

**INVITATION FOR BID
IFB FTB-2526-00130**

**Genesys Software Subscriptions and Application
Support Services**

May 08, 2025



**STATE OF CALIFORNIA
Franchise Tax Board**

**STATE OF CALIFORNIA
FRANCHISE TAX BOARD
PO Box 2086 MS A374
Rancho Cordova, CA 95741-2086**

INTRODUCTION

The California (CA) Franchise Tax Board (FTB), hereinafter referred to as “FTB” or the “State”, is seeking to contract with a vendor to renew various Genesys Software Subscriptions and Application Support Services (i.e. Professional Services). This FTB Solicitation Invitation for Bid (IFB) contains instructions governing the requirements intended for a firm quotation to be submitted by prospective bidders. This solicitation addresses all bidders’ requirements and responsibilities that must be met in order to be eligible for consideration. The format the bid information is to be submitted and the material to be included herein follows.

BIDDING STEPS

A. BID DELIVERY

Bidders are required to submit an electronic bid response to the Procurement Official, Bernadette Daugherty, at e-mail address: Bernadette.Daugherty@ftb.ca.gov by the due date and time identified in this solicitation. Please maintain a record of your e-mailed response as proof of timely submittal. Final Bids will be reviewed during the evaluation phase.

KEY ACTION DATES	
Release of IFB	05/08/2025
Last Day to Submit Questions for Clarification or Changes of the IFB	05/12/2025
Last Day for the State to Respond to Submitted Questions for Clarification or Changes of the IFB	05/16/2025
Last Day to Protest Requirements	05/19/2025 by 5:00 PM PT (via e-mail only)
Last day to Submit Final Bids	05/22/2025 by 5:00 PM PT (via e-mail only)
Public Bid Opening	05/27/2025 Location and Time: TBD
Notice of Intent to Award	06/03/2025
Last Day to Protest Award	06/10/2025
Final Agreement Award (Estimated)	06/11/2025
¹ The Notice of Intent to Award shall be published on Cal eProcure in the same location the solicitation was published: Bid opportunities in the California State Contracts Register (CSCR) .	

All dates after submission of Final Bids are approximate and may be adjusted as conditions indicate without addendum to this solicitation.

B. AWARD OF AGREEMENT

Agreement award, if made, will be on the basis of individual items or the basis of all items included in this solicitation to the responsive, responsible bidder with the lowest net cost (excluding applicable sales tax) meeting all requirements of this IFB document and any addenda thereto, except for such immaterial defects as may be waived by the State. The State may accept any item or group of items of any response. Agreement award, if made, will be made within forty-five (45) days after the scheduled date for Agreement award as specified in the IFB; however, a bidder may extend the offer beyond 45 days in the event of a delay of Agreement award.

C. TIE-BREAK PROCESS

In the event of a precise tie, if Government Code Section 14838(f) does not apply to bidders, a witnessed drawing of lots will be conducted by the Procurement Official. If a drawing of lots is needed, the Procurement Official will schedule and arrange for a drawing and non-partisan witnesses; notifying the participating bidders of the outcome of the drawing.

D. RESPONSIVE BIDDER

A supplier who provides a bid response that is compliant with solicitation requirements and indicates performance without material deviation from the terms and conditions of the proposed Agreement.

E. RESPONSIBLE BIDDER

A supplier who possesses the experience, facilities, reputation, financial resources and other factors existing at the time of Agreement award.

The State may require a bidder(s) to submit evidence of their qualifications at such times and under conditions, as it may deem necessary. The question of whether a particular bidder is a responsible bidder may involve an evaluation of the bidder's experience, type of facility, expertise or financial resources regarding the particular items requested by the pertinent solicitation. If a bidder has been determined to be non-responsible, the bid shall be rejected.

F. PROTESTS

Before a protest is submitted regarding any issue other than selection of the "successful bidder," the bidder must make full and timely use of the procedures described herein to resolve any outstanding issue(s) between the bidder and the State. The procurement procedure is designed to give the bidder and the State adequate opportunity to submit questions and discuss the requirements, proposals and counter proposals before the Final Bid is due. The protest procedure is made available in the event that a bidder cannot reach a fair Agreement with the State after exhausting these procedures. There are two types of protests: requirements (initial) protests and award protests. A protest shall be submitted according to the procedure below. Protests regarding any issue other than selection of the "successful bidder" are requirements protests and will be heard and resolved by the Deputy Director of the Department of General Services, Procurement Division, whose decision will be final.

An award protest is where a bidder has submitted a bid which it believes to be totally responsive to the requirements of the IFB and to be the bid that should have been selected according to the evaluation procedure in the Section on EVALUATION and the bidder believes the State has incorrectly selected another bidder for award. For this situation, the bidder may submit a protest of the selection as described below. Protests regarding selection of the "successful bidder" will be heard and resolved by the Victims Compensation and Government Claims Board, whose decision will be final.

All protests of award must be made in writing, signed by an individual authorized to bind the bidder contractually and financially, and contain a statement of the reason(s) for protest; citing the law, rule, regulation or procedure on which the protest is based. The protester must provide facts and evidence to support the claim. Protests must be mailed or delivered to:

Street and Mailing Address:

Deputy Director
Procurement Division
707 Third Street, Second Floor South
West Sacramento, CA 95605
Facsimile (Fax): (916) 375-4611
PDProtest@dgs.ca.gov

All protests to the IFB requirements or procedures must be received by the DGS Procurement Division Deputy Director as promptly as possible, but not later than the respective time and date in the Key Action Dates. Protests concerning the evaluation, recommendation, or other aspects of the selection process must be received by the Deputy Director of the Procurement Division as promptly as possible, but not later than the respective time and date specified in the Key Action Dates for such protests or the respective date of the Notification of Intent to Award, whichever is later. Certified or registered mail must be used unless delivered in person, in which case the protester should obtain a receipt of delivery.

G. BID SUBMISSION INSTRUCTIONS

Bidders should be aware that marking the Bid with "confidential" or "proprietary" may exclude it from consideration for award.

Bids are to be sent electronically to the following e-mail address:

Bernadette.daugherty@ftb.ca.gov

The subject line should read: "IFB FTB-2526-00130 Your Company's Name". Bids not received by the date and time specified in the Key Action Dates, will be rejected.

E-mailed Responses: The State reserves the right to consider authorized e-mailed responses as properly "sealed" if received prior to the closing time specified. Authorized

e-mailed IFB responses will be considered only if they are sent to the e-mail address listed above. IFB responses sent to any other e-mail address (unless otherwise specified) will not be considered. To be considered, all pages of an e-mailed IFB response must be completely received prior to the IFB response due date and time specified in this IFB.

**** IMPORTANT SUPPLIER NOTE****

Only bids submitted on the State's own bid form will be considered. Bids submitted referencing supplier attachments, which include legal terms and conditions that conflict with the State's General Provisions **shall be** considered non-responsive and such bids may be rejected.

H. PROCUREMENT OFFICIAL

The Procurement Official is the State's designated authorized representative regarding this procurement.

Bidders are directed to communicate with the Procurement Officials to submit questions, submit bids, and submit all other formal correspondence regarding this procurement.

Bernadette Daugherty, Procurement Official

Phone: (916) 845-7727

E-mail: Bernadette.Daugherty@ftb.ca.gov

I. QUESTIONS/REQUESTS FOR CHANGES TO SOLICITATION

1. Bidders requiring clarification of the intent, terms and conditions, content of this solicitation or on procedural matters regarding the competitive bid process may request clarification by submitting questions using **Attachment 1**, Template for Question Submittal, in an e-mail (using the solicitation identification on the solicitation title page), to the Procurement Official listed above. To ensure a response, questions must be received in writing by the scheduled date(s) given in the Key Action Dates. Question and answer sets will be provided to all bidders without identifying the submitters. At the sole discretion of the State, questions may be paraphrased by the State for clarity.
2. A bidder who desires clarification or further information on the content of the solicitation, but whose questions relate to the proprietary aspect of that bidder's bid and which, if disclosed to other bidders, would expose that bidder's bid, may submit such questions in the same manner as above, but also marked "CONFIDENTIAL," and not later than the scheduled date specified in the KEY ACTION DATES to ensure a response. The bidder must explain why any questions are sensitive in nature. If the State concurs that the disclosure of the question or answer would expose the proprietary nature of the bid, the question will be answered and both the question and answer will be kept in confidence. If the State does not concur with the proprietary aspect of the question, the question will not be answered and the bidder will be so notified.

3. Every attempt has been made to produce complete specifications for this IFB. Should the Bidder discover any ambiguity, conflict, omission or other error in the IFB, or have any questions concerning interpretation or clarification, the Bidder shall immediately notify the State of such in writing and request clarification or modification of the document. The bidder may request a change to the solicitation by submitting, in writing, the recommended change(s) and the facts substantiating this belief and reasons for making the recommended change using **Attachment 2**, Template for Request for Changes Submittal. Such request must be submitted to the Procurement Official by the date specified in the KEY ACTION DATES for submitting a request for change. Bidders must include the Bidder's name, the business name, phone number, and this IFB name and number. Questions not submitted by the Key Action Date shall be answered at FTB's option. Oral responses shall not be binding on the State. Bidders must submit any request for changes, by the key action date.
4. Upon FTB completion of review, all questions received by the date and time specified in Section A. Bid Delivery, Key Action Dates Table will be answered in writing and posted to the original advertisement on the Cal eProcure website by the Key Action Date identified above. The Question-and-Answer Set will state each question, but not the source of the question, along with the State's response. If there are any changes to the IFB as a result of any questions, there will be an IFB addendum that will become part of the IFB, and posted to the original IFB advertisement on Cal eProcure. Only written responses shall be considered binding. Bidders should rely on written, rather than verbal, responses from the State. The State reserves the right to cancel or modify this IFB, in whole or in part.
5. An error in the Final Bid may cause the rejection of that bid; however, the State may at its sole option retain the bid and make certain immaterial corrections, including obvious clerical errors.

J. BIDDER INSTRUCTIONS (MANDATORY)

The Bidder Instructions to this solicitation are located at the link below:
<https://www.documents.dgs.ca.gov/dgs/FMC/GS/PD/DGSPD%20451.pdf>

K. GENERAL PROVISIONS - INFORMATION TECHNOLOGY (IT) NON-CLOUD GOODS & SERVICES, DGS PD 403-ITGP (Non-Cloud)

The Agreement awarded as a result of this solicitation shall automatically incorporate General Provisions - Information Technology herein by reference to: DGS PD-403 ITGP (Non-Cloud) (Revised and Effective 02/20/2025). Published at
<https://www.dgs.ca.gov/PD>

L. GENERAL PROVISIONS - IT -CLOUD COMPUTING - SERVICES 402-ITGP (Cloud)

If the bidder's solution includes commercial Software as a Service (SaaS) as part of the solution, the Agreement awarded, as a result of this solicitation shall automatically incorporate General Provisions - Information Technology – General Provisions Cloud

Computing Services- herein by reference to: DGS PD-402ITGP (Cloud) (Revised and Effective 02/20/2025). Published at <https://www.dgs.ca.gov/PD>

M. CONFIDENTIALITY STATEMENT (MANDATORY)

Bidders must agree to the State's confidentiality requirements by submitting a signed **Attachment 3**, Confidentiality Statement for the bidder's firm. The completed Confidentiality Statement must be submitted with the bidder's response to this IFB.

The bidder engaging in services pertaining to this solicitation, requiring contact with confidential State information or State customer information will be required to exercise security precautions for all such data that is made available and must accept full legal responsibility for the protection of this confidential information. This includes all statistical, personal, technical and/or other confidential personal data and information relating to the State's operations that are designated confidential by the State.

The bidder will also be required, upon Agreement award, to submit a signed Confidentiality Statement from all personnel, agents, and subcontractors assigned to the awarded Agreement.

N. GENERATIVE ARTIFICIAL INTELLIGENCE (GenAI)

The State of California seeks to realize the potential benefits of GenAI, through the development and deployment of GenAI, while balancing the risks of these technologies.

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

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

Upon notification by a Bidder/Offeror of GenAI as required, the state reserves the right to incorporate GenAI Special Provisions into the final contract or reject bids/offers that present an unacceptable level of risk to the state.

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

O. CALIFORNIA SELLER'S PERMIT

This bid is subject to all requirements set forth in §6452, §6487, §7101 and §18510 of the Revenue and Taxation Code, and §10295 of the Public Contract Code, requiring bidders to provide a copy of their retailer's seller's permit or certification of registration

and, if applicable, the permit or certification of all participating affiliates issued by the California Department of Tax and Fee Administration .

Bidders must complete and submit **Attachment 4**, Seller's Permit Certification. For more information on seller's permit or certification of registration, refer to the following links:

<https://www.cdtfa.ca.gov/formspubs/pubs.htm>

<https://www.cdtfa.ca.gov/formspubs/pub73.pdf>

P. RECYCLED CONTENT PRODUCTS

State agencies are required to report purchases in many product categories. In order to comply with those requirements, suppliers are required to complete and return a Recycled Content Certification form with their IFB response. The supplier may certify that the product or material contains zero recycled content. Failure to complete and return the form may disqualify the IFB response from consideration.

Bidders must complete and submit **Attachment 5**, Postconsumer Recycled-Content Certification. Click on the following link to access the form:

<https://calrecycle.ca.gov/buyrecycled/stateagency/form74guide/>

Q. PAYEE DATA RECORD

The Payee Data Record (STD. 204) indicates the bidder is subject to state income tax withholdings pursuant to California Revenue and Taxation Code §18662.

Bidders must complete **Attachment 6**, Payee Data Record, and submit it with their bid. The bidder must provide the company's Federal Employer Identification Number (Business IRS Number) with their Final Bid submission on this form. The form can be located at the following website:

<http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf>

Payments to nonresidents may be subject to withholding. Please refer to reverse side of the STD. 204 or, for complete details, please see the applicable forms and instructions found on [FTB's Nonresidents Withholding](#) page.

The Payee Data Record Supplemental (STD. 205)

The STD. 205 must be used to provide the supplier's remittance address information if different than the mailing address on the STD. 204. This form allows suppliers to provide up to five (5) additional remittance addresses and identify up to three (3) additional authorized representatives for the payee. Refer to the following website link for more details:

<https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std205.pdf>

R. IRAN CONTRACTING ACT OF 2010

Division 2, Part 1, Chapter 2.7 of the PCC is the Iran Contracting Act of 2010. This Act §2203 requires that no one shall submit a bid for a contract, or enter into or renew a contract, with a public entity for goods or services valued at \$1,000,000 or more if that person (i.e., bidder or contractor) engages in investment activities of \$20,000,000 or

more as described in PCC §2202.5 pursuant to all provisions of the Iran Contracting Act of 2010. The Iran Contracting Act of 2010, at §2204 requires bidders to certify at the time the bid is submitted or the contract is renewed, that the person is not identified on a list created pursuant to subdivision (b) of PCC §2203 as a person engaging in investment activities in Iran described in subdivision (a) of PCC §2202.5, or as a person described in subdivision (b) of PCC §2202.5, as applicable.

Bidders must complete **Attachment 7**, Iran Contracting Act of 2010, and submit with their Final Bid, and again each time their awarded contract is renewed.

S. BIDDER DECLARATION FORM (MANDATORY)

All bidders must complete **Attachment 8**, Bidder Declaration (GSPD-05-105), and include it with the bid. When completing the declaration, the bidder must identify all subcontractors proposed for participation in the contract. The bidder awarded the contract is contractually obligated to use the subcontractors for the corresponding work identified, unless the Agency/State entity agrees to a substitution and it is incorporated, in writing. If the bidder is not using subcontractors, complete Attachment 9 answering the applicable questions and return with the Final Bid. The form is also available at:

www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd05-105.pdf

T. PRIMARY BIDDER

An award, if made, will be to a primary bidder. The awarded primary bidder will be responsible for successful performance of all subcontractors and support services offered in response to this solicitation. All State policies, guidelines, and requirements that apply to the primary bidder also apply to subcontractors, as applicable to the products and services they provide and to their role as a subcontractor. Furthermore, the State will consider the primary bidder to be the sole point of contact regarding contractual matters for the term of the resulting contract. The bidder shall not assign financial documents to a third-party without prior written approval by the State, and an amendment to the resulting contract.

U. SUBCONTRACTORS

It is the bidder's responsibility to ensure any subcontractor that the bidder chooses to use in fulfilling the requirements of this solicitation, which is expected to receive more than ten percent (10%) of the value of the contract, must also meet all administrative, and bid requirements of the solicitation, as applicable to the services provided by the subcontractor.

Nothing contained in the resulting contract shall create any relationship between the State and any subcontractors, and no subcontract shall relieve the bidder of its responsibilities and obligations. The bidder is fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by them.

The Contractor shall not change subcontractor(s) and/or DVBE subcontractor(s) if such changes conflict with the work to be performed under this contract. For DVBE

subcontractor changes, the contractor shall utilize another DVBE subcontractor. The State recognizes that changes to subcontractor(s) may be necessary and in the best interests of the State; however, advance notification of a contemplated change and the reasons for such change must be made to the State no less than seven (7) business days prior to the existing subcontractor's termination. If this should occur, the contractor should be aware that the State contract administrator or designee must approve any changes to the subcontractor(s) prior to the termination of the existing subcontractor(s). This also includes any changes made between submittal of the Final Bid and actual start of the contract.

The bidder's obligation to pay its subcontracts is an independent obligation from the State's obligation to pay or to enforce the payment of any money to any subcontractor. The Contractor is solely responsible for any payments to or claims made by subcontractors.

V. VERIFICATION OF CALIFORNIA TAX STATUS

Acceptable verification results are required prior to Agreement award.

W. CERTIFICATION FOR PUBLIC CONTRACT CODE 2010

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

1. CALIFORNIA CIVIL RIGHTS LAWS: 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: 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).

Bidders must complete and submit **Attachment 10**, California Civil Rights Laws Certification.

Click on the following link to access the form: [California Civil Rights Laws Certification](#)

X. DISABLED VETERAN BUSINESS ENTERPRISE PROGRAM

The Disabled Veteran Business Enterprise (DVBE) Participation Goal Program for State contracts are 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, §1896.60 et seq.

PLEASE READ THESE REQUIREMENTS CAREFULLY.

DVBE Participation Requirement

For the purposes of this solicitation, the DVBE Participation Requirement has been waived; however, the DVBE Bid Incentive will still be applied.

DVBE Incentive

In accordance with §999.5(a) of the Military and Veterans Code, an incentive will be given to all bidders who provide DVBE participation. For Agreement award evaluation purposes only, the State shall apply an incentive to bids that propose California certified DVBE participation as identified in the Bidder Declaration (GSPD-05-105) and confirmed by the State. The incentive amount for awards based on low price will be applied as follows:

Confirmed DVBE Participation of:
5.0% and Above
4.0% to 4.9%
3.0% to 3.9%
2.0% to 2.9%
1.0% to 1.9%
DVBE Incentive:
5%
4%
3%
2%
1%

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 business. The incentive adjustment for awards based on low price cannot exceed five percent (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 15 percent (15%) or \$100,000, whichever is less.

Bidders claiming a DVBE incentive must complete and submit **Attachment 9**, Bidder Declaration (GSPD-05-105), **Attachment 11**, DVBE Declarations (STD. 843) and **Attachment 12**, Bidding Preferences and Incentives (**MANDATORY**). If bidder is not using subcontractors, complete Attachment 10 answering the applicable questions and return with Final Bid.

Y. DISABLED VETERAN BUSINESS ENTERPRISE SUBSTITUTION

The Contractor understands and agrees that should award of this contract be based in part on their commitment to use the Disabled Veteran Business Enterprise (DVBE) subcontractor(s) identified in their bid or offer, per Military and Veterans Code 999.5 (e), a DVBE subcontractor may only be replaced by another DVBE subcontractor and must 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.

Failure of the 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 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).

Z. SMALL BUSINESS PREFERENCES AND CERTIFICATION

§14835 et seq. of the California Government Code requires that a five percent (5%) preference be given to bidders who qualify as a Small Business (SB). The maximum preference allowed for Small Business cannot exceed \$50,000 for any bid. In combination with any other preference (Target Area Contract Preference Act (TACPA), SB, non-SB subcontracting participation, recycled, etc.), the maximum limit of the combined preference is fifteen percent (15%) of the bid amount and, in no case, shall be more than \$100,000.00 per bid, whichever is less. The rules and regulations of this law, including the definition of a small business, or qualifying non-small business, are contained in Title 2, California Code of Regulations, §1896 et seq. The definition of nonprofit veteran service agencies qualifying as a small business is contained in §999.50 et seq. of the Military and Veterans Code.

Bidders claiming the Small Business Preference must complete and submit **Attachment 12**, Bidding Preferences and Incentives (**MANDATORY**) and **Attachment 9**, Bidder Declaration (GSPD-05-105). If bidder is not using subcontractors, complete Attachment 9 answering the applicable questions and return with the Final Bid.

AA. NON-SMALL BUSINESS SUBCONTRACTOR PREFERENCE

A five percent (5%) bid preference is available to bidders who qualify as a non-small business claiming at least 25 percent (25%) California certified small business subcontractor participation. The maximum preference allowed for Small Business (SB) cannot exceed \$50,000 for any bid. In combination with any other preference (Target Area Contract Preference Act (TACPA), SB, non-SB subcontracting participation, recycled, etc.), the maximum limit of the combined preference is fifteen percent (15%) of the bid amount and, in no case, shall be more than \$100,000.00 per bid, whichever is less. If claiming the non-small business subcontractor preference, the bidder's response must include a list of the small businesses with which the firm commits to subcontract in an amount of at least 25 percent (25%) of the net bid price with one (1) or more California-certified small businesses. Each listed certified small business must

perform a “commercially useful function” in the performance of the contract as defined in Government Code §14838(b)(1)(2).

Bidders claiming the five percent (5%) preference must commit to subcontract at least 25 percent (25%) of the net bid price with one (1) or more California certified small businesses. Completed certification applications and required support documents must be submitted to the Office of Small Business and DVBE Services (OSDS) no later than 5 p.m. of the bid due date, and the OSDS must be able to approve the application as submitted. Questions regarding certification should be directed to the OSDS at (916) 375-4940.

The preference to a non-small business firm that commits to small business or microbusiness subcontractor participation of 25 percent (25%) of its net bid price shall be five percent (5%) of either the lowest responsive, responsible firm’s price or the lowest responsive, responsible firm’s total cost. A non-small business, which qualifies for this preference, may not take an award away from a certified small business.

If claiming a non-small business preference or using small business subcontractors, the bidder must complete and submit **Attachment 8**, Bidder Declaration (GSPD-05-105) and **Attachment 11**, Bidding Preferences and Incentives (**MANDATORY**). If bidder is not using subcontractors, complete Attachment 8 answering the applicable questions and return with the Final Bid.

BB. SMALL BUSINESS NONPROFIT VETERAN SERVICE AGENCIES

Small Business Nonprofit Veteran Service Agencies (SB/NVSA) prime bidders meeting requirements specified in the Military and Veterans Code Section 999.50 et seq. and obtaining a California certification as a small business are eligible for the 5% small business preference.

CC. COMMERCIALLY USEFUL FUNCTION

All certified small business, micro business, and/or DVBE Contractors, subcontractors or suppliers must meet the commercially useful function requirements under Government Code Section 14837 (for SB), Military and Veterans Code Section 999 (for DVBE), and Title II California Code of Regulations, Section 1896.4 and 1896.62.

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 the transaction, the awarded contract, or project through which funds are passed to obtain the appearance of small business or micro business participation.

Bidders must complete **Attachment 12**, Commercially Useful Function Certification. All bidders and subcontractors identified in the bid response to fulfill the requirements for one (1) or more of the socio-economic programs (DVBE and small business) must perform a commercially useful function (CUF) in the resulting contract. CUF is defined pursuant to Military and Veterans Code §999(b)(5)(B) and Government Code §14837(d)(4)(A) for the DVBE and small business programs, respectively.

Bidders claiming one (1) or more of the socio-economic programs must complete and submit as part of the Final Bid response, **Attachment 8**, Bidder Declaration (GSPD-05-105), also available at:

www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd05-105.pdf

If bidder is not using subcontractors, complete Attachment 9 answering the applicable questions and return with the Final Bid.

Bidder(s) may be required to submit additional written clarifying information regarding CUF on **Attachment 12**, Commercially Useful Function Certification. Failure to submit the requested written information as specified may be grounds for bid rejection.

DD. TACPA PREFERENCE FORMS

This solicitation provides for the optional Target Area Contract Preference Act (TACPA) preference. Bidders are not required to apply for this preference. Denial of the TACPA preference request is not a basis for rejection of the bid/offer.

The TACPA workplace and workforce preferences will be evaluated for this solicitation. California-based companies seeking TACPA preferences will need to complete and submit preference request forms with the bid/offer. The following webpage contains required preference request forms and an interactive map to determine if a business is located within a TACPA qualified zone: [Request-a Target-Area-Contract-Preference](#).

By submitting TACPA forms, a bidder given a TACPA preference agrees to the TACPA contract provisions required by Government Code section 4535 and provided in section 1896.40 of Title 2 of the California Code of Regulations (CCR) in addition to requirements specified on the TACPA ([STD. 830](#)).

Bidders claiming TACPA are required to complete and submit the following applicable forms in addition to **Attachment 13**, TACPA Preference Forms.

1. TACPA ([STD. 830](#))
2. Manufacturer Summary of Contract Activities and Labor Hours ([DGS/PD 525](#))
3. Bidder's Summary of Contract Activities and Labor Hours ([DGS/PD 526](#))

EE. EVALUATION

Final selection will be on the basis of a complete evaluation of the bid requirements including cost. Award, if made, will be on the basis of individual items or the basis of all items included in this solicitation and will be to the responsive and responsible supplier who meets all mandatory Administrative, Qualification, Solution, and Cost Requirements and who offers the **lowest net cost**. Bidders may refer to SOW **Sections G.**, Minimum Qualifications (Mandatory - Pass/Fail) and **Section I.**, Support Plan (Mandatory - Pass/Fail).

The State may accept any item or group of items of any response.

The Cost Worksheet within **Exhibit 2**, Cost Worksheet and Payment Provisions must be filled out per the instructions as this is a mandatory requirement for bid submission.

Any preferences and incentive will be calculated based on the lowest responsible and responsive net bid amount. Preference and incentive amounts will be applied in the following order:

- California Small Business Preference
- DVBE Incentive
- TACPA Preference

FF. EXHIBITS

The attached Exhibits are part of this solicitation.

1. EXHIBIT 1 - STATEMENT OF WORK

The SOW identifies and describes the tasks and responsibilities of the Contractor and the responsibilities of the State during the configuration, implementation, and operations of the awarded Agreement.

2. EXHIBIT A - FTB WORK AUTHORIZATION

3. EXHIBIT B - RESUME SHELL

4. EXHIBIT 2 - COST WORKSHEET AND PAYMENT PROVISIONS (MANDATORY)

Cost is the primary evaluation criterion. All bid costs for all line items must be all inclusive of any and all services required in this solicitation.

Bidders are advised that failure to comply with the instructions listed in this section, such as submission of incomplete bids or use of alternative pricing structures or different formats than the one requested, may result in the rejection of their bids.

Bidders must complete the Cost Worksheet within **Exhibit 2**, Cost Worksheet and Payment Provisions by providing pricing for all cost cells contained therein (e.g., Annual Unit Price) and by ensuring that all pricing provided is correct (e.g., Extended Pricing, and Totals). The Cost Worksheet must be filled out completely or the bid may be rejected.

5. EXHIBIT 3 - FTB SPECIAL PROVISIONS FOR SERVICES

6. EXHIBIT 4 - FTB SPECIAL TERMS AND CONDITIONS

GG. ATTACHMENTS

In order for the bid to be acceptable, the following documents should be completed and included with your submitted bid response. A description of the nature of each document is included. **THOSE DOCUMENTS MARKED “MANDATORY” MUST BE RETURNED.** Those documents described as “should be submitted with your bid”, if

they are included it will expedite the procurement process. The following documents are attached, or attached by reference, and part of this solicitation:

Document	Location	Description
Statement of Work	Exhibit 1	Applies to all bidders.
Minimum Qualifications (Mandatory - Pass/Fail)	Exhibit 1, Section G	MANDATORY
Support Plan (Mandatory - Pass/Fail)	Exhibit 1, Section I	MANDATORY
FTB Work Authorization	Exhibit A	Applies to all bidders.
Resume Shell	Exhibit B	MANDATORY
Cost Worksheet and Payment Provisions	Exhibit 2	MANDATORY
FTB Special Provisions for Services	Exhibit 3	Applies to all bidders.
FTB Special Terms and Conditions	Exhibit 4	Applies to all bidders.
Template for Question Submittal	Attachment 1	Applies to all bidders.
Template for Request for Changes Submittal	Attachment 2	Applies to all bidders.
Confidentiality Statement	Attachment 3	MANDATORY
Seller's Permit Certification	Attachment 4	Applies to all bidders. This should be submitted with the bid; however, it may be obtained prior to Agreement award.
Postconsumer Recycled-Content Certification	Attachment 5	Applies to all bidders. This should be submitted with the bid; however, it may be obtained prior to Agreement award.
Payee Data Record	Attachment 6	Applies to all bidders. This should be submitted with the bid; however, it may be obtained prior to Agreement award.
Iran Contracting Act of 2010	Attachment 7	Applies to all bidders. This should be submitted with the bid; however, it may be obtained prior to Agreement award.
Bidder Declaration (GSPD-05-105)	Attachment 8	MANDATORY
DVBE Declarations (STD. 843)	Attachment 9	Applies in the following situations: 1. The prime bidder is certified as a Disabled Veteran Business Enterprise, and/or, 2. There are subcontractors that are Certified Disabled Veteran Business Enterprises. These declarations should be submitted with the bid; however, they may be obtained prior to Agreement award.

		MANDATORY, IF APPLICABLE
California DVBE Program	Page 10 - 11	Waived for this solicitation; however, DVBE Quotation Incentive will still be applied.
DVBE Quotation Incentive	Page 10 - 11	Applies in the following situations: 1. The prime bidder is certified as a Disabled Veteran Business Enterprise, and/or, 2. There are subcontractors that are Certified Disabled Veteran Business Enterprises.
Small Business Preference and Non-Small Business Subcontractor Preference, Small Business Nonprofit Veteran Service Agencies, and Small Business Certification	Page 12 - 13	These preferences and regulations apply to all to bidders claiming any of these preferences.
California Civil Rights Laws Certification	Attachment 10	Applies to all bidders. This should be submitted with the bid; however, it may be obtained prior to Agreement award.
Bidding Preferences and Incentives	Attachment 11	MANDATORY
Commercially Useful Function Certification	Attachment 12	This applies to Certified Small Businesses and Certified Disabled Veteran Businesses submitting Bids as the Prime Contractor. This should be submitted with the bid; however, it may be obtained prior to Agreement award. The State has the option to verify that the prime bidder and any subcontractors are performing a Commercially Useful Function.
Target Area Contract Preference Act	Attachment 13	Bidder's claiming this preference are required to submit the following applications/form: <ul style="list-style-type: none"> • TACPA (STD. 830) • Bidder's Summary of Contract Activities and Labor Hours (DGS/PD 525) • Manufacturer Summary of Contract Activities and Labor Hours (DGS/PD 526) MANDATORY, IF APPLICABLE
Authorized Original Signature	Attachment 14	MANDATORY

EXHIBIT 1 - STATEMENT OF WORK

A. INTRODUCTION

The Franchise Tax Board (FTB), hereinafter referred to as “FTB” or the “State”, agrees to retain and hereby does retain **(awarded Contractor's name)**, hereinafter referred to as “Contractor,” for the services described herein. Under the direction of the Technology Services Division (TSD), the Contractor agrees to furnish the goods, perform the services and provide the support described within their respondent quote and **Invitation For Bid (IFB) FTB-2526-00130** and addenda. These documents are hereby incorporated by reference and are made an integral part of this Agreement.

No Federal Tax Information (FTI) will be exchanged under this Agreement.

B. OVERVIEW

The purpose of this Statement of Work (SOW) is to describe the software subscriptions and support services required from the Contractor during the term of this Agreement, in support of the FTB’s Enterprise-Wide Customer Service Platform II Contact Center Platform (CCP). The CCP consists of various Genesys software products (including Framework, Voice Platform, Reporting, and Workforce Management) and also integrates with Virtual Hold and Qfiniti software (refer to Exhibit 2 - Cost Worksheet for details). In addition, FTB is seeking Application Support Services (i.e. Professional Services) in support of the CCP.

C. AGREEMENT TERM

The term for this Agreement for the CCP Software Subscriptions and Application Support Services will be **07/01/2025 through 06/30/2026**.

Consistent with the terms and conditions of the original solicitation, and upon mutual consent, the State may execute written amendments to this Agreement if needed. At the State’s discretion, this Agreement may be amended for time, money or both based on the rates herein. No verbal understanding or Agreement not incorporated into the Agreement is binding on any of the parties.

D. DOCUMENTATION

Documentation must meet the accessibility requirements specified in FTB Special Provisions for Services (Exhibit 3), Section C, including, but not limited to, compliance with Web Content Accessibility Guidelines (WCAG) 2.1 Levels A and AA.

E. CONTRACTOR'S RESPONSIBILITIES

During the term of this Agreement, the Contractor will provide FTB with remote, custom application support via phone, e-mail, or the web to help FTB solve specific problems with installation or use of the software through all versions of Genesys Release 8.X and 9.X and Virtual Hold 8.X product releases (excluding major architectural changes that impact interoperability with previous versions of the product and introduction of new major releases from 3rd party providers).

1. The Contractor will make available to FTB new releases, updates, and corrective code.
2. The Contractor is available to support FTB staff twenty-four (24) hours a day, seven (7) days a week, including state holidays.
3. The Contractor will provide impact assessment support (as requested by FTB) for subsequent

EXHIBIT 1 - STATEMENT OF WORK

- major versions of Genesys product releases (9.X+).
4. The Contractor will investigate and diagnose all tickets opened and related to Genesys and Virtual Hold applications and will provide resolution to any code defects found within the originally developed application (within the applicable response and resolution timeframes specified within this SOW).
 5. When a suspected application problem is reported to the Contractor, which requires support from Genesys, a case is created in the Genesys Case Management System, and FTB will have read access to all FTB cases.
 6. The Contractor will meet, at a minimum, quarterly with FTB onsite or virtually (at FTB's discretion as determined by FTB) to discuss updates, emerging issues, and statuses of incident reports.
 7. The Contractor will collaborate with other FTB CCP product support suppliers (e.g., AT&T, Cisco, Virtual Hold Technology, OpenText, etc.) to resolve integration issues or problems between Genesys software and FTB's Cisco VOIP infrastructure, Virtual Hold, and Qfiniti implementations.
 8. In addition to standard subscription support, the Contractor will provide up to an approximate **one hundred (100) hours** of Application Support Services (i.e. Professional Services) (total value shall not exceed \$20,000) valid for use at any time during the term specified in Section C. Agreement Term. These professional services would apply to design or configuration required to maintain functionality within FTB's CCP.
 9. The Contractor will provide complete and accurate timesheets to the designated FTB Contract Manager following the completion of Professional Services. The monthly timesheets will reference the Agreement number and FTB Work Authorization (Exhibit A) number. Timesheets will include the name of the Contractor's employees who performed the work, the number of hours expended by the Contractor's employees for each description, and cost per hour worked.
 10. The Contractor will work closely with FTB in monitoring software licensing terms and usage to ensure compliance.

F. STATE'S RESPONSIBILITIES

The following activities and requirements will be completed by the State within a timeframe mutually agreed upon between FTB and Contractor, in order to afford the Contractor the ability to provide the requisite professional services under this Agreement:

1. The State will provide a designated FTB Contract Manager or a designee as specified in Section L. State's Points of Contact to serve as the primary point of contact for the Contractor to interface with during the term of this Agreement.
2. The State's designated FTB Contract Manager or designee is the contact persons to whom the Contractor's communications may be addressed and who has the authority to make decisions on all aspects of the services. This person will review the Agreement and associated documents with the Contractor to ensure understanding of the responsibilities of both parties.
3. The State will provide sufficient access to information, including business and technical requirements documentation, upon request and only as necessary for the Contractor to complete the tasks and deliverables identified in this Agreement.
4. The State's designated FTB Contract Manager and designated FTB Procurement Official will be responsible for reviewing and approving all FTB Work Authorizations (Exhibit A) and all charges for Professional Services as specified in Section P. Professional Services before any work may occur.
5. The States designated FTB Contract Manager is responsible for the review and approval of the Contractor's employees' timesheets following the completion of Professional Services.

G. MINIMUM QUALIFICATIONS (MANDATORY - PASS/FAIL)

EXHIBIT 1 - STATEMENT OF WORK

The Contractor shall provide Genesys-certified consultant(s) to provide the professional services and support specified in this SOW. The Contractor's Key Personnel assigned to this Agreement must possess the minimum required knowledge, skills, abilities, and work experience for the classification type as specified in **Table 1: Minimum Consultant Qualifications**.

The proposed consultant's breadth of knowledge and years of experience as specified in **Table 1: Minimum Consultant Qualifications** will be considered and evaluated on a **Pass/Fail** basis.

TABLE 1: MINIMUM CONSULTANT QUALIFICATIONS		
Role	Required Knowledge, Skills, and Abilities (Required per consultant)	Professional Certifications (Required per consultant)
Consultant(s)	<ul style="list-style-type: none"> Minimum of ten (10) years of experience (per consultant) providing maintenance and application support services for a CCP of similar size and scope to FTB's CCP that uses Cisco VoIP, Genesys voice and eServices applications, including Virtual Hold Technologies. Minimum of ten (10) years of work experience (per consultant) with Genesys systems technical architectural design as a Genesys technical architect. 	<ul style="list-style-type: none"> Genesys Certification Voice Platform 8 Consultant Genesys Engage On-premises Inbound Voice Certification Genesys Engage On-premises SIP Server Certification Genesys Engage On-premises Voice Platform Certification Genesys Engage On-premises Workforce Management Certification Genesys Engage On-premises Interaction Recording Certification Genesys Engage On-premises E-Services Certification Genesys Engage On-premises Composer Routing Certification Genesys Engage On-premises Platform SDK Certification

1. Consultant Resumes (Mandatory - Pass/Fail)

Bidders must submit a completed **Exhibit B**, Resume Shell for **each** proposed consultant. Bidders must use the Exhibit B template to provide the requisite resume information or the bid may be considered non-responsive and may be rejected. The consultant's resume must include work history for the last ten (10) years of employment.

Note: At the State's discretion, Contractor's certifications may be validated with Genesys prior to Agreement award.

H. TRANSITION TO NEW CONTRACTOR

Due to the complexity of FTB's CCP infrastructure, the Contractor must work with FTB's incumbent Primary software maintenance provider to allow for a transition of current services from existing

EXHIBIT 1 - STATEMENT OF WORK

Contractor to new Contractor (at no additional cost to FTB). Transition period shall not exceed sixty (60) state business days from start of new Agreement.

I. SUPPORT PLAN (MANDATORY - PASS/FAIL)

The Contractor will provide a Support Plan (in MS Word, MS Excel, or Adobe PDF) that outlines the process of how FTB requests technical support and how the Contractor provides the support to FTB. The Support Plan must contain the following information at a minimum:

1. Contact information for FTB to report problems and request support both during business hours and after business hours.
2. Procedure for FTB to submit requests for support.
3. Process of responding to FTB's requests.
4. Escalation Plans.
5. Specify preventive services provided.
6. Specify that updates to all supported Genesys Software to new release version will not incur additional charges to FTB.
7. Procedure on how to acquire new releases.
8. Procedure on how to safeguard and transmit the system/log data provided by FTB which contains sensitive information for troubleshooting or problem solving.
9. Procedure on providing an annual system health assessment report that indicates inefficiencies of the current system and gives recommendations for improvements. Health Assessment should be provided annually in February (to be coordinated between the Contractor and FTB).

J. SOFTWARE SUBSCRIPTION SUPPORT - SEVERITY LEVELS

Severity	Criteria	Response Target	Resolution Target
Critical	<ul style="list-style-type: none"> ▪ Impacting a production environment. ▪ Causes a Severe impact on business operations of end customer (e.g. calls cannot be completed or critical business processes are disabled). Alternatively, causes a severe impact on business operations due to the accumulated impact on multiple customers. ▪ Continuous or near continuous interruption of service. ▪ No workaround available. 	Issue to be followed up by Contractor <u>within 60 minutes</u> from the time the issue is reported.	Contractor will continue to work on the problem until it is resolved or a workaround is provided and provide (at a minimum) daily updates.
High	<ul style="list-style-type: none"> ▪ Impacting production or lab environment ▪ In production environment causes a serious impact to business operations of end customer (e.g. call processing altered in such a way as to degrade service quality or handling of business data). Alternatively, causes a non-critical impact to business operations due to the accumulated impact on multiple customers. 	Issue to be followed up by Contractor <u>within 4 hours</u> From the time the issue is reported.	Contractor will make reasonable efforts to provide a correction or workaround within two (2) state business days.

EXHIBIT 1 - STATEMENT OF WORK

Severity	Criteria	Response Target	Resolution Target
	<ul style="list-style-type: none"> In lab environment causes a serious impact to development activity (e.g. causes integration work to be blocked or delays completion of final system testing) Intermittent disruption of service. No stable workaround available. 		
Medium	<ul style="list-style-type: none"> Impacting production or lab environment In production environment causes a minor impact to business operations of end customer (e.g. minimal degradation of call processing or handling of call data). Alternatively, causes a minor impact to business due to the accumulated impact on multiple customers. In lab environment causes a minor impact to development activity. 	Issue to be followed up by Contractor <u>within one (1) business day</u> from the time the issue is reported.	Contractor will make reasonable efforts to resolve the problem or provide a workaround within five (5) business days.
Low	<ul style="list-style-type: none"> Impacting production or lab environment. In production environment causes little or no impact to business operations of end. Alternatively, causes little or no impact to business operations due to the accumulated impact on multiple customers. In lab environment causes little or no impact to development activity. 	Issue to be followed up by Contractor <u>within one (1) business day</u> from the time the issue is reported.	Contractor will make reasonable efforts to resolve the problem or provide a workaround within ten (10) business days.

K. CANCELLATION POLICY

The State may exercise its option to terminate the Agreement at any time with thirty (30) calendar days' prior written notice. In the event of such termination, the State shall pay all amounts due to the Contractor for all services accepted prior to termination.

L. STATE POINTS OF CONTACT

Name	Phone(s)	Fax	E-mail
Minh Nguyen FTB Technical Contact	(916) 845-7258	N/A	Minh.Nguyen@ftb.ca.gov
Marcos Lopez FTB Contract Manager	(916) 845-2814	N/A	Marcos.Lopez@ftb.ca.gov
Bernadette Daugherty FTB Procurement Official	(916) 845-7727	(916) 843-5472	Bernadette.Daugherty@ftb.ca.gov

M. CONTRACTOR POINTS OF CONTACT

Name	Phone(s)	Fax	E-mail
(to be completed by Contractor)	(to be completed by Contractor)	(to be completed by Contractor)	(to be completed by Contractor)

EXHIBIT 1 - STATEMENT OF WORK

N. CONTRACTOR'S KEY PERSONNEL

The following Contractor's Key Personnel will provide the support and services described in this SOW. The State will be notified, in writing, of any proposed changes in the Contractor's Key Personnel assigned to these tasks. The Contractor and the State agree that Contractor's Key Personnel are critical to the performance of the Agreement and cannot be removed without prior FTB approval.

The proposed staff changes must meet or exceed minimum consultant qualifications in **IFB #FTB-2526-00130** requirements including any addenda. The State has the right of refusal for any personnel assigned to these tasks.

Any changes to Contractor Key Personnel will be processed through an approved FTB Work Authorization (Exhibit A). New staff may not report for work until their names have been added to the Agreement through a mutually approved FTB Work Authorization. **No amendment to the Agreement will be needed.**

Name	Phone(s)	E-mail	Tasks
(to be completed by Contractor)	(to be completed by Contractor)	(to be completed by Contractor)	(to be completed by Contractor)

O. CHANGES TO THE SOW

Requests for changes in scope or Agreement terms must be made in writing to the designated FTB Contract Manager. However, no such changes may commence unless approved by FTB, in writing, in the form of an amendment to the Agreement.

P. PROFESSIONAL SERVICES

This Agreement shall include Application Support Services (i.e. Professional Services), the cost of which shall be calculated on a time-and-materials basis and shall not exceed \$20,000.00, in accordance with the rates specified in Cost Worksheet and Payment Provisions (Exhibit 2). Professional Services are identified in Section E. Contractor's Responsibilities, Item 8. Prior to commencement of any work being performed for Professional Services, the Contractor shall have received an approved FTB Work Authorization (Exhibit A) for such work. The labor rates for Professional Services shall not exceed the Professional Services hourly rates as stated in Exhibit 2. FTB Work Authorizations for Professional Services shall include the Contractor's estimated number of hours per labor classification required to complete the work, multiplied by the Professional Services hourly labor rates specified in Exhibit 2. The State will release payment for any FTB Work Authorizations upon State Acceptance of the acceptance criteria specified in the approved FTB Work Authorization in accordance with Exhibit 2.

1. It is understood and agreed by both parties to this Agreement that all of the terms and conditions of this Agreement shall remain in force, with the inclusion of any such FTB Work Authorization. Such FTB Work Authorization shall in no way constitute a new or separate contract. Nor shall such FTB Work Authorization in any way amend or supersede any of the other provisions of this Agreement.
2. Each FTB Work Authorization shall consist of a detailed statement of the purpose, objective, or goals to be undertaken by the Contractor, the job classification or approximate skill level of the personnel to

EXHIBIT 1 - STATEMENT OF WORK

be made available by the Contractor, an identification of all significant material to be developed by the Contractor and delivered to the State, an identification of all significant materials to be delivered by the State to the Contractor, an estimated time schedule for the provisions of these services by the Contractor, completion criteria for the work to be performed, the name or identification of the Contractor personnel to be assigned, the Contractor's estimated work hours required to accomplish the purpose, objective or goals, the Contractor's billing rates per work hour, and the Contractor's estimated total cost of the FTB Work Authorization.

3. All FTB Work Authorizations must be in writing and signed by the Contractor and the State prior to beginning work.
4. The State has the right to require the Contractor to stop or suspend work on any FTB Work Authorization pursuant to the "Stop Work" provision of the IT General Provisions.
5. Personnel resources will not be expended (at a cost to the State) on task accomplishment in excess of estimated work hours required, unless the procedure below is followed:
 - a. If, in the performance of the work, the Contractor determines that a FTB Work Authorization to be performed under this Contract cannot be accomplished within the estimated work hours, the Contractor will immediately notify the State in writing of the Contractor's estimate of the work hours which will be required to complete the FTB Work Authorization in full. Upon receipt of such notification, the State may:
 - i. Authorize the Contractor to expend or provide the estimated additional work hours or services in excess of the original estimate necessary to accomplish the FTB Work Authorization (such an authorization is not unreasonably to be withheld), or
 - ii. Terminate the FTB Work Authorization, or
 - iii. Alter the scope of the FTB Work Authorization in order to define tasks that can be accomplished within the remaining estimated work hours.
 - b. The State will notify the Contractor in writing of its election within seven (7) calendar days after receipt of the Contractor's notification. If notice is given of the election to proceed, the Contractor may expend or provide the estimated additional work hours or services. In that event, the State agrees to reimburse the Contractor for such additional work hours or services.

EXHIBIT A - FTB WORK AUTHORIZATION

Date: *Month, Day, Year*

Subject: *XXX*

Work Authorization #: *X*

FTB Authorized Representative:

Name

Telephone

E-mail

Contractor Authorized Representative:

Name

Telephone

E-mail

Description of Services/Tasks to be Performed:

FTB is requesting the following:

XXX

Schedule Dates:

Start Date: *Month, Day, Year*

Completion Date: *Month, Day, Year*

Estimated Services Hours

XXX

Hourly Rate

\$00.00

Estimated Total Cost

\$00.00

Contractor Personnel to be Assigned

John Doe

Job Classification/Services Category

XXX

Completion Criteria:

XXX

These services/tasks will be performed in accordance with this Work Authorization and the provisions of Agreement number *XXXXXX*.

Approval:

Upon authorized original signature by both parties, the Contractor is approved to perform the services/tasks specified above. Per Agreement number *XXXXXX* the State shall pay the Contractor for services rendered, in arrears. Services invoices prepared in accordance with the aforementioned provisions shall not be submitted more frequently than monthly to the State. This Work Authorization is incorporated by reference into Agreement number *XXXXXX*.

Authorized Representative

Company Name

Contract Manager

Franchise Tax Board

Procurement Official

Franchise Tax Board

* Digital/scanned signatures are acceptable.

EXHIBIT B - RESUME SHELL

Instructions: Bidders must use this format and provide all information required below. A separate Exhibit B, Resume Shell must be provided for each consultant being proposed.

[CONSULTANT'S NAME]

Professional Profile

[Briefly describe consultant's professional background and education/professional certifications relevant to this position.]

Work History

[Company Name and Job Title]	[Company Name, City, State]	[Dates of Employment] [Month & Year - Month & Year]
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Work Experience at this company as it related to the requirements of the solicitation.

[Company Name and Job Title]	[Company Name, City, State]	[Dates of Employment] [Month & Year - Month & Year]
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Work Experience at this company as it related to the requirements of the solicitation.

[Company Name and Job Title]	[Company Name, City, State]	[Dates of Employment] [Month & Year - Month & Year]
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Work Experience at this company as it related to the requirements of the solicitation.

[Company Name and Job Title]	[Company Name, City, State]	[Dates of Employment] [Month & Year - Month & Year]
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Work Experience at this company as it related to the requirements of the solicitation.

Education/Professional Certifications

[Education/Professional Certification]	[Year Certified]	[Number of Years Certified to date]
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EXHIBIT 2 - COST WORKSHEET AND PAYMENT PROVISIONS

A. COST WORKSHEET

Instructions: Bidders will complete the yellow cells in Column F for Line Item 1 - 33 in the embedded Microsoft Excel Cost Worksheet to indicate pricing.



EXHIBIT 2 COST
WORKSHEET.xlsx

Assumptions: The estimated quantities indicated in the Cost Worksheet will be used solely for the purposes of evaluation. The unit prices quoted above by the bidder shall be binding for the term of the Agreement.

B. PAYMENT PROVISIONS

The State agrees to pay the awarded Contractor for Software Subscriptions and Application Support Services (i.e. Professional Services) provided as follows:

1. **Software Subscriptions** shall be paid annually, in advance, upon each term start date(s).
2. **Professional Services** shall be paid in arrears and require an approved FTB Work Authorization prior to commencement of services.

Upon the FTB Contract Manager's written approval, the Contractor shall submit invoices for Professional Services no more than monthly in arrears for all hours worked per individual staff person during the previous calendar month. The Contractor must invoice for actual hours worked per individual for each calendar month. The number of weekly hours the FTB will compensate the Contractor shall be no more than forty (40) hours per individual, unless pre-approved in writing, by the FTB Contract Manager. For partial hours worked, each session must be for a minimum of **one (1) hour** with additional fifteen (15) minute (1/4 hour) increments allowed, thereafter, which shall be prorated. Total hours billed per individual must not exceed the hours approved by FTB with prior written notice.

Invoices shall include the following information:

- ✓ Agreement number
- ✓ FTB Work Authorization number (if applicable)
- ✓ Description of approved work performed
- ✓ Name of the Contractor's employees who performed the described work
- ✓ Number of approved hours expended by the Contractor's employees for each description and cost per hour worked
- ✓ Attach the corresponding Contractor's employees' timesheets following the specified month the approved work was performed
- ✓ Name of approved tasks/deliverables/technical training completed by the Contractor and accepted by the State

Invoices shall be submitted in triplicate, clearly referencing this Agreement number, and be mailed to:

Franchise Tax Board
Attn: Fiscal Accounting
PO Box 2800
Sacramento, CA 95812-2800

EXHIBIT 2 - COST WORKSHEET AND PAYMENT PROVISIONS

C. TRAVEL AND EXPENSES

Travel and per diem are not applicable to this Agreement. FTB will not reimburse Contractor for any travel or expenses.

**EXHIBIT 3 - FTB SPECIAL PROVISIONS FOR SERVICES
MODIFIED (04/29/2025)**

A. CONFLICT OF INTEREST

In recognition of the fact that the Contractor personnel providing services under this Agreement may perform similar services from time to time for others, this Agreement shall not prevent the Contractor from performing such similar services or restrict from using the personnel provided to the State under this Agreement, providing that such use does not conflict with the performance of services under this Agreement.

During the performance of this Agreement, should the Contractor become aware of a financial conflict of interest that may foreseeably allow an individual or organization involved in this Agreement to materially benefit from the State's adoption of an action(s) recommended as a result of this Agreement, the Contractor must inform the State in writing within ten (10) State business days. If, in the State's judgment, the financial interest will jeopardize the objectivity of the recommendation, the State shall have the option of terminating the Agreement.

Failure to disclose a relevant financial interest on the part of the Contractor will be deemed grounds for termination of the Agreement, with all associated costs to be borne by the Contractor.

B. CONFIDENTIALITY OF DATA

Any data or information that the State identifies to the Contractor to be confidential (other than state tax return information and other information described in Revenue and Taxation Code Sections 19542, 19542.1, 19542.3, and 19552, and Government Code Section 90005, which will be treated as set forth in Exhibit 4 - Special Terms and Conditions), will be treated in the following manner:

1. Any employee, agent or representative of the Contractor whose duties require access to such data or information, or to any equipment or device which contains such data or information, may be required to sign a Confidentiality Statement (FTB Form 7904 or FTB Form 7912, or both).
2. When Contractor exercises the option to replace defective parts of any equipment or device containing confidential data, Contractor will certify to the State that all such data contained therein has been destroyed and is no longer readable. Any hard copy printouts created during testing or servicing of equipment or devices, which disclose any confidential data or information will be destroyed by the Contractor in accordance with Internal Revenue Service specifications, or will be given to the State for proper disposal.

C. GENERAL ACCESSIBILITY REQUIREMENTS

1. Contractor shall ensure and warrants that all products and services consisting of or utilizing electronic, information or communication technology (EICT), including but not limited to software and web-based applications, meet the applicable requirements of each of the following statutes, regulations, standards, guidelines and policies ("Requirements"):
 - a. California Government Code (Cal. Gov. Code) section 11135, which prohibits discrimination on the basis of physical or mental disability and other grounds;
 - b. Section 202 of the Americans with Disabilities Act of 1990, as amended (42 United States Code (U.S.C.) § 12132, et seq.), and the federal rules and regulations adopted in implementation thereof, which are incorporated in California law by Cal. Gov. Code section 11135;
 - c. Cal. Gov. Code section 7405, which:

**EXHIBIT 3 - FTB SPECIAL PROVISIONS FOR SERVICES
MODIFIED (04/29/2025)**

- i. Incorporates in California law Section 508 of the Rehabilitation Act of 1973, as amended [29 (U.S.C. Sec. 794d), and implementing regulations, as set forth in 36 Code of Federal Regulations (CFR) Part 1194, and
 - ii. Requires Contractors with state governmental entities subject to Cal. Gov. Code section 11135 to respond to and resolve complaints regarding accessibility of its EICT products and related services;
 - d. To the extent any telecommunications products or services are provided under the Agreement, 47 USC section 255 and related regulations, including 47 CFR Parts 6, 7, 14 and (if real-time text functionality is provided) 67;
 - e. California Fair Employment and Housing Act (Cal. Gov. Code §§ 12900-12953 & 12960-12976);
 - f. Unruh Civil Rights Act (California Civil Code § 51);
 - g. Disabled Persons Act (California Civil §§54-54.1);
 - h. Cal. Gov. Code sections 19230-19237;
 - i. Web Content Accessibility Guidelines (WCAG) 2.1 Levels A and AA;
 - j. WCAG 1.0 Level AA, to the extent these guidelines include additional requirements that are not included in and are not inconsistent with WCAG 2.1 Levels A and AA;
 - k. State Administrative Manual (SAM) Section 4833;
 - l. Statewide Information Management Manual (SIMM) Section 25.
2. Contractor shall ensure that its products and services maintain or enhance, and do not diminish, the net accessibility, usability and compatibility of FTB's existing environment and applications.
3. All documentation, user guides, training materials and services, and challenge response password and other identity-verification systems must meet the Requirements. The Contractor shall ensure that individuals with disabilities have access to the full functionality and documentation for the product, including instructions, product information (including information on accessible features), and technical support which is provided to individuals without disabilities.
4. All subsequent updates, upgrades, bug-fixes and patches provided pursuant to the Agreement shall meet the Requirements set forth herein.
5. In accordance with Cal. Gov. Code section 7405, subdivision (b), the Contractor shall have an ongoing obligation to promptly respond to and resolve any complaint regarding accessibility of its EICT products and services that is brought to the attention of the Contractor, to the satisfaction of the State.
6. A failure to meet any of the Requirements may result in rejection of the product or services by FTB, withholding of payment, a complaint filed with California Civil Rights Department (fka Department of Fair Employment and Housing (DFEH), a civil action, or other remedies, including, but not limited to, those provided in Cal. Gov. Code sections 11136 – 11139 and 12930, and DGS PD 402/403-ITGP (Cloud or Non-Cloud, whichever applies) Revised and effective 02/20/2025.
7. In the event of a conflict between accessibility standards, the highest standard will apply.

D. SMALL BUSINESS PARTICIPATION REPORTING REQUIREMENT

If for this Agreement, Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Agreement report to the FTB Procurement contact the actual percentage of small business participation that was achieved. (Govt. Code § 14841.). The *Prime Contractor's Certification - SB Subcontractor Report* shall be sent via hard copy or sent electronically to the procurement contact. It is incumbent on the Contractor to submit the subcontracting form within the specified timeframe.

EXHIBIT 3 - FTB SPECIAL PROVISIONS FOR SERVICES MODIFIED (04/29/2025)



SB Subcontractor
Report.pdf

E. DVBE PARTICIPATION REPORTING REQUIREMENT

If for this Agreement, the Contractor made a commitment to use a disabled veteran business enterprise (DVBE), then, pursuant to Military and Veterans. Code section 999.5, subdivision (d), upon completion of this Agreement, and prior to the last payment being made by FTB, the Contractor (referred to as the prime contractor under the statute) certify DVBE usage by completing and submitting the *Prime Contractor's Certification - DVBE Subcontractor Report* (STD 817) to FTB. Failure to submit the certification will be cause for FTB to withhold ten thousand dollars (\$10,000) from the final payment, or the full final payment if less than ten thousand dollars (\$10,000). It is incumbent on the Contractor to certify the following:

- a) The total amount the prime contractor received under the Agreement;
- b) The name, address, Contract number and certification ID number of the DVBE(s) that participated in the performance of this Agreement;
- c) The amount and percentage of work the prime contractor committed to provide to one or more DVBE(s) under the requirements of the Agreement, and the total amount of payments each DVBE received from the prime contractor;
- d) That all payments under the Agreement have been made to the DVBE(s); and
- e) The actual percentage of DVBE participation that was achieved.

Upon request, the Contractor shall provide proof of payment to the DVBE(s) for the work prior to the last contract payment being made to the Contractor by FTB.

A Contractor that fails to comply with the certification requirement shall, after notice, be allowed to cure the defect. Notwithstanding any other law, if, after at least 15 calendar days but not more than 30 calendar days from the date of notice, the Contractor refuses to comply with the certification requirements, FTB shall permanently deduct ten thousand dollars (\$10,000) from the final payment, or the full payment if less than ten thousand dollars.

The *Prime Contractor's Certification - DVBE Subcontractor Report* (STD 817) shall be sent via hard copy or sent electronically to the procurement contact stated in the Agreement. It is incumbent on the Contractor to submit the completed subcontracting report form timely at the end of the Agreement.



DVBE
Subcontractor Repo

F. FTB CENTRAL OFFICE WORKSITE POLICIES

1. Badges

FTB issues a security identification badge (badge) to all persons who enter the central office campus secure buildings. The badge serves as a means of identification and/or a means of gaining authorized access to the facility. Badges allow access with allowances or restrictions for specific locations, days and times.

EXHIBIT 3 - FTB SPECIAL PROVISIONS FOR SERVICES MODIFIED (04/29/2025)

The Worksite Security Section of FTB will arrange for the Contractor's staff assigned to FTB to be issued a non-employee badge. The assigned Contractor's staff will be required to complete and pass a California Department of Justice criminal history background check. The Contractor's staff must present their badge at the access point using the electronic badge reader to enter the facility. The Contractor's staff must wear the badge above the waist on their front torso at all times while on the premises.

The photograph must be easily visible and presented to security officers or authorized management upon request. If the badge is lost, misplaced or stolen, the Contractor's staff must notify FTB staff, who will work with the Contractor's staff to get a new badge issued.

If the Contractor's staff does not have their badge, they can report to the Welcome Center in the Lobby, and Worksite Security can issue a temporary badge. The temporary badge is issued and active for one day only. The permanent badge is disabled until the Contractor's staff returns both the temporary and permanent badge to the Welcome Center in the Lobby, at which time the permanent badge will be re-enabled for access permissions.

Badges are the property of the department. The badge must be surrendered if the Contractor's staff is no longer assigned to FTB.

Security officers will request individuals within the FTB central office campus who do not have a visible badge to present it immediately. The security officer will direct or escort non-employees to the Welcome Center to contact the host/sponsor to obtain an authorized badge. If a Contractor staff member does not have an assigned badge and is required to come on-site, they must arrange with the Worksite Security Section to have a visitor badge issued and must be escorted.

2. Parking

All persons driving on FTB's premises are expected at all times to obey our traffic and parking policies and rules, as well as all applicable provisions of the California Vehicle Code.

Do not park in numbered, reserved or disabled access spaces. Worksite Security Services is responsible for traffic management and parking enforcement services at the central office campus. Driving and parking on our premises is a privilege, not a right.

Violations of our policies and/or California Vehicle Code provisions on our property may result in a local law enforcement, California Highway Patrol or private security citation, and/or towing directed by the California Highway Patrol.

G. INSURANCE REQUIREMENTS

1. General Requirements

If self-insured, review and approval of financial information may be required. Coverage needs to be in force for the complete term of the Agreement. If insurance will expire 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 that insurance. The new insurance must still meet the terms of the original Agreement.

EXHIBIT 3 - FTB SPECIAL PROVISIONS FOR SERVICES MODIFIED (04/29/2025)

In the event Contractor 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 the Agreement upon the occurrence of such event, subject to the provisions of the Agreement.

Insurance policies shall contain a provision that states that coverage will not be cancelled without 30 days' prior written notification to the State. Any insurance required to be carried shall be primary, and not excess, to any other insurance carried by the State.

2. Commercial General Liability

Contractor shall maintain general liability insurance coverage with limits of not less than \$1,000,000.00 per occurrence for bodily injury and property damage liability combined. 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 a claim is made or suit is brought, subject to the Contractor's limit of liability. The policy must include the State of California, its officers, agents, employees and servants as additional insureds, but only insofar as the operations under the Agreement are concerned.

3. Workers' Compensation/Employer's 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, including special coverage extensions where applicable. Employer's liability limits of not less than \$1,000,000.00 shall be required.

H. INDEPENDENT CONTRACTORS

1. In addition to the Independent Contractor's section provided in section 20.1 of DGS PD 402/403-ITGP (Cloud or Non-Cloud, whichever applies) Revised and effective 02/20/20255, the Contractor represents that it has, or shall secure at its own expense, all staff, including subcontractors and legal staff, required to perform the services described in this Agreement. Such personnel shall not be employees of or have any personal contractual relationship with any governmental entity of the State of California.
2. In accordance with its status as an independent Contractor, the Contractor agrees that it will conduct itself consistently with such status, that it will neither hold itself out as nor claim to be an officer or employee of the State, and that it will not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the State, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.
3. The State disclaims any obligation to employ the Contractor's services for any future consulting needs, other than the services required by this Agreement.
4. Termination or expiration of this Agreement does not relieve the Contractor of the responsibility to turn over to FTB immediately upon request all information, whether in paper format or electronic data, received from or on behalf of FTB, or created for FTB.

**EXHIBIT 3 - FTB SPECIAL PROVISIONS FOR SERVICES
MODIFIED (04/29/2025)**

I. INDEMNIFICATION

In addition to the indemnification provided in section 11 of DGS PD 402/403-ITGP (Cloud or Non-Cloud, whichever applies) Revised and effective 02/20/2025, Contractor agrees that if, in connection with the performance of this Agreement, Contractor's subcontractor, agent or employee is determined in a judicial or administrative proceeding, mediation or arbitration, or settlement of any of the foregoing, to be an employee of the State, either alone or as a co-employer with Contractor, Contractor agrees to indemnify and hold the State harmless from any and all claims, damages, costs, expenses and liabilities related to the Agreement, including, but not limited to, wages, unemployment insurance benefits, penalties, fines, fees, legal fees and costs, mediator's or arbitrator's fees and costs, and interest. This provision is an express exception to the limitation of liability provided in paragraph 12.1 of DGS PD 402/403-ITGP (Cloud or Non-Cloud, whichever applies) Revised and effective 02/20/2025, pursuant to either (A) or (B) of that paragraph, including, but not limited to damages for violation of paragraph 12.2 of DGS PD 402/403-ITGP, pursuant to either (i) or (ii) of that paragraph, including, but not limited to damages for violation of paragraph 7 of GSPD-401IT, and Contractor agrees that Contractor may be liable to the State for consequential, incidental, indirect, special or punitive damages to the extent set forth in this paragraph in the event Contractor's subcontractor, agent or employee is determined in a judicial or administrative proceeding, mediation or arbitration, or settlement of any of the foregoing, to be an employee of the State, either alone or as a co-employer.

EXHIBIT 4 - FTB SPECIAL TERMS AND CONDITIONS

1. **STATEMENT OF CONFIDENTIALITY:** The Franchise Tax Board has state tax return information and other information and data in its custody, which are confidential. Unauthorized inspection or disclosure of state returns or other confidential information or data is a misdemeanor (Revenue and Taxation Code Sections 19542, 19542.1, 19542.3 and 19552, and California Government Code Section 90005). This agreement does not include IRS-sourced data.

For purposes of this exhibit, the terms “information” and “data” are used interchangeably and each, when used, encompasses the meanings of both terms. As used in this exhibit, the terms “confidential information” and “confidential data” each include “sensitive information and data”.

Upon the approval of this Agreement and prior to any access to the confidential data of FTB, the Contractor, the Contractor’s subcontractors, and each of the Contractor’s and subcontractors’ employees who may have access to the confidential data, shall be required to have on file annually a signed Vendor/Contractor Confidentiality Statement (FTB Form 7904 or FTB Form 7912, or both), attesting to the fact that it/he/she is aware of the confidential data and the penalties for unauthorized access, inspection, acquisition, or disclosure thereof under applicable state and federal law. To the extent state tax return information and other information contemplated under this Exhibit 4, Section 1 is provided, the Contractor, the Contractor’s subcontractors and each of the Contractor’s and subcontractor’s employees who may have access to the confidential data shall be required to complete Privacy, Security, and Disclosure Training (PSDT) provided by FTB. The training must be completed within two (2) business days of commencing work with FTB, and annually thereafter. Upon completion of the PSDT, a Privacy, Security and Disclosure Training Certification (FTB Form 7819) will be provided, to be signed confirming that the training was completed and returned to FTB.

2. **USE OF INFORMATION:** The Contractor agrees that the information furnished or secured pursuant to this Agreement shall be used solely for the purposes described in the Scope of Work of Exhibit 1. The Contractor further agrees that information obtained under this Agreement will not be reproduced, published, sold, or released in original or in any other form for any purpose other than as identified in the Scope of Work of Exhibit 1.
3. **DATA OWNERSHIP:** The confidential tax information or other confidential information being provided under this Agreement remains the exclusive property of FTB. Confidential tax information and other confidential information are not open to the public and require special precautions to protect from loss and unauthorized access, inspection, acquisition, use, disclosure, modification, or destruction. The Contractor shall have the right to use and process the disclosed information for the purposes stated in the Scope of Work of Exhibit 1 of this Agreement, which right shall be revoked and terminated immediately upon termination of this Agreement.
4. **BACKGROUND CHECK AND FINGERPRINTING OF CONTRACTOR PERSONNEL:** FTB will investigate the personal history of all Contractor personnel who will have access to FTB’s facilities, data systems or confidential materials during the term of the contract. FTB will require such Contractors, subcontractors, independent contractors, and their employees to complete a Personal History Statement and be fingerprinted. Fingerprints will be sent to the California Department of Justice for information regarding prior criminal history and subsequent arrests while the Agreement is in effect. Based upon the results, FTB reserves the right to prohibit individuals from performing work under this Contract.

As part of the background check, FTB may require tax identification information to validate compliance with the California Revenue and Taxation Code throughout the term of the contract. Compliance with the Revenue and Taxation Code means an individual has filed all required State income tax returns, and all State income taxes are paid or a current payment installment agreement

EXHIBIT 4 - FTB SPECIAL TERMS AND CONDITIONS

is in place. Prospective contract staff are encouraged to verify their individual filing status by calling 1-800-852-5711 to resolve any potential tax compliance issues.

FTB requires all contractors, subcontractors, and members of their staff to be residents of the United States. All contractors, subcontractors, and members of their staff must also be eligible for authorization to work in the US. Individuals must be: (1) US citizens; (2) lawful permanent residents; or (3)(a) foreign nationals, (b) nonresident aliens, or (c) nonimmigrants, all with the appropriate work visas. Before we grant access to our facilities or data systems, contractors, subcontractors, and members of their staff must meet the citizenship requirement or have the appropriate documentation to work in the US. FTB verifies work eligibility through the E-Verify system.

If the Contractor, subcontractor or a member of the Contractor's or subcontractor's staff (including replacements) is ineligible to work for FTB, the Contractor will be notified. If the Contractor is unable to provide an eligible replacement per the terms of this Agreement, it may be deemed a breach of this contract and may be grounds for termination of this Agreement.

5. **EMPLOYEE ACCESS TO INFORMATION:** The Contractor agrees that the information obtained will be kept in the strictest confidence and shall make information available to its own employees only on a "need-to-know" basis. The "need-to-know" standard is met by authorized employees who need the information to perform their official duties in connection with the uses of the information authorized by this Agreement. Each party recognizes its responsibility to protect the confidentiality of the information in its custody as provided by law and ensure that such information is disclosed only to those individuals and for such purposes as are authorized by law and this Agreement.
6. **PROTECTING CONFIDENTIAL INFORMATION / INCIDENT REPORTING:** The Contractor, in recognizing the confidentiality of FTB information, agrees to take all appropriate precautions to protect the confidential information obtained pursuant to this Agreement from unauthorized access, use, or disclosure. The Contractor will conduct oversight of its users with access to the confidential information provided under this Agreement and will immediately notify FTB's Information Security Audit & Investigations Unit (SecurityAuditMail@ftb.ca.gov) of any unauthorized or suspected unauthorized accesses, uses and/or disclosures (incidents). For purposes of this section, "immediately" is defined as within 24 hours of the discovery of the breach or suspected breach. The notification must describe the incident in detail and identify responsible personnel (name, title, and contact information). The Contractor will provide to FTB the information necessary to comply with the incident reporting requirements provided in Civil Code Section 1798.29, State Administrative Manual (SAM) Chapter 5300 and Sections 8643, and Statewide Information Management Manual 5340-A and 5340-C to facilitate or fulfill the required reporting to the taxpayers or state oversight agencies.
7. **INFORMATION SECURITY:** Information security is defined as the preservation of the confidentiality, integrity, and availability of information. A secure environment is required to protect the confidential information obtained from FTB pursuant to this Agreement. The Contractor shall store the information so that it is physically secure from unauthorized access. The records received by the Contractor shall be securely maintained and accessible only by the employees of the Contractor who are committed to protect the data from unauthorized access, use, or disclosure. All FTB electronic data must be encrypted when in transit using FIPS 140-3 approved encryption technology, and be password protected and secure at all times when in storage. Confidential information obtained from FTB must be secured in accordance with the SAM Chapters 5100 and 5300 (Information Security); National Institute of Standards and Technology (NIST) Special Publication 800-53 (moderate); and additional security requirements provided by FTB. If this Agreement calls for Federal Tax Information (FTI) to be provided by FTB, the Contractor must also comply with Internal Revenue Service Publication 1075. FTB may require that a Security Questionnaire for the Contractor receiving confidential data from FTB be completed or on file with FTB's Chief Security Officer, or his/her designee.

EXHIBIT 4 - FTB SPECIAL TERMS AND CONDITIONS

8. CLOUD COMPUTING ENVIRONMENT: Contractors receiving FTB's confidential data must submit a completed FTB Cloud Security Questionnaire before using a Cloud Computing Environment. The questionnaire will be reviewed for approval by FTB's Chief Security Officer, or his/her designee. A Cloud Computing Environment cannot be used to receive, transmit, store, or process FTB's confidential data without prior written approval from FTB's Chief Security Officer.
9. GENERATIVE AI DISCLOSURE OBLIGATIONS:
 - a. The following terms are in addition to the defined terms and shall apply to the Contract:
 - 1) "Generative AI (GenAI)" means an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data. (Cal. Gov. Code § 11549.64.)
 - b. Contractor shall immediately notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term "materially impacts" shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.
 - c. Notification shall be provided to the State designee identified in this Contract.
 - d. At the direction of the State, Contractor shall discontinue the provision to the State of any previously unreported GenAI that results in a material impact to the functionality of the System, risk to the State, or Contract performance, as determined by the State.
 - e. If the use of previously undisclosed GenAI is approved by the State, then Contractor will update the Deliverable description, and the Parties will amend the Contract accordingly, which may include incorporating the GenAI Special Provisions into the Contract, at no additional cost to the State.
 - f. The State, at its sole discretion, may consider Contractor's failure to disclose or discontinue the provision or use of GenAI as described above, to constitute a material breach of Contract when such failure results in a material impact to the functionality of the System, risk to the State, or Contract performance. The State is entitled to seek any and all remedies available to it under law as a result of such breach, including but not limited to termination of the contract.
10. DESTRUCTION OF RECORDS: All records received by the Contractor from FTB, and any database created, copies made, or files attributed to the records received, will be returned or destroyed upon completion of the business purpose for which they were obtained. The records shall be destroyed in a manner to be deemed unusable or unreadable, and to the extent that an individual record can no longer be reasonably ascertained.
11. SAFEGUARD REVIEW: FTB retains the right to conduct on-site safeguard reviews of the Contractor's use of FTB's information and the Contractor's security controls established. The safeguard reviews may include, but are not limited to, an examination of the adequacy of information security controls, application of the "need-to-know" standard, and use justifications established by the Contractor to ensure compliance with the terms and conditions of this Agreement. FTB will provide a minimum of seven (7) days' notice of a safeguard review being conducted by FTB staff.
12. DISPUTE RESOLUTION: In the event of a dispute, the Contractor shall file a "Notice of Dispute" with FTB's Chief Financial Officer within ten (10) days of discovery of the problem. Within ten (10) days, the Chief Financial Officer, or his/her designee, shall meet with the Contractor's designee for

EXHIBIT 4 - FTB SPECIAL TERMS AND CONDITIONS

purposes of resolving the dispute. The decision of the Chief Financial Officer shall be final. In the event of a dispute, the language contained within this Agreement shall prevail over any other language, including that of the bid proposal. Upon resolution of a dispute, such resolution shall be set forth in writing and shall be maintained by the parties.

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

The State of California and Contractor will each bear their own respective federal, state and local tax liabilities arising from this Agreement. It is expressly understood that neither the State nor the Contractor will assign, shift, pass on or otherwise assume the tax liabilities of the other party.

14. **FTB LIABILITY:** The Contractor warrants, by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, FTB will, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
15. **POTENTIAL SUBCONTRACTORS:** Prior to the use of any subcontractor to store, use, process, transmit, and/or access FTB's data, Contractor must submit notification to, and seek written approval from, FTB at least 60 days in advance. The notification must include the complete name and address of the entity, location(s) where the data is or will be stored or used, and name, phone number, and email address of the subcontractor's primary point of contact for this Agreement. FTB will require a Security Questionnaire from the subcontractor(s) and perform risk analysis to meet FTB's security requirements, prior to allowing the subcontractors(s) access to FTB data. FTB approval must be obtained prior to a subcontractor(s)' access, acquisition, storage, use, processing, and/or transmission of FTB data.

Nothing contained in this Agreement or otherwise shall create any contractual relationship between FTB and any subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to FTB for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by any of them, as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor agrees to be responsible for ensuring that its subcontractors and persons either directly or indirectly employed by its subcontractors who may have access to FTB's confidential data are informed of, and comply with, all of the terms and conditions of this Exhibit 4. The Contractor's obligation to pay its subcontractors is an independent obligation from FTB's obligation to make any payments to the Contractor. As a result, FTB shall have no obligation to pay or to verify the payment of any monies to any subcontractor or agent of the Contractor.

16. **DENIAL OF ACCESS TO SUBCONTRACTOR:** FTB reserves the right to deny access to the Contractor's subcontractor immediately in the event FTB determines, in its sole discretion, that the subcontractor is not in compliance with, or at any time in the past has not complied with, any terms or conditions of this Exhibit 4, or that the results of an FTB safeguard review of the subcontractor's use of FTB information or security controls, including as identified through an Inspection described under paragraph 10 of this Exhibit, are not satisfactory to FTB. FTB will provide written notice to the

EXHIBIT 4 - FTB SPECIAL TERMS AND CONDITIONS

Contractor upon termination of the subcontractor's access. Unless terminated earlier, subcontractor's access shall be terminated automatically upon termination of this Agreement, without further notice to the subcontractor. The subcontractor's obligations to protect the confidentiality of FTB's data and information, including the destruction of records, shall survive the termination of the subcontractor's access to FTB data and information under this Agreement and the termination of this Agreement.

17. **SOFTWARE:** The 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.
18. **TAX COMPLIANCE:** The Contractor must be in compliance with the Revenue and Taxation Code throughout the term of the Agreement. Failure to comply with this provision shall be deemed to be a breach of this Agreement and shall be grounds for cancellation of this Agreement.
19. **SURVIVAL OF OBLIGATION TO PROTECT DATA:** The Contractor's obligation to protect the data and information received from FTB shall survive the expiration or termination of this Agreement. In the event FTB continues to provide any data or information to the Contractor after the expiration or termination of this Agreement, the Contractor agrees to continue to protect all such data and information received in accordance with the provisions of this Exhibit 4, and all applicable state and federal laws.
20. **EXECUTIVE ORDER N-6-22 RUSSIA SANCTIONS:** On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

ATTACHMENT 1 - TEMPLATE FOR QUESTION SUBMITTAL

Bidders are requested to use this form when submitting questions to the Procurement Official. Instructions are as follows:

Name of Bidder - Provide the name of the Bidding firm.

Contact Person - Provide the name of the person to contact if the State needs clarification about the question.

Contact E-mail and Phone # - Provide the e-mail and phone number (including area code) for the listed contact person.

Q # - Sequentially number each question, always starting at one (1) for each submission.

Section/Document(s) - Identify the section or document the request pertains to, such as "Sales Tax section in IFB".

Page # - Identify the page number of the section/document name or title the question pertains to.

Question - Write the question in this column.

Expand or reduce the number of rows to accommodate the number of questions.

Table 1 - Question Submittal Form

Name of Bidder: _____

Contact Person: _____

Contact E-mail and Phone Number: _____

Q #	Section/Document(s)	Page #	Question
1.			
2.			
3.			

ATTACHMENT 2 - TEMPLATE FOR REQUEST FOR CHANGES SUBMITTAL

Bidders are requested to use this form when submitting request for changes to the Procurement Official. Instructions are as follows:

Name of Bidder - Provide the name of the Bidding firm.

Contact Person - Provide the name of the person to contact if the State needs clarification about the request for change.

Contact E-mail and Phone # - Provide the e-mail and phone number (including area code) for the listed contact person.

Ch # - Sequentially number each change, always starting with number 1 for each request.

Section/Document(s) - Identify the section or document the request pertains to, such as "Sales Tax section in IFB."

Page # - Identify the page number the change pertains to.

Proposed Change - Write the requested change in this column. The Bidder shall apply tracked changes to ensure the change is evident.

Bidder's Rationale - Provide explanation or the motivation for the requested change.

Expand or reduce the number of rows to accommodate the number of questions.

Table 2 - IFB Bidder Request for Change Form

Name of Bidder: _____

Contact Person: _____

Contact E-mail and Phone Number: _____

Ch #	Section/Document(s)	Page #	Proposed Change (in tracked changes)	Bidder's Rationale
1.				
2.				
3.				

ATTACHMENT 3 - CONFIDENTIALITY STATEMENT

As an authorized representative and/or corporate officer of the company named below, I warrant my company and its employees will not disclose any documents, diagrams, information and information storage media made available to us by the State for the purpose of responding to **IFB FTB-2526-00130** or in conjunction with any Contract arising there from. I warrant that only those employees who are authorized and required to use such materials will have access to them.

I further warrant that all materials provided by the State will be returned promptly after use and receipt of a written request therefor and that all copies or derivations of the materials not containing Canon intellectual property will be physically and/or electronically destroyed (except as to computer records or files containing such information created pursuant to any automatic archiving or back-up procedures which cannot reasonably be deleted, provided that in all such cases our company shall not access or use, any such records or files following the date on which our company would have otherwise returned or destroyed such information). I will include with the returned materials, a letter attesting to the complete return of materials, and documenting the destruction of copies and such derivations. Failure to so comply may subject this company to liability, both criminal and civil, including all direct damages to the State and third parties. I authorize the State to inspect such letter and verify the above.

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

Signature of Representative

Date

Typed Name of Representative

Typed Name of Company

ATTACHMENT 4 - SELLER'S PERMIT CERTIFICATION

ATTACH A COPY OF CALIFORNIA SELLER'S PERMIT HERE.

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

<https://www.cdtfa.ca.gov/formspubs/pubs.htm>

<https://www.cdtfa.ca.gov/formspubs/pub73.pdf>

ATTACHMENT 5 - POSTCONSUMER RECYCLED-CONTENT CERTIFICATION

ATTACH A COPY OF POSTCONSUMER RECYCLED-CONTENT CERTIFICATION HERE.

For more information on postconsumer recycled-content certification, refer to the following link:

<https://calrecycle.ca.gov/buyrecycled/stateagency/vendored/form74guide/>

ATTACHMENT 6 - PAYEE DATA RECORD

ATTACH A COPY OF PAYEE DATA RECORD (STD. 204) HERE.

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

Payee Data Record Supplemental (STD. 205):

The STD. 205 must be used to provide the supplier's remittance address information if different than the mailing address on the STD. 204. This form allows suppliers to provide up to five (5) additional remittance addresses and identify up to three (3) additional authorized representatives for the payee. Refer to the following website link for more details: <https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std205.pdf>

ATTACHMENT 7 - IRAN CONTRACTING ACT OF 2010

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

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

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

OPTION #1 - CERTIFICATION

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

Vendor Name/Financial Institution (Printed):		Federal ID Number (or n/a):
By (Authorized Signature):		
Printed Name and Title of Person Signing:		
Date Executed:	Executed at:	

ATTACHMENT 7 - IRAN CONTRACTING ACT OF 2010

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 bid for, or enters into or renews, a contract for goods and services.

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

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

ATTACHMENT 8 - BIDDER DECLARATION (GSPD-05-105)

A copy of the Bidder Declaration (GSPD-05-105) and its instructions is available as a fill and print PDF at: www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd05-105.pdf

ATTACHMENT 9 - DVBE DECLARATIONS (STD. 843)

A copy of the STD. 843, Disabled Veteran Business Enterprise Declarations and its instructions is available as a fill and print PDF at: https://www.documents.dgs.ca.gov/dgs/fmc/gs/pd/pd_843.pdf

ATTACHMENT 10 - CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

ATTACH A COPY OF CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION HERE.

A copy of the California Civil Rights Laws Certification is available at: <https://www.dgs.ca.gov/-/media/Divisions/OLS/Forms/CALIFORNIA-CIVIL-RIGHTS-LAWS-ATTACHMENT.pdf>

ATTACHMENT 11 - BIDDING PREFERENCES AND INCENTIVES

ALL BIDDERS: COMPLETE ALL SECTIONS BELOW AND SUBMIT WITH YOUR BID.

1. SMALL BUSINESS PREFERENCE:

Bidder must check the appropriate box from the choices below.

- ☐ I am a DGS certified Small Business and claim the Small Business Preference. My DGS Small Business certification number is: _____
- ☐ I have recently filed for DGS Small Business preference but have not yet received certification, but I am claiming the Small Business preference.
- ☐ I am not a DGS certified Small Business, but 25% or more of the revenue from the award will go to DGS certified Small Business Subcontractors performing a Commercially Useful Function and; therefore, I am claiming the preference.

Bidder must complete and submit Attachment 9, Bidder Declaration (GSPD-05-105), indicating the percentage of the revenue that will be received by each DGS certified Small Business Subcontractor. The form can also be found at the following link:

<https://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd05-105.pdf>

- ☐ I am not claiming the DGS Small Business preference.

2. DVBE INCENTIVE:

Bidder must check the appropriate box from the choices below.

- ☐ I am a DGS certified DVBE. A copy of my STD. 843 form is attached.
- ☐ I have recently filed for DGS DVBE certification, but have not yet received certification.
- ☐ I am not a DGS certified DVBE, but a percentage of the revenue will be going to DGS certified DVBE Subcontractors performing a Commercially Useful Function, and therefore, I am claiming the DVBE incentive.

Bidder must submit a complete Attachment 9, Bidder Declaration (GSPD-05-105), indicating the percentage of the revenue that will be received by each DGS certified DVBE Subcontractor. Bidder must also submit an Attachment 10, DVBE Declarations (STD. 843), for each DVBE Subcontractor, signed by the DVBE owner/manager. The form can be found on the following link: <https://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd05-105.pdf>

- ☐ I am not claiming the DVBE incentive.

3. ADDITIONAL BIDDING PREFERENCES:

The Bidder shall check the appropriate box or boxes from the choices below.

- ☐ I am not claiming the TACPA preference
- ☐ I am claiming the TACPA bidding preference.
Bidder must submit Attachment 14, TACPA Preference Request (STD. 830)

Bidder Name: _____

Bidder Signature: _____

Date: _____

ATTACHMENT 12 - COMMERCIALLY USEFUL FUNCTION CERTIFICATION

ALL BIDDERS: COMPLETE ALL SECTIONS BELOW AND SUBMIT ONE FORM FOR EACH SB/DVBE WITH YOUR BID.

Bidder Name: _____

Subcontractor Name _____

Mark all that apply: DVBE: ☐ Small Business: ☐ Micro Business: ☐ N/A: ☐

All certified Small Business, Microbusiness, and/or DVBE contractors, subcontractors or suppliers must meet the commercially useful function requirements under Government Code, Section 14837(d)(4) (for SB) and Military and Veterans Code, Section 999(b)(5)(B) (for DVBE).

If you are a certified Small Business, Microbusiness, and/or DVBE please answer the following questions, as they apply to your company when fulfilling a resulting agreement.

1	Will your company be responsible for the execution of a distinct element of the resulting agreement?	YES <input type="checkbox"/> NO <input type="checkbox"/>
2	Will your company be actually performing, managing, or supervising an element of the resulting agreement?	YES <input type="checkbox"/> NO <input type="checkbox"/>
3	Will your company be performing work on the resulting agreement that is normal for its business, services, and functions?	YES <input type="checkbox"/> NO <input type="checkbox"/>
4	Will your company be 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?	YES <input type="checkbox"/> NO <input type="checkbox"/>
5	Will there be any subcontracting that is greater than that expected to be subcontracted by normal industry practices for the resulting agreement?	YES <input type="checkbox"/> NO <input type="checkbox"/>

A response of "No" in questions 1-4, or a response of "Yes" in question 5, may result in your response being eliminated from consideration. At the State's option prior to award, Supplier may be required to submit additional written clarifying information.

The bidder must provide a written statement below detailing the role, services and goods the subcontractor(s) will provide to meet the commercially useful function requirement. If the bidder is not claiming a SB or DVBE, indicate "Not claiming a preference" in the box below.

At the State's option prior to award, bidders may be required to submit additional written clarifying information.

By signing this form, the undersigned bidder certifies that the Certified SB or DVBE satisfies the Commercially Useful Function requirement, and will provide the role, services, and/or goods stated above.

Bidder Signature: _____

Printed/Typed Name: _____ Date: _____

ATTACHMENT 13 - TACPA PREFERENCE REQUEST (STD. 830)

A copy of the TACPA Preference Request (STD. 830) and its instructions is available as a fill and print PDF at: <http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std830.pdf>

Bidders wishing to take advantage of this preference are required to submit the following applications or forms:

TACPA ([STD. 830](#))

Manufacturer Summary of Contract Activities and Labor Hours ([DGS/PD 525](#))

Bidder's Summary of Contract Activities and Labor Hours ([DGS/PD 526](#))

ATTACHMENT 14 - AUTHORIZED ORIGINAL SIGNATURE

Bidder offers and agrees if this response is accepted within 45 calendar days following the date the response is due to furnish all the items upon which prices are quoted, at the prices set opposite each item, delivered at the designated point(s) by the method of delivery and within the times specified and subject to the attached General Provisions. DELCARATIONS UNDER PENALTY OF PERJURY; By signing, with inclusion of the date of signature, the above signed Bidder DECLARES UNDER PENALTY OF PERJURY under the laws of the State of California as follows: (1) (STATEMENT OF COMPLIANCE). The above signed has complied with the non-discrimination program requirements of Government Code 12990 and Title 2, California Administrative Code Section 8103, and such declaration is true and correct. (2) The National Labor Relations Board declaration set forth in Paragraph 48 of the General Provisions is true and correct. (3) If a claim is made for the Small Business or Disabled Veterans Business preference, the information set forth within is true and correct.

Your signature affixed hereon and dated certifies that you have met all California required tax filings and have no outstanding tax obligations. Your signature authorizes the verification of this certification. Your signature affixed hereon certifies that you have met all requirements, specifications, and certifications of this quotation solicitation.

Authorized Representative's Name: _____
(Please Print)

Authorized Representative's Signature: _____
(Original Signature)

Title: _____ Date: _____