a "commercially useful function" relevant to the contract.
- ☐ Listed the percentage of contract for the DVBE's participation.
- ☐ Proposed DVBE participation meets the 3% requirement (unless a different percentage is specified).
- ☐ Provided proof of DVBE certification for each DVBE identified via a printout from the DGS/OSDS website.

COMMERCIALLY USEFUL FUNCTION EVALUATION FORM
(rev. 10/14)

Supplier Name: _____

On January 1, 2004, Chapter 623, Statutes of 2003, became effective and requires all Small Businesses, Micro-Businesses and Disabled Veteran Business Enterprises to perform a “commercially useful function” in any contract they perform for the State.

Per GC 14837, Section 1: A business that is performing a commercially useful function is one that does **ALL** of the following:

- 1) Is responsible for execution of a distinct element of the work of the contract.
- 2) Carries out its obligation by actually performing, managing, or supervising the work involved.
- 3) Performs work that is normal for its business, services and function
- 4) Is responsible, with respect to products, inventories, materials, and supplies required for the contract, for negotiating price, determining quality and quantity, ordering, installing, if applicable, and making payment.
- 5) Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.

Note: A contractor, subcontractor, or supplier **will not** be considered to perform a commercially useful function if the contractor's, subcontractor's, or supplier's role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of small business or microbusiness participation.

Supplier's Certification:

I certify that my company meets all five of the criteria listed above.

Authorized Representative_____
Date*Buyers Certification:*

Buyer has determined that a CUF will be performed by this supplier.

Buyer/Cardholder's printed name_____
Date

DARFUR CONTRACTING ACT CERTIFICATION

DGS PD 1 (Rev. 12/19)

Public Contract Code Sections 10475 -10481 applies to any company that currently or within the previous three years has had business activities or other operations outside of the United States. For such a company to bid on or submit a proposal for a State of California contract, the company must certify that it is either a) not a scrutinized company; or b) a scrutinized company that has been granted permission by the Department of General Services to submit a proposal.

If your company has not, within the previous three years, had any business activities or other operations outside of the United States, you do **not** need to complete this form.

OPTION #1 - CERTIFICATION

If your company, within the previous three years, has had business activities or other operations outside of the United States, in order to be eligible to submit a bid or proposal, please insert your company name and Federal ID Number and complete the certification below.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that a) the prospective proposer/bidder named below is **not** a scrutinized company per Public Contract Code 10476; and b) I am duly authorized to legally bind the prospective proposer/bidder named below. This certification is made under the laws of the State of California.

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

OPTION #2 – WRITTEN PERMISSION FROM DGS

Pursuant to Public Contract Code Section 10477(b), the Director of the Department of General Services may permit a scrutinized company, on a case-by-case basis, to bid on or submit a proposal for a contract with a state agency for goods or services, if it is in the best interests of the state. If you are a scrutinized company that has obtained written permission from the DGS to submit a bid or proposal, complete the information below.

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 to submit a bid or proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.

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

(Public Contract Code sections 2202-2208)

Prior to bidding on, submitting a proposal or executing a contract or renewal for a State of California contract for goods or services of \$1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d). The DGS list of entities prohibited from contracting with public entities in California per the Iranian Contracting Act, 2010, can be found at:

[Department of General Services Procurement Division Iran Contracting Act List](http://www.documents.dgs.ca.gov/PD/poliproc/Iran%20Contracting%20Act%20List.pdf)

(<http://www.documents.dgs.ca.gov/PD/poliproc/Iran%20Contracting%20Act%20List.pdf>)

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

OPTION #1 - CERTIFICATION

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

<i>Vendor Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	<i>Date</i>
<i>Printed Name and Title of Person Signing</i>	

OPTION #2 – EXEMPTION

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

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

<i>Vendor Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	<i>Date</i>
<i>Printed Name and Title of Person Signing</i>	

STATE OF CALIFORNIA
CALIFORNIA CIVIL RIGHTS LAWS ATTACHMENT
DGS OLS 04 (Rev. 01/17)

DEPARTMENT OF GENERAL SERVICES
OFFICE OF LEGAL SERVICES

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

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

CERTIFICATION

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

Proposer/Bidder Firm Name (Printed)	Federal ID Number
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Executed in the County of	Executed in the State of
Date Executed	

Contractor Certification Clause

CCC 04/2017

CERTIFICATION

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

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

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

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

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

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

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

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

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

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

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

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

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §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. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. 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.)

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

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

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

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

Generative Artificial Intelligence (GenAI) Disclosure & Factsheet

Bidder/Offer Information

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

GenAI Disclosure & Factsheet

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

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

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

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

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

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

Signature

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

GenAI Disclosure & Factsheet Definitions

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

1. Model Name, Version & Number of Parameters:

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

2. Model Owner

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

3. Overview:

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

4. Purpose:

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

5. Intended Domain:

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

6. Training Data:

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

7. Model Information:

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

8. Inputs and Outputs:

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

9. Performance Metrics:

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

GENAI DISCLOSURE & FACTSHEET

STD 1000 (NEW 01/2024)

10. Optimal Conditions:

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

11. Poor Conditions:

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

12. Bias:

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

13. Test Data:

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

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)

[Print Form](#)[Reset Form](#)

IFB 24-3044

Attachment 16

California Department of Social Services Page 1 of 2

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**

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)

STD 204 (Rev. 03/2021)

GENERAL INSTRUCTIONS

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

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

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

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

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

Section 1 – Payee Information

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

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

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

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

Section 2 – Entity Type

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

Section 3 – Tax Identification Number

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

Section 4 – Payee Residency Status**Are you a California resident or nonresident?**

- A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.
- A partnership is considered a resident partnership if it has a permanent place of business in California.
- An estate is a resident if the decedent was a California resident at time of death.
- A trust is a resident if at least one trustee is a California resident.
 - 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.

CALIFORNIA DISABLED VETERAN BUSINESS ENTERPRISE (DVBE)**PROGRAM REQUIREMENTS**

(Revision Date 1-2022)

PLEASE READ THE REQUIREMENTS AND INSTRUCTIONS CAREFULLY BEFORE YOU BEGIN.

AUTHORITY

The Disabled Veteran Business Enterprise (DVBE) Participation Goal Program for State contracts is established in Public Contract Code (PCC), §10115 et seq., Military and Veterans Code (MVC), §999 et seq., and California Code of Regulations (CCR), Title 2, §1896.61 et seq.

DVBE PARTICIPATION

The minimum percentage of DVBE participation is **3%** for this solicitation *unless* another percentage is specified in the solicitation, or the solicitation is exempt from DVBE participation.

DVBE INCENTIVE

An incentive will be given to bidders who provide DVBE participation, *unless* stated elsewhere in the solicitation the DVBE Incentive has been exempted.

INTRODUCTION

The bidder must complete the identified form(s) and fully document that the mandatory minimum percent of DVBE participation will be met in order to comply with this solicitation's DVBE program requirement or the bid may be considered non-responsive.

Information submitted by the Bidder to comply with this solicitation's DVBE requirements will be verified by the State. If evidence of an alleged violation is found during the verification process, the State shall initiate an investigation, in accordance with the requirements of PCC §10115, et seq., and MVC §999 et seq., and follow the investigatory procedures required by 2 CCR §1896.91. Contractors found to be in violation of these provisions may be subject to suspension from doing business with the State of California, contract termination, civil penalties, and loss of State certifications.

Only State of California, Office of Small Business and DVBE Services (OSDS), certified Disabled Veteran Business Enterprises (hereafter called "DVBE") who will perform a commercially useful function (CUF) shall be used to satisfy the DVBE requirements. The term "DVBE contractor, subcontractor or supplier" means any person or entity that satisfies the ownership (or management) and control requirements of 2 CCR §1896.81, is certified in accordance with 2 CCR §1896.84, and provides services or goods that contribute to the fulfillment of the contract requirements by performing a commercially useful function as required in MVC §999(B). A certification signed under penalty perjury that the work performed by DVBE subcontractors serves a CUF is required from the bidder per MVC §999.10(a)(3). Bidders must also verify each DVBE subcontractor's certification status with OSDS to ensure DVBE participation eligibility prior to submitting bids. A DVBE that is not certified at the time of award or does not meet and maintain certification cannot count towards an awarding department's 3-percent goal. {MVC §999.5(c)}

COMMERCIALLY USEFUL FUNCTION DEFINITION

As defined in MVC §999(B), a person or an entity is deemed to perform a "commercially useful function" if a person or entity does all of the following:

- Is responsible for the execution of a distinct element of the work of the contract.
- Carries out the obligation by actually performing, managing, or supervising the work involved.
- Performs work that is normal for its business services and functions.
- Is responsible, with respect to products, inventories, materials, and supplies required for the contract, for negotiating price, determining quality and quantity, ordering, installing, if applicable, and making payment.
- Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.

**CALIFORNIA DISABLED VETERAN BUSINESS ENTERPRISE (DVBE)
PROGRAM REQUIREMENTS
(Revision Date 1-2022)**

A contractor, subcontractor, or supplier will not be considered to perform a "commercially useful function" if the contractor's, subcontractor's, or supplier's role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of disabled veteran business enterprise participation.

DVBE SUBSTITUTION

Bidders must use the DVBE subcontractors or suppliers proposed in the bid. Any substitutions must be requested in writing to the awarding department and approved by both the awarding department and OSDS in writing prior to the commencement of any work by the proposed DVBE. The substitution must be to perform the same work and shall maintain the minimum level of DVBE participation stated in original bid. {MVC §999.5(g)}

DVBE SUBCONTRACTOR REPORTING

Bidders awarded a contract with a commitment to use DVBE subcontractors must certify, upon completion of contract, that all payments have been made to the DVBE subcontractors by submitting the Prime Contractor's - DVBE Subcontracting Report (STD 817). For such contracts awarded on or after January 1, 2021, the department will withhold \$10,000 from the final payment, or the full payment if the final payment is less than \$10,000 from prime contractors, until the complete and accurate STD 817 is received. Failure to submit this certification after given the opportunity to cure, will result in the department permanently deducting \$10,000 from the final payment or the full payment if less than \$10,000. {MVC §999.7}

Prime contractor shall provide proof of payments made to DVBE subcontractors at the request of the department. The department shall keep all information provided by the prime contractor regarding the DVBE program requirements in the procurement file for six years. {MVC §999.55}

PLEASE READ ALL INSTRUCTIONS CAREFULLY

These instructions contain information about the DVBE program requirements, bidder responsibilities, and the DVBE Bid Incentive. Bidders are responsible for thorough review and compliance with these instructions.

To meet the DVBE program requirements, bidders must complete and fully document compliance with the following:

PARTICIPATION COMMITMENT

Bidders must commit to meet or exceed the DVBE participation requirement in this solicitation by either Method A1 (bidder is a California certified DVBE) or A2 (bidder is not a California certified DVBE). Bidders must document DVBE participation commitment by completing and submitting all forms and documentation necessary to support meeting CUF. Forms include the Bidder Declaration (DGS PD-05-105) and (DGS PD 843) DVBE Declarations located elsewhere in the solicitation, the Confirmation Letter/Form and Certification of CUF Compliance (MVC 999.10(a)(3)) as described below, and any other requested documentation. Failure to complete and submit the required form(s) as instructed will render the bid non-responsive.

METHOD A1. CERTIFIED DVBE BIDDER:

- a. Commit to perform the participation goal percentage of the contract bid amount with its own resources or in combination with another DVBE(s).
- b. Document DVBE participation on the Bidder Declaration DGS PD-05-105 for the Prime and all subcontractors (any person, firm, corporation that will participate in fulfilling any part of the contract.).
- c. Submit a signed certification under penalty of perjury that the work performed by each DVBE subcontractor listed on the contract is CUF compliant.
- d. Submit a written Confirmation Letter/Form from each DVBE subcontractor identified on the Bidder

CALIFORNIA DISABLED VETERAN BUSINESS ENTERPRISE (DVBE)**PROGRAM REQUIREMENTS**

(Revision Date 1-2022)

Declaration. The written confirmation must include the solicitation number and be signed by the Bidder and the DVBE subcontractor(s). The written confirmation shall include, but is not limited to, the DVBE scope of work, work to be performed by the DVBE, term of intended subcontract with the DVBE, anticipated dates the DVBE will perform required work, rate and conditions of payment and total amount to be paid to the DVBE. Failure to submit signed confirmations with the bid may render the bid non-responsive. If further verification is necessary, the State will obtain additional information to verify compliance with the above requirements.

- e. DGS PD 843 DVBE Declarations form for all DVBE participants (prime or sub).

METHOD A2. NON-DVBE BIDDER:

- a. Commit to using DVBE(s) to perform the participation goal percentage of the contract bid amount.
- b. Document DVBE participation on the Bidder Declaration DGS PD-05-105.
- c. Submit a signed certification under penalty of perjury that the work performed by each DVBE subcontractor listed on the contract is CUF compliant.
- d. Submit a written Confirmation Letter/form from each DVBE subcontractor identified on the Bidder Declaration. The written confirmation must include the solicitation number and be signed by the Bidder and the DVBE subcontractor(s). The written confirmation shall include, but is not limited to, the DVBE scope of work, work to be performed by the DVBE, term of intended subcontract with the DVBE, anticipated dates the DVBE will perform required work, rate and conditions of payment and total amount to be paid to the DVBE. Failure to submit signed confirmations with the bid may render the bid non-responsive. If further verification is necessary, the State will obtain additional information to verify compliance with the above requirements.
- e. DGS PD 843 DVBE Declarations form for all DVBE participants (prime or sub).

DVBE BID INCENTIVE

Unless stated elsewhere in the solicitation that the DVBE incentive has been waived, in accordance with Section 999.5(a) of the Military and Veterans Code an incentive will be given to bidders who provide DVBE participation. For evaluation purposes only, the State shall apply an incentive to bids that propose California certified DVBE participation as identified on the Bidder Declaration DGS PD-05-105, (located elsewhere within the solicitation document) and confirmed by the State. The incentive amount for awards based on low price will vary in conjunction with the percentage of DVBE participation. Unless a table that replaces the one below has been expressly established elsewhere within the solicitation, the following percentages will apply for awards based on low price.

Confirmed DVBE Participation of:	DVBE Incentive:
5% or Over	5%
4% to 4.99% inclusive	4%
3% to 3.99% inclusive	3%

As applicable: (1) Awards based on low price - the net bid price of responsive bids will be reduced (for evaluation purposes only) by the amount of DVBE incentive as applied to the lowest responsive net bid price. If the #1 ranked responsive, responsible bid is a California certified small business, the only bidders eligible for the incentive will be California certified small businesses. The incentive adjustment for awards based on low price cannot exceed 5% or \$100,000, whichever is less, of the #1 ranked net bid price. When used in combination with a preference adjustment, the cumulative adjustment amount cannot exceed \$100,000.

(2) Awards based on highest score - the solicitation shall include an individual requirement that identifies incentive points for DVBE participation.

CALIFORNIA DISABLED VETERAN BUSINESS ENTERPRISE (DVBE)**PROGRAM REQUIREMENTS**

(Revision Date 1-2022)

RESOURCES AND INFORMATION TO LOCATE DVBE SUPPLIERS**AWARDING DEPARTMENT**

For questions regarding bid documentation requirements, **contact the contracting official at the awarding department for this solicitation.** The contracting official may be able to provide information regarding any DVBE suppliers who may have identified themselves as potential subcontractors and to obtain suggestions for search criteria to possibly identify DVBE suppliers for the solicitation. These referral organizations provide services for a fee. To obtain a list of referral organizations, please select:

- ☐ [DVBE Focus-Trade Paper Listing](#) ☐ [DVBE Referral Organizations Listing](#)

DGS-PD OFFICE OF SMALL BUSINESS AND DVBE SERVICES (OSDS)

The department's Small Business (SB/DVBE) Advocate can also provide assistance with identifying DVBEs. For a directory of SB/DVBE Advocates for each department go to: [SB/DVBE Advocates Directory](#).

For assistance with this directory, contact Department of General Services, Procurement Division (DGS-PD), Business Outreach Program at Advocate@dgs.ca.gov.

For assistance with SB/DVBE Search, Certification Applications and Information, Certification Information, Certification Status or Concerns and General DVBE Program info you may use any of the following methods:

From 8am - 5pm Monday-Friday: Call OSDS at (916) 375-4940 or visit the Website: [SB/DVBE Certification](#) or E-mail: OSDSHelp@dgs.ca.gov.

DGS PD E-PROCUREMENT

Access the list of all certified DVBEs by using the Department of General Services, Procurement Division (DGS-PD), online certified firm database at www.caleprocure.ca.gov. To begin your search, click on "Quicklinks" and then click on "[Find Certified Firms \(SB/DVBE\)](#)." Search by one "Keyword" or "United Nations Standard Products and Services Code" (UNSPSC) at a time that apply to the elements of work you want to subcontract.

Check for subcontractor ads that may be placed on the California State Contracts Register (CSCR) for this solicitation prior to the closing date. You may access the CSCR at: www.caleprocure.ca.gov then click on Find Public Procurement Information. For questions regarding the CSCR, please call 916-375-2000 or send an email to eprocure@dgs.ca.gov.

For eProcurement Training Modules including the Small Business SB/DVBE Search, click on "Help" then on the question "Is training available?" and then click Access Training.

FEDERAL

Search the U.S. Small Business Administration's (SBA) System For Award Management (www.SAM.gov) on-line database to identify potential DVBEs. First time users should click on the "Search" for detailed instructions. Remember to verify each firm's status as a *California* certified DVBE.

SCO ID: Exhibit 2 - Sample Agreement

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER
To Be Determined

PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

California Department of Social Services

CONTRACTOR NAME

To Be Determined (TBD)

2. The term of this Agreement is:

START DATE

September 1, 2024 or upon approval of the State, whichever is later

THROUGH END DATE

June 30, 2027

3. The maximum amount of this Agreement is:

\$ TBD

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	TBD
Exhibit B	Budget Detail and Payment Provisions	TBD
Exhibit C *	General Terms and Conditions	TBD
+ - Exhibit D	Special Terms and Conditions	TBD
+ - Exhibit E	Additional Provisions	TBD
+ - Exhibit E - Attachment 1	CDSS Confidentiality and Information Security Requirements Contractor/Entity - v 2022 01	TBD

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

To Be Determined

CONTRACTOR BUSINESS ADDRESS

CITY

STATE

ZIP

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

SCO ID: Exhibit 2 - Sample Agreement

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER To Be Determined	PURCHASING AUTHORITY NUMBER (If Applicable)
--------------------------------------	---

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Social Services

CONTRACTING AGENCY ADDRESS

744 P Street, M.S. 9-6-747

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

To Be Determined

TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

TBD

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

A. Introduction and Background

The California Department of Social Services (CDSS), Community Care Licensing Division (CCLD) is responsible for conducting background investigations for potential peace officer applicants. The Investigations Branch (IB) requires assistance in conducting sworn background investigations to certify that the peace officer candidates meet the requirements of Government Code Section 1031.

B. Contractor Responsibilities

The Contractor shall:

1. Provide standard Peace Officer Standards and Training (POST) pre-employment background investigation services for sworn peace officer candidates of the CDSS.
2. Be POST certified to conduct pre-employment backgrounds that are supported by POST and Standards & Training Program for Corrections (STC).
3. Ensure every employee of the Contractor completes a certified background investigation course through POST to conduct background investigations and must attend updated course as needed. Each employee shall attend in house training to ensure knowledge of legal issues and updates. Additionally, vendor personnel shall adhere to published POST bulletins which include updates from the California Department of Justice.
4. Have three (3) years of continuous experience with a California State Agency, or California Public Agency, providing POST pre-employment background investigation services.
5. Prepare a complete and thorough written report on each candidate. Submit a written Background Investigation Report using POST standards, no more than forty-five (45) calendar days from when the candidate's personal history form is received by the Contractor barring any serious and unforeseen circumstance(s). The Contractor shall submit written Background Investigation Reports and an invoice briefly describing the services rendered for each candidate..
6. Immediately notify CDSS and commence communication if during the course of an applicant's background investigation, the Contractor finds information which would exclude a candidate from Peace Officer status. After notifying CDSS, immediately pause its investigation until CDSS provides further instruction.

EXHIBIT A
(Standard Agreement)

- a. In the event IB terminates any further investigations on a background within the first eight hours of work, the fee/rate shall be reduced by no less than 25%.
 - b. If the background is terminated after the first eight hours the full rate shall apply.
7. **Contractor Warranties.** The Federal taxpayer I.D. number of the Contractor is TBD. The Contractor is licensed to perform the agreed upon services enumerated herein and covenants that it maintains all valid licenses, insurance, permits, and restrictions to perform same and on behalf of its employees and subagents.
8. **Competent Work.** All work shall be done in a competent fashion in accordance with applicable standards of the profession.
9. **Representations.** The Contractor shall make no representations, warranties, or commitments binding the CDSS.
10. **Confidentiality.** In the course of performing services, the parties recognize that the Contractor may come in contact with or become familiar with information which the CDSS or its affiliates or subsidiaries may consider confidential, including information pertaining to applicants/candidates. The Contractor shall keep all such information confidential and not to discuss or divulge any of it to anyone other than Project Representative of the CDSS.
11. **Notice.** Any notice or communication permitted or required by this Agreement shall be deemed effective when personally delivered or deposited, postage prepaid, by first-class regular mail, addressed to the other party's business address or via email to the Project Representative listed on page 3 of the Scope of Work.
12. In the event the Contractor is unable to perform the services contracted for as to quality, quantity, or for any reason violates the specifications set forth in this contract, such action shall immediately null and void this Agreement.
13. In the event the Contractor fails to complete the background within the forty-five (45) calendar days, as described in section 2, damage shall be sustained by CDSS. Therefore, the parties agree that the Contractor shall pay CDSS a late fee of \$1,000 per occurrence. Such penalties shall be deducted by CDSS from amounts owed by CDSS to the Contractor. Additionally, if the Contractor fails to complete the background within the forty-five (45) calendar days as described in

EXHIBIT A
(Standard Agreement)

section 2, the parties agree that the Contractor shall pay CDSS a 10% reduction for each day the report is late. Such penalties shall be deducted by CDSS from amounts owed by CDSS to the Contractor.

C. CDSS Responsibilities

The CDSS Shall:

1. Provide Applicant's/Candidates personal history statement, job description, credit report, Soundex or photograph of the Applicant/Candidate, California (CA) Department of Motor Vehicle printout, documentation of clearance through the CA Department of Justice (DOJ) criminal history, and documentation of fingerprint clearance through live scan or original fingerprint card (JUS 107) and firearms clearance through the CA DOJ.
2. All printing shall be sent to the California Department of General Services, Office of State Publishing (OSP). It is the responsibility of the CDSS Project Representative to obtain an exemption from OSP to competitively bid out any and all printing listed within this Agreement.

D. Project Representatives

The Project Representatives during the term of this Agreement shall be:

CDSS
TBD

Contractor
TBD

The Project Representative may be changed by providing written notice to the other party within five (5) business days of the change. Said change shall not require an amendment to this Agreement.

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

A. Invoicing and Payment

1. The maximum amount payable under this Agreement shall not exceed \$To be determined (TBD). Shown below are the amounts that cannot be exceeded for each of the fiscal year(s):

2024/25	\$TBD
2025/26	\$TBD
2026/27	\$TBD

2. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), CDSS agrees to pay the Contractor for said services in accordance with the rates specified below:

POST Pre-Employment Background Investigation Services Per Investigation
\$ TBD

3. Invoices shall include the Agreement Number TBD and Reporting Structure TBD and shall be submitted not more frequently than monthly in arrears to:

California Department of Social Services
TBD

Any invoices submitted without the above referenced information may be returned to the Contractor for further re-processing.

B. State Budget Contingency Clause

1. 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, CDSS shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
2. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, CDSS shall have the option to either cancel this Agreement with

EXHIBIT B
(Standard Agreement)

no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

C. For Contract with Federal Funds

1. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of Congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.
2. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the term of this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms, or funding of this Agreement in any manner.
3. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
4. CDSS has the option to invalidate the Agreement under the 30-day cancellation clause or to amend the Agreement to reflect any reduction of funds.

D. 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.

E. Review

CDSS reserves the right to review service levels and billing procedures as they impact charges against this Agreement.

F. Final Billing

Invoices for services must be received by CDSS within 90 days following each state fiscal year, or 90 days following the end of the contract term, whichever comes first. The final invoice must include the statement "Final Billing."

G. Nonresident Tax Withholdings

Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California shall have seven percent of their total

EXHIBIT B
(Standard Agreement)

payments withheld for state income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.

**EXHIBIT D
(Standard Agreement)**

SPECIAL TERMS AND CONDITIONS

A. Dispute Provisions

1. If Contractor disputes a decision of the State's Project Representative regarding the performance of this Agreement or on other issues for which the Project Representative is authorized by this Agreement to make a binding decision, Contractor shall provide written dispute notice to the State's Project Representative within 15 calendar days after the date of the action. The written dispute notice shall contain the following information:
 - a. the decision under dispute;
 - b. the reason(s) Contractor believes the decision of the State's Project Representative to have been in error (if applicable, reference pertinent contract provisions);
 - c. identification of all documents and substance of all oral communication which support Contractor's position; and
 - d. the dollar amount in dispute, if applicable.
2. Upon receipt of the written dispute notice, the State program management will examine the matter and issue a written decision to Contractor within 15 calendar days. The decision of State program management shall contain the following information:
 - a. a description of the dispute;
 - b. a reference to pertinent contract provisions, if applicable;
 - c. a statement of the factual areas of agreement or disagreement; and
 - d. a statement of the representative's decision with supporting rationale.
3. The decision of the State program management shall be final unless, within 30 calendar days from the date of receipt of the decision, Contractor files with the California Department of Social Services a notice of appeal addressed to:

California Department of Social Services
744 P Street, M.S. 9-6-747
Sacramento, CA 95814
Attention: Chief, Contracts and Procurement Services Branch

Pending resolution of any dispute, Contractor shall diligently continue all contract work and comply with all of the Project Representative's orders and directions.

EXHIBIT D
(Standard Agreement)

B. Termination Without Cause

This Agreement may be terminated without cause by the State upon 30 days written notice to Contractor.

C. Debarment and Suspension

For federally funded agreements, Contractor certifies that to the best of their knowledge and belief that they and their principals or affiliates or any subcontractor utilized under this Agreement, are not debarred or suspended from federal financial assistance programs and activities, nor proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also certifies that it or any of its subcontractors are not listed with any active exclusions on the System for Award Management (<http://www.sam.gov>) (Executive Order 12549, 2 C.F.R. Parts 180, 376, 417 and 2336).

D. Certification Regarding Lobbying

The following provisions are applicable to Cooperative Agreements and Contracts exceeding \$100,000 in federal funds:

1. For agreements with contractors who are State entities not under the authority of the Governor, or cities, private firms, or agencies which are receiving in excess of \$100,000 in federal funds from CDSS to perform services. By signing this Agreement, Contractor certifies that to the best of their knowledge and belief, that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a federal contract, the making of a federal grant, the making of a federal loan, the entering into of a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal grant or agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

EXHIBIT D
(Standard Agreement)

- c. Contractor shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.
2. This certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of no less than \$10,000 and not more than \$100,000 for each such failure.
3. Nonprofit organizations and Institutes of Higher Education are also required to comply with the lobbying provisions contained in 2 C.F.R. section 200.450 and 45 C.F.R. section 75.450.

E. Unruh Civil Rights Act and the Fair Employment & Housing Act

By entering into this Agreement, Contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and if Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act or the Fair Employment and Housing Act.

F. Computer Software Copyrights

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

G. OMB Audit

Pursuant to Office of Management and Budget (OMB) audit requirement regulations (2 C.F.R. § 200.501), non-federal entities that expend \$750,000 or more in a year in federal awards from all sources combined shall have a single or program-specific audit conducted for that year in accordance with the provisions of 2 C.F.R. section 200.514 (previously OMB Circular A-133). All OMB audit reports shall meet the report submission requirements established in 2 C.F.R. section 200.512 and a copy shall be forwarded to CDSS.

EXHIBIT D
(Standard Agreement)

H. Subcontractors

The following provision is applicable to agreements in which the Contractor subcontracts out a portion of the work performed under this Agreement:

Contractor may enter into subcontracts for the services to be performed at Contractor's expense, provided such subcontracts are consistent with this Agreement. Nothing contained in this Agreement or otherwise shall create any contractual relationship between CDSS and any subcontractors, and no subcontractor shall relieve Contractor of its responsibilities and obligations hereunder. Contractor agrees to be fully responsible to CDSS 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 Contractor. Contractor's obligation to pay its subcontractors is an independent obligation from the obligation of CDSS to make payments to Contractor. As a result, CDSS shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor. Contractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by CDSS, make copies available for approval, inspection, or audit. Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement and shall, as applicable, advise all subcontractors of their obligations to comply with the terms of the Agreement between CDSS and Contractor.

I. Indirect Costs/Administrative Overhead

Where allowed and identified in this Agreement, Contractor may claim indirect costs. Indirect costs are expenses incurred for administrative services such as, but not limited to, accounting; personnel and payroll administration; accounts payable services; general and specialized insurance coverage; compliance and regulatory monitoring; independent audit services; and legal services. Indirect costs are applied to personnel, operating expenses, supplies, equipment, and travel expenses. Contractor shall ensure that all administrative fees are reasonable considering the services being provided. Contractor may only pay overhead charges on the first \$25,000 of each subcontract. Any subcontractor receiving \$25,000 or more must be clearly identified in the budget display and excluded when the total indirect costs are calculated. Line-item budget shifts which increase the indirect costs shall not be allowed.

J. Accessibility Requirements

Contractor shall comply with California Government Code sections 7405 and 11135 which requires, among other things, that Contractor shall comply with the accessibility requirements of Section 508 of the Federal Rehabilitation Act of 1973,

EXHIBIT D
(Standard Agreement)

as amended (29 U.S.C. Sec. 794d), and regulations implementing that act as set forth in Part 1194 of Title 36 of the Federal Code of Regulations. All Contractor deliverables shall meet the requirements of the Web Content Accessibility Guidelines 2.0, or a subsequent version, published by the Web Accessibility Initiative of the World Wide Web Consortium at minimum Level AA success criteria. Contractor shall respond to and resolve any complaint regarding accessibility of its products or services that is brought to its attention.

K. Russia – Ukraine Conflict Economic Sanctions

Contractor shall ensure compliance with economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law (collectively, economic sanctions). Economic sanctions include, but are not limited to, refraining from new investments in, and financial transactions with, Russian institutions or companies that are headquartered or have their principal place of business in Russia (Russian entities), and not transferring technology to Russia or Russian entities. Contractor(s) are further notified that they will be subject to additional reporting requirements pursuant to Executive Order (N-6-22) issued on March 4, 2022, and any other subsequently issued orders.

EXHIBIT E
(Standard Agreement)

ADDITIONAL PROVISIONS

A. Agreement Term and Amendment

The date of Agreement approval by the State shall be the governing factor as to the date of commencement. Should performance commence before the Agreement is approved, such services may be considered voluntary. The State may exercise any options to extend and/or amend the Agreement as permitted by the Solicitation.

B. Confidentiality Requirements

Contractor and its employees and agents shall comply with CDSS Confidentiality and Information Security Requirements as described in Exhibit E – Attachment 1.

C. Insurance Requirements

1. Contractor, at their own expense, shall maintain the following insurance coverage:
 - a. Commercial General Liability – Contractor shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with a \$2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability.

The policy shall include California Department of Social Services, State of California, its officers, agents, employees, and guests, as additional insureds, but only with respect to work performed under the Agreement.

This endorsement shall be supplied under form acceptable to the Office of Risk and Insurance Management. In the case of Contractor's utilization of subcontractors to complete the contracted scope of work, Contractor shall include all subcontractors as insureds under Contractor's insurance or supply evidence of insurance to the State equal to policies, coverages, and limits required of Contractor.

- b. Workers' Compensation and Employers Liability – Contractor shall maintain statutory workers' compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Agreement. Employer's liability limits of \$1,000,000 are required.

EXHIBIT E
(Standard Agreement)

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the State. The waiver of subrogation endorsement is to be provided with the certificate of insurance.

- c. Professional Liability – Contractor shall maintain professional liability covering any damages caused by a negligent error, act, or omission with limits of not less than \$1,000,000 per occurrence and \$3,000,000 policy aggregate. The policy's retroactive date shall be shown on the certificate of insurance and shall be before the date this contract was executed or before the beginning of contract work.
2. Certificates evidencing Contractor's insurance coverage shall be filed with CDSS prior to execution of this Agreement.

D. General Provisions Applying to All Insurance Policies

1. Coverage Term – Coverage shall be in force for the complete term of the Agreement. If insurance expires during the term of the Agreement, a new certificate shall be received by the State at least ten (10) days prior to the expiration of the insurance. Any new insurance shall comply with the original terms of the Agreement.
2. Policy Cancellation / Termination & Notice of Non-Renewal – Contractor shall provide to the State within five (5) business days a copy of any notice of Cancellation/Termination or Non-renewal received by Contractor for any required insurance policies. In the event Contractor fails to keep the insurance coverage required by this Agreement in effect at all times, the State may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event, subject to the provisions of this Agreement.
3. Deductible – Contractor is responsible for any deductible or self-insured retention contained within their insurance program.
4. Primary Clause – Any required insurance contained in this Agreement shall be primary, and not excess or contributory, to any other insurance carried by the State.
5. Insurance Carrier Required Rating – All insurance companies shall carry a rating acceptable to the Office of Risk and Insurance Management. If the Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
6. Endorsements – Any required endorsements requested by the State shall be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.

EXHIBIT E
(Standard Agreement)

7. Inadequate Insurance – Inadequate or lack of insurance does not negate the Contractor's obligations under this Agreement.

E. Certifications and Licenses

Contractor and its employees shall maintain applicable valid and current certifications and/or licenses as required throughout the term of the Agreement. Contractor shall furnish, upon CDSS request, certifications and/or licenses of staff utilized to perform services.

F. Substitution of Subcontractor

Contractor may not substitute any subcontractor without advance written consent of CDSS.

G. Disabled Veteran Business Enterprise Subcontractors

1. If for this Agreement Contractor made a commitment to achieve Disabled Veteran Business Enterprise (DVBE) participation, then Contractor shall within 60 days of receiving final payment under this Agreement (or within such other time period as may be specified elsewhere in this Agreement) certify in a report to the awarding department: (1) the total amount the prime contractor received under the contract; (2) the name and address of the DVBE(s) that participated in the performance of the contract; (3) the amount each DVBE received from the prime contractor; (4) that all payments under the contract have been made to the DVBE(s); and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Military & Veterans Code (M&VC) §999.5(d).)
2. Contractor understands and agrees that should award of this Agreement be based in part on their commitment to use the DVBE subcontractor(s) identified in their bid or offer, per M&VC 999.5(e), a DVBE subcontractor may only be replaced by another DVBE subcontractor and shall be approved by the Department of General Services (DGS). Changes to the scope of work that impact the DVBE subcontractor(s) identified in the bid or offer and approved DVBE substitutions will be documented by contract amendment.
3. Failure of Contractor to seek substitution and adhere to the DVBE participation level identified in the bid or offer may be cause for contract termination, recovery of damages under the rights and remedies due to the State, and penalties as outlined in M&VC §999.9; Public Contract Code (PCC) §10115.10, or PCC §4110 (applies to public works only).

EXHIBIT E
(Standard Agreement)

H. DVBE Subcontractor Invoices

To ensure that DVBE participation is applied correctly, all DVBE subcontractor invoices submitted to the Contractor shall include the Agreement number.

**The California Department of Social Services
Confidentiality and Information Security Requirements
Contractor/Entity - v 2022 01**

This Confidentiality and Information Security Requirements Exhibit (hereinafter referred to as “this Exhibit”) sets forth the information security and privacy requirements Contractor/Entity (hereinafter referred to as “Contractor”) is obligated to follow with respect to all confidential and sensitive information (as defined herein) disclosed to or collected by Contractor, pursuant to Contractor’s Agreement (the “Agreement”) with the California Department of Social Services (hereinafter “CDSS”) in which this Exhibit is incorporated. The CDSS and Contractor desire to protect the privacy and provide for the security of CDSS Confidential, Sensitive, and/or Personal (CSP) Information (hereinafter referred to as “CDSS CSP”) in compliance with state and federal statutes, rules and regulations.

I. Order of Precedence.

With respect to information security and privacy requirements for all CDSS CSP, unless specifically exempted, the terms and conditions of this Exhibit shall take precedence over any conflicting terms or conditions set forth in any other part of the Agreement between Contractor and CDSS.

II. Effect on Lower Tier Transactions.

The terms of this Exhibit shall apply to all lower tier transactions (e.g. agreements, sub-agreements, contracts, subcontracts, and sub-awards, etc.). Contractor shall incorporate the contents of this Exhibit into each lower tier transaction.

III. Confidentiality of Information.

A. DEFINITIONS.

The following definitions apply to this Exhibit and relate to CDSS Confidential, Sensitive, and/or Personal Information.

1. “Confidential Information” is information maintained by the CDSS that is exempt from disclosure under the provisions of the California Public Records Act (Government Codes Sections 7920.000 et seq.) or has restrictions on disclosure in accordance with other applicable state or federal laws.
2. “Sensitive Information” is information maintained by the CDSS, which is not confidential by definition, but requires special precautions to protect it from unauthorized access and/or modification (i.e., financial, or operational information). Sensitive information is information in which the disclosure would jeopardize the integrity of the CDSS (i.e., CDSS’ fiscal resources and operations).
3. “Personal Information” is information, in any medium (paper, electronic, or oral) that identifies or describes an individual (i.e., name, social security number, driver’s license, home/mailling address, telephone number, financial matters with security codes,

medical insurance policy number, Protected Health Information [PHI], etc.) and must be protected from inappropriate access, use or disclosure and must be made accessible to information subjects upon request. It can also be information in the possession of the Department in which the disclosure is limited by law or contractual Agreement (i.e., proprietary information, etc.).

4. "Breach" is
 - a. the unauthorized acquisition, access, use, or disclosure of CDSS CSP in a manner which compromises the security, confidentiality or integrity of the information; or
 - b. the same as the definition of "breach of the security of the system" set forth in California Civil Code section 1798.29(f).
5. "Information Security Incident" is
 - a. unauthorized access or disclosure, modification, or destruction of, or interference with, CDSS CSP that actually or potentially jeopardizes the confidentiality, integrity, or availability of an information system or the information the system processes, stores, or transmits or that constitutes a violation or imminent threat of violation of any state or federal law or in a manner not permitted under the Agreement between Contractor and CDSS, including this Exhibit.

B. CDSS CSP which may become available to Contractor as a result of the implementation of the Agreement shall be protected by Contractor from unauthorized access, use, and disclosure as described in this Exhibit.

C. Contractor is notified that unauthorized disclosure of CDSS CSP may be subject to civil and/or criminal penalties under state and federal law, including but not limited to:

- California Welfare and Institutions Code section 10850
- Information Practices Act - California Civil Code section 1798 et seq.
- Public Records Act - California Government Code section 7920.000 et seq.
- California Penal Code Section 502, 11140-11144, 13301-13303
- Health Insurance Portability and Accountability Act of 1996 ("HIPAA") - 45 CFR Parts 160 and 164
- Safeguarding Information for the Financial Assistance Programs - 45 CFR Part 205.50
- Unemployment Insurance Code section 14013

D. EXCLUSIONS.

"Confidential Information," "Sensitive Information," and "Personal Information" (CDSS CSP) does not include information that

1. is or becomes generally known or available to the public other than because of a breach by Contractor of these confidentiality provisions;

2. already known to Contractor before receipt from CDSS without an obligation of confidentiality owed to CDSS;
3. provided to Contractor from a third party except where Contractor knows, or reasonably should know, that the disclosure constitutes a breach of confidentiality or a wrongful or tortious act; or
4. independently developed by Contractor without reference to the CDSS CSP.

IV. Contractor Responsibilities.

A. Training.

Contractor shall instruct all employees, agents, and subcontractors with access to the CDSS CSP regarding:

1. The confidential nature of the information;
2. The civil and criminal sanctions against unauthorized access, use, or disclosure found in the California Civil Code Section 1798.55, Penal Code Section 502 and other state and federal laws;
3. CDSS procedures for reporting actual or suspected information security incidents in Paragraph V - Information Security Incidents and/or Breaches; and
4. That unauthorized access, use, or disclosure of CDSS CSP is grounds for immediate termination of this Agreement with CDSS and Contractor and may be subject to penalties, both civil and criminal.

B. Use Restrictions.

Contractor shall take the appropriate steps to ensure that their employees, agents, and subcontractors will not intentionally seek out, read, use, or disclose the CDSS CSP other than for the purposes described in the Agreement and to meet its obligations under the Agreement.

C. Disclosure of CDSS CSP.

Contractor shall not disclose any individually identifiable CDSS CSP to any person other than for the purposes described in the Agreement and to meet its obligations under the Agreement.

D. Subpoena.

If Contractor receives a subpoena or other validly issued administrative or judicial notice requesting the disclosure of CDSS CSP, Contractor will immediately notify the CDSS Program Contract Manager and the CDSS Information Security and Privacy Officer. In no event should notification to CDSS occur more than three (3) business days after receipt by Contractor's responsible unit for handling subpoenas and court orders.

E. Information Security Officer.

Contractor shall designate an Information Security Officer to oversee its compliance with this Exhibit and to communicate with CDSS on matters concerning this Exhibit.

F. Requests for CDSS CSP by Third Parties.

Contractor shall promptly transmit to the CDSS Program Contract Manager and the CDSS Information Security and Privacy Officer all requests for disclosure of any CDSS CSP requested by third parties to the Agreement between Contractor and CDSS (except from an Individual for an accounting of disclosures of the individual's personal information pursuant to applicable state or federal law), unless prohibited from doing so by applicable state or federal law.

G. Documentation of Disclosures for Requests for Accounting.

Contractor shall maintain an accurate accounting of all requests for disclosure of CDSS CSP Information and the information necessary to respond to a request for an accounting of disclosures of personal information as required by Civil Code section 1798.25, or any applicable state or federal law.

H. Return or Destruction of CDSS CSP on Expiration or Termination.

Upon expiration or termination of the Agreement between Contractor and CDSS, or upon a date mutually agreed upon by the Parties following expiration or termination, Contractor shall return or destroy the CDSS CSP. If return or destruction is not feasible, Contractor shall provide a written explanation to the CDSS Program Contract Manager and the CDSS Information Security and Privacy Officer, using the contact information in this Agreement. CDSS, in its sole discretion, will make a determination of the acceptability of the explanation and, if retention is permitted, shall inform Contractor in writing of any additional terms and conditions applicable to the retention of the CDSS CSP.

I. Retention Required by Law.

If required by state or federal law, Contractor may retain, after expiration or termination, CDSS CSP for the time specified as necessary to comply with the law.

J. Obligations Continue Until Return or Destruction.

Contractor's obligations regarding the confidentiality of CDSS CSP set forth in this Agreement, including but not limited to obligations related to responding to Public Records Act requests and subpoenas shall continue until Contractor returns or destroys the CDSS CSP or returns the CDSS CSP to CDSS; provided however, that on expiration or termination of the Agreement between Contractor and CDSS, Contractor shall not further use or disclose the CDSS CSP except as required by state or federal law.

K. Notification of Election to Destroy CDSS CSP.

If Contractor elects to destroy the CDSS CSP, Contractor shall certify in writing, to the CDSS Program Contract Manager and the CDSS Information Security and Privacy Officer, using the contact information, that the CDSS CSP has been destroyed.

L. Background Check.

Before a member of Contractor's workforce may access CDSS CSP, Contractor must conduct a thorough background check of that worker and evaluate the results to assure that there is no indication that the worker may present a risk to CDSS information technology systems and/or CDSS data. Contractor shall retain each workforce member's background check documentation for a period of three (3) years following Agreement termination.

M. Confidentiality Safeguards.

Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the CDSS CSP that it creates, receives, maintains, uses, or transmits pursuant to the Agreement. Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of Contractor's operations and the nature and scope of its activities, including at a minimum the following safeguards:

1. General Security Controls

a. Confidentiality Acknowledgement.

By executing this Agreement and signing Paragraph XI, CDSS Confidentiality and Security Compliance Statement, Contractor acknowledges that the information resources maintained by CDSS and provided to Contractor may be confidential, sensitive, and/or personal and requires special precautions to protect it from wrongful access, use, disclosure, modification, and destruction.

b. Workstation/Laptop Encryption.

All Contractor-owned or managed workstations, laptops, tablets, smart phones, and similar devices that process and/or store CDSS CSP must be encrypted using a FIPS 140-2, until deprecated, certified algorithm which is 128 bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by the CDSS Information Security Office.

c. Data Encryption.

Any CDSS CSP shall be encrypted at rest when stored on network file shares or document repositories.

d. Server Security.

Servers containing unencrypted CDSS CSP must have sufficient administrative, physical, and technical controls in

place to protect that data, based upon a risk assessment/system security review.

e. Minimum Necessary.

Only the minimum necessary amount of the CDSS CSP required to perform necessary business functions may be copied, downloaded, or exported.

f. Removable Media Devices.

All electronic files that contain the CDSS CSP must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, smart phone, backup tapes etc.). Encryption must be a FIPS 140-2, until deprecated, certified algorithm which is 128 bit or higher, such as AES.

g. Antivirus Software.

All Contractor-owned or managed workstations, laptops, tablets, smart phones, and similar devices that process and/or store CDSS CSP must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.

h. Patch Management.

To correct known security vulnerabilities, Contractor shall install security patches and updates in a timely manner on all Contractor-owned or managed workstations, laptops, tablets, smart phones, and similar devices that process and/or store CDSS CSP as appropriate based on Contractor's risk assessment of such patches and updates, the technical requirements of Contractor's systems, and the vendor's written recommendations. If patches and updates cannot be applied in a timely manner due to hardware or software constraints, mitigating controls will be implemented based upon the results of a risk assessment.

i. User IDs and Password Controls.

All users must be issued a unique username for accessing CDSS CSP. Contractor's password policy must be based on information security best practices for password length, complexity, and reuse.

j. Data Destruction.

Upon termination of the Agreement, all CDSS CSP must be sanitized in accordance with NIST Special Publication 800-88, Guidelines for Media Sanitization.

2. System Security Controls

a. System Timeout.

The system providing access to the CDSS CSP must provide an automatic timeout, requiring re-authentication of the user session after no more than thirty (30) minutes of inactivity for applications, and fifteen (15) minutes of inactivity for desktops and laptops.

b. Warning Banners.

All systems (servers, desktops, laptops, etc.) containing CDSS CSP must display a warning banner at login stating that data is confidential, systems are logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree with these requirements.

c. System Logging.

The system must maintain an automated audit trail which can identify the user or system process which initiates a request for CDSS CSP, or which alters CDSS CSP. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If CDSS CSP is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least one (1) year after occurrence.

d. Access Controls.

The system must use role-based access controls for all user authentications, enforcing the principle of least privilege.

e. Transmission Encryption.

All data transmissions of CDSS CSP by Contractor outside the secure internal network must be encrypted using a FIPS 140-2, until deprecated, certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. Encryption can be end to end at the network level, or the data files containing CDSS CSP can be encrypted. This requirement pertains to any type of CDSS CSP in motion such as website access, file transfer, and email.

f. Intrusion Detection.

All systems involved in accessing, holding, transporting, and protecting CDSS CSP that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

g. International Access.

Access to CDSS resources from outside of the United States is prohibited. Contractor must ensure CDSS data, systems, and resources are not accessed from international locations.

h. Software as a Service.

If the Contractor is providing any web/cloud hosting services that store or process CDSS CSP, the Contractor shall agree to the State Model [Cloud Computing Special Provisions for Software as a Service \(SaaS\)](#), hereby incorporated by reference.

3. Audit Controls

a. System Security Review.

All systems processing and/or storing CDSS CSP must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews shall include vulnerability scanning and/or penetration testing tools. The Contractor must submit the vulnerability assessment and/or penetration testing report(s) to the CDSS Information Security and Privacy Office upon request. The Contractor must agree to CDSS vulnerability assessment scans of the portion of its extranet to be used to service CDSS.

b. Log Reviews.

All systems processing and/or storing CDSS CSP must have a routine procedure in place to review system logs for unauthorized access.

c. Change Control.

All systems processing and/or storing CDSS CSP must have a documented change control procedure that ensures changes can be attributed to an individual and can be tracked and audited to protect the confidentiality, integrity, and availability of data.

4. Business Continuity / Disaster Recovery Controls

a. Disaster Recovery.

Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic CDSS CSP in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than twenty-four (24) hours.

b. Data Backup Plan.

Contractor must have established documented procedures to backup CDSS CSP to maintain retrievable exact copies of CDSS CSP. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and the amount of time to restore CDSS CSP should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of CDSS data.

5. Paper Document Controls

a. Supervision of Information.

CDSS CSP in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk, or office. Unattended means that information may be observed by an individual not authorized to access the information. CDSS CSP in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

b. Escorting Visitors.

Visitors to areas where the CDSS CSP are contained shall be escorted by a CDSS Employee and CDSS CSP shall be kept out of sight while visitors are in the area.

c. Confidential Destruction.

CDSS CSP must be disposed of through confidential means, such as crosscut shredding and/or pulverizing.

d. Removal of Information.

CDSS CSP must not be removed from the premises of Contractor except for identified routine business purposes or with express written permission of CDSS.

e. Faxing.

CDSS CSP that must be transmitted by fax shall require that Contractor confirms the recipient fax number before sending, takes precautions to ensure that the fax was appropriately received, maintains procedures to notify recipients if

Contractor's fax number changes, and maintains fax machines in a secure area.

f. Mailing.

Paper copies of CDSS CSP shall be mailed using a secure, bonded mail service, such as Federal Express, UPS, or by registered U.S. Postal Service (i.e., accountable mail using restricted delivery). All packages must be double packed with a sealed envelope and a sealed outer envelope or locked box.

V. Information Security Incidents and/or Breaches of CDSS CSP

A. CDSS CSP Information Security Incidents and/or Breaches Response Responsibility.

The Contractor shall be responsible for facilitating the Information Security Incident and/or Breach response process as described in California Civil Code 1798.82(f), and State Administrative Manual (SAM) Section 5340, Information Security Incident Management, including, but not limited to, taking:

1. Prompt corrective action to mitigate the risks or damages involved with the Information Security Incident and/or Breach and to protect the operating environment; and
2. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

B. Discovery and Notification of Information Security Incidents and/or Breaches of CDSS CSP.

Contractor shall notify the CDSS Program Contract Manager and the CDSS Information Security and Privacy Officer of an Information Security Incident and/or Breach as expeditiously as practicable and without unreasonable delay, taking into account the time necessary to allow Contractor to determine the scope of the Information Security Incident and/or Breach, but no later than three (3) calendar days after the discovery of an Information Security Incident and/or Breach. Notification is to be made by telephone call and email.

C. Isolation of System or Device.

A system or device containing CDSS CSP compromised by an exploitation of a technical vulnerability shall be promptly disconnected or quarantined and investigated until the vulnerability is resolved. Contractor will notify CDSS CSP within two (2) business days of a confirmed exploitation of a technical vulnerability and keep CDSS informed as to the investigation until resolution of the vulnerability is completed.

D. Investigation of Information Security Incidents and/or Breaches.

Contractor shall promptly investigate Information Security Incidents and/or Breaches of CDSS CSP. CDSS shall have the right to participate in the

investigation of such Information Security Incidents and/or Breaches. CDSS shall also have the right to conduct its own independent investigation, and Contractor shall cooperate fully in such investigations. Contractor is not required to disclose their un-redacted confidential, proprietary, or privileged information. Contractor will keep CDSS fully informed of the results of any such investigation.

E. Updates on Investigation.

Contractor shall provide regular (at least once a week) email updates on the progress of the Information Security Incident and/or Breach investigation of CDSS CSP to the CDSS Program Contract Manager and the CDSS Information Security and Privacy Officer until the updates are no longer needed, as mutually agreed upon between Contractor and the CDSS Information Security and Privacy Officer. Contractor is not required to disclose their un-redacted confidential, proprietary, or privileged information.

F. Written Report.

Contractor shall provide a written report of the investigation to the CDSS Program Contract Manager and the CDSS Information Security and Privacy Officer within thirty (30) business days of the discovery of the Information Security Incident and/or Breach of CDSS CSP. Contractor is not required to disclose their un-redacted confidential, proprietary, or privileged information. The report shall include, but not be limited to, if known, the following:

1. Contractor point of contact information;
2. A description of what happened, including the date of the Information Security Incident and/or Breach of CDSS CSP and the date of the discovery of the Information Security Incident and/or Breach, if known;
3. A description of the types of CDSS CSP that were involved, and the extent of the information involved in the Information Security Incident and/or Breach;
4. A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed CDSS CSP;
5. A description of where the CDSS CSP is believed to have been improperly transmitted, sent, or utilized;
6. A description of the probable causes of the improper use or disclosure;
7. Whether Civil Code sections 1798.29 or 1798.82 or any other federal or state laws requiring individual notifications of breaches are triggered; and
8. A full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the Information Security Incident and/or Breach of CDSS CSP.

G. Cost of Investigation and Remediation.

Per SAM Section 5305.8, Contractor shall be responsible for all direct and reasonable costs incurred by CDSS due to Information Security Incidents and/or Breaches of CDSS CSP resulting from Contractor's failure to perform or from negligent acts of its personnel, and resulting in the unauthorized disclosure, release, access, review, or destruction; or loss, theft, or misuse of an information asset. These costs include, but are not limited to, notice and credit monitoring for twelve (12) months for impacted individuals, CDSS staff time, material costs, postage, media announcements, and other identifiable costs associated with the Information Security Incident, Breach and/or loss of data.

VI. Contact Information.

To direct communications to the above referenced CDSS staff, Contractor shall initiate contact as indicated herein. CDSS reserves the right to make changes to the contact information below by giving written notice to Contractor. Said changes shall not require an amendment to this Exhibit or the Agreement to which it is incorporated.

CDSS Program Contract Manager

See the Scope or Statement of Work exhibit for Program Project Representative information.

CDSS Information Security & Privacy Officer

California Department of Social Services
Information Security & Privacy Officer
744 P Street, MS 9-9-70
Sacramento, CA 95814
Email: iso@dss.ca.gov
Telephone: (916) 651-5558

VII. Audits and Inspections.

CDSS may inspect and/or monitor the Contractor's system(s) or environments(s) if Contractor's system(s) or environments(s) contains or is reasonably believed to contain CDSS CSP as necessary to ensure compliance with physical or logical safeguards required in this Exhibit. Contractor shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the CDSS Program Contract Manager and the CDSS Information Security and Privacy Officer in writing. The fact that CDSS inspects, or fails to inspect, or has the right to inspect, does not relieve Contractor of its responsibility to comply with this Exhibit.

VIII. Amendment.

The parties acknowledge that federal and state laws regarding information security and privacy rapidly evolves, and that amendment of this Exhibit may be required to provide for procedures to ensure compliance with such laws. The parties specifically agree to take such action as is necessary to implement new standards and requirements imposed by regulations and other applicable laws relating to the security or privacy of CDSS CSP.

IX. Interpretation.

The terms and conditions in this Exhibit shall be interpreted as broadly as necessary to implement and comply with regulations and applicable State laws. The parties agree that any ambiguity in the terms and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent with federal and state laws and regulations.

X. Termination.

An Information Security Incident and/or Breach of CDSS CSP by Contractor, its employees, agents, or subcontractors, as determined by CDSS, may constitute a material breach of the Agreement between Contractor and CDSS and grounds for immediate termination of the Agreement.

XI. CDSS Confidentiality and Security Compliance Statement

CALIFORNIA DEPARTMENT of SOCIAL SERVICES CONFIDENTIALITY AND SECURITY COMPLIANCE STATEMENT v 2022 01

Information resources maintained by the CDSS and provided to Contractor may be confidential, sensitive, and/or personal and requires special precautions to protect it from wrongful access, use, disclosure, modification, and destruction.

We hereby acknowledge that the confidential and/or sensitive records of the CDSS are subject to strict confidentiality requirements imposed by state and federal law, which may include, but are not limited to, the following; the California Welfare and Institutions Code §10850, Information Practices Act - California Civil Code §1798 et seq., Public Records Act - California Government Code §7920.000 et seq., California Penal Code §502, 11140-11144, 13301-13303, Health Insurance Portability and Accountability Act of 1996 ("HIPAA") - 45 CFR Parts 160 and 164, and Safeguarding Information for the Financial Assistance Programs - 45 CFR Part 205.50. Contractor agrees to comply with the laws applicable to the CDSS CSP received.

This Confidentiality and Security Compliance Statement must be signed and returned with the Agreement.

CDSS Representative:

Name (Printed):	
Title:	
Business Name:	
Email Address:	
Phone:	
Signature:	
Date Signed:	

READ and ACKNOWLEDGED: (Authorized Official responsible for business' information security program)

Name (Printed):	
Title:	
Business Name:	
Email Address:	
Phone:	
Signature:	
Date Signed:	