

July 23, 2026

TO PROSPECTIVE BIDDERS

SUBJECT: REQUEST FOR QUOTE (RFQ) No. 130123

Online/Virtual Information Technology (IT) Training Courses

Term: September 15, 2026 through September 14, 2029

The Employment Development Department (EDD) invites you to submit your bid for the above service in accordance with the attached Statement of Work.

If you wish to bid, see Instructions to Bidders. If you make any additions or modifications to the RFQ package, it may result in the rejection of your bid. The EDD reserves the right to reject any or all bids. **The Disabled Veteran Business Enterprise (DVBE) Participation Requirement is waived for this RFQ. The DVBE Incentive is available to potential bidders. Please see the Instructions to Bidders for more details.**

Bids must be received, and date stamped in the Contracts Services Group no later than:

August 12, 2026 by 5:00 p.m. (PT)

If you have any questions, please contact me at Cory.Buttler@edd.ca.gov.

/s/ Cory Buttler
Contract Analyst

Enclosures

**Employment Development Department
1416 9th Street, MIC 62-C
Sacramento, CA 95814**

Request for Quote No. 130123

Bid Due Date: August 12, 2026
Time: 5:00 PM PT

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**STATE OF CALIFORNIA
EMPLOYMENT DEVELOPMENT DEPARTMENT
INSTRUCTIONS TO BIDDERS
Request for Quote (RFQ) No. 130123**

1. Submission of Bids

- a. Failure to read these instructions, the Specifications, and the Terms and Conditions included in this bid package will be at the bidder's risk. **Written instruction(s) regarding the submission of bids shall take precedence over any verbal instruction(s).**
- b. Bidders shall complete and return the RFQ Requirements Checklist, found on page 10, and all supporting documents listed.
- c. Documents must be signed by an authorized representative of the bidder's firm. The forms must be completed in ink or typewritten. If errors are made, they must be crossed out and corrections printed in ink or typewritten adjacent to error. Corrections must be initialed in ink by person signing the bid forms.
- d. The EDD reserves the right to reject any or all bids and may waive any immaterial deviation or defect in the bid. The EDD's waiver of any immaterial deviation or defect shall in no way modify the solicitation documents, or excuse the bidder from full compliance with the solicitation specification if awarded the contract. The EDD is not required to award an agreement.
- e. Bid packages must be received and time stamped in Contract Services Group no later than **5:00 p.m. (PT) on the bid closing date of August 12, 2026**. Signed copies of the sealed bid package are to be mailed or delivered to:

E-mail Delivery:

BOPSDContractsExternal@edd.ca.gov

FAX:

Faxed responses will not be accepted.

Bids received and time stamped after 5:00 p.m. (PT) on the bid closing date of August 12, 2026, will be considered "late", disqualified and will be returned to sender.

2. Key Action Dates

Action	Date
Release RFQ	July 23, 2026
Deadline to Submit Questions	July 28, 2026 by 5:00 PM PT
Response to Questions	July 30, 2026 by 5:00 PM PT
Bids Due	August 12, 2026 by 5:00 PM PT
Intent to Award	Week of August 17, 2026
Contract Commencement	September 15, 2026, or upon final approval

3. **Online Small Business (SB) and Disabled Veteran Business Enterprise (DVBE) Certification Process**

California's SB and DVBE firms can now file their applications and get certified online via the Department of General Services website at: <https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Apply-for-or-Re-apply-as-Small-Business-Disabled-Veteran-Business-Enterprise>. Small Businesses and DVBEs can access the numerous benefits that come along with certification in a more timely and efficient manner.

4. **Replacement of Disabled Veteran Business Enterprise Subcontractors**

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

The Contractor understands and agrees that should award of this Agreement be based in part on their commitment to use the DVBE subcontractor(s) identified in their bid or offer, per Military and Veterans Code section 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 Military and Veterans Code section 999.9, Public Contract Code (P.C.C.) section 10115.10 or P.C.C. § 4110 (applies to public works only).

5. **Award of the Agreement**

- a. Award of contract, if made, will be in accordance with the RFQ information on Evaluation to a responsible bidder whose bid complies with all the requirements of the RFQ documents and an addenda thereto, except for such immaterial defects as may be waived by the State. Award, if made, will be made within forty-five (45) days after the scheduled date for Contract Award as specified in the RFQ; however, a bidder may extend the offer beyond 45 days in the event of a delay of contract award.
- b. The State reserves the right to determine the successful bidder(s) either on the basis of individual items or on the basis of all items included in its RFQ, unless otherwise expressly provided in the State's RFQ. Unless the bidder specifies otherwise in its bid, the State may accept any item or group of items of any bid. The State reserves the right to modify or cancel in whole or in part its RFQ.

- c. Written notification of the State's intent to award will be made to all bidders. If a bidder, having submitted a bid, can show that its bid, instead of the bid selected by the State, should be selected for contract award, the bidder will be allowed five (5) working days to submit a Notice of Intent to Protest, according to the instructions contained in the paragraph titled "Protests" of this RFQ.
- d. Award will be made to the lowest responsible bidder meeting specifications and offering to supply the services described. The firm submitting the lowest responsible bid may be required to submit evidence that they have available, as needed, sufficient resources to provide the necessary equipment and personnel to enable them to meet the requirements of the Contract, and may also be required to furnish information as to their financial responsibility.
- e. It is understood and agreed that following the award of the Contract, the successful bidder shall agree to comply with all Exhibits attached herein, and provide the required documents requested (i.e., bonds, insurance certificates, etc.) in order for the EDD to complete the execution of a Standard Agreement (STD. 213).

f. Small Business/Microbusiness (SB/MB) and Small Business/Nonprofit Veteran Service Agency (SB/NVSA) Certification Preferences

A SB/MB and SB/NVSA Certification Preferences are applicable to the award of this Contract.

(1) Certified SB/MB and SB/NVSAs may claim preference when submitting a bid on this Contract. The preference is equal to five percent (5%) of the lowest responsible bid. When the lowest responsible bid is not submitted by a certified small business, the preference becomes applicable. Please note that the preference is used for computation purposes only (to a maximum amount of \$50,000) in determining the successful bidder. It does not alter the amount of the resulting contract.

(2) To learn more about the SB/MB and SB/NVSA Preference Programs and how your business might qualify, contact the Office of Small Business and DVBE Services at (916) 375-4940.

g. California Certified Small Business Subcontractor Preference

A five percent (5%) bid preference is available to a non-small business claiming twenty-five percent (25%) California certified small business subcontractor participation. If claiming the non-small business subcontractor preference, the bid response must include a list of the small business(es) with which you commit to subcontract in an amount of at least twenty-five percent (25%) of the net bid price with one 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 section 14837(d)(4).

The required list of California certified small business subcontractors must be attached to the bid response and must include the following: 1) subcontractor name; 2) address; 3) phone number; 4) a description of the work to be performed and/or products supplied; 5) and the dollar amount or percentage of the net bid price (as specified in the solicitation) per subcontractor.

Bidders claiming the five percent (5%) preference must commit to subcontract at least twenty-five percent (25%) of the net bid price with one 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 no later than 5:00 p.m. on the bid due date, and the Office of Small Business and DVBE Services must be able to approve the application as submitted. Questions regarding certification should be directed to the Office of Small Business and DVBE Services at (916) 375-4940.

h. DVBE Bid Incentive

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

Confirmed DVBE Participation of:	DVBE Incentive:
5% or Over	5%
4% to 4.99% inclusive	4%
3% to 3.99% inclusive	3%
2% to 2.99% inclusive	2%
1% to 1.99% inclusive	1%

As applicable:

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

6. Target Area Contract Preference Act (TACPA)

The TACPA preference will be available for this procurement. Bidders wishing to take advantage of this preference will need to review the following webpages and submit the appropriate response with the bid:

Target Area Contract Preference Act (TACPA)

<https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Request-a-Target-Area-Contract-Preference>

Bidders wishing to take advantage of this preference are required to submit the following application/forms:

- TACPA Preference Request (STD 830)
- Manufacturer Summary of Contract Activities and Labor Hours (DGS/PD 526)
- Bidder's Summary of Contract Activities and Labor Hours (DGS/PD 525)

7. **Rejection of Bids**

- If the bid is received after **5:00 p.m. (PT)** on the due date of **August 12, 2026** as stipulated in the bid package, the bid shall be rejected and returned to sender.
- If it is found that a bidder is not responsible (i.e., has not paid taxes; has submitted a bid when the bidder's license is suspended on the date of the bid opening and/or award of the Contract, or during the proposed term of the Agreement; submitted a bid without an authorized signature; falsified any information in the proposal package or has provided poor performance on a previous contract with the EDD, etc.), the bid/proposal shall be rejected.
- If it is found, upon license verification with the Contractor's State Licensing Board, that a bidder's license is suspended on the date of the bid opening and/or award of the Contract, or during the proposed term of the Agreement, the proposal shall be considered nonresponsive and shall be rejected.
- The EDD reserves the right to reject any and all bids and to waive any immaterial deviation or defect in the bid. The EDD's waiver of any immaterial deviation or defect shall in no way modify the bid document or excuse the bidder from full compliance with the solicitation document specifications if awarded a Contract.

8. **Tie Bids**

In the event of a tie between two bidders, a coin toss will be used to determine the winner. Any coin toss shall be observed by witnesses, and the tied bidders would be invited to have representatives present. Location and time will be announced to all bidders.

9. **Subcontractors**

No subcontracting will be allowed to circumvent competitive bidding. A certified Small Business/Microbusiness, Small Business/Nonprofit Veteran Service Agency or a certified Disabled Veteran Business Enterprise will only be permitted to subcontract in order to meet Department requirements and/or preferences. The subcontracting services and amount shall not exceed 25 percent (25%) of the bid. The Contractor shall be solely responsible for fulfilling the requirements of the bid. If it is anticipated that subcontractors will be used, the bid must include the name(s) of person(s) or firm(s), and must specify the portions and monetary percentages of the work to be done by them.

10. **Subcontractors Substitution**

If EDD gives written approval to subcontract, Public Contract Code section 4107 authorizes an awarding authority to consent to substituting a subcontractor when the subcontractor listed in the bid fails or refuses to execute a written Contract for the Scope of Work specified in the subcontractor's bid, and at the price specified in the subcontractor's bid.

11. **Disposition of Bids**

All material submitted in response to this bid package will become the property of the EDD and will become a public record after Award.

12. **Protests**

- a. Any bidder's issues regarding solicitation requirements must be resolved (or attempts to resolve them must have been made) before a protest may be submitted according to the procedure below. These issues will first be resolved by the contact for the solicitation or if they result in a protest, the protest will be submitted to DGS Procurement Division Deputy Director to hear and resolve issues and whose decision will be final.
- b. If a bidder has submitted a bid which it believes to be responsive to the requirements of the RFQ and to be the bid that should have been selected according to the evaluation procedures in the solicitation and the bidder believes the State has incorrectly selected another bidder for award, 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 Victim Compensation and Government Claims Board whose decision will be final.
- c. 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 No.: (916) 375-4611

- d. All protests to the RFQ or protests concerning the evaluation, recommendation, or other aspects of the selection process must be received by DGS Procurement Division Deputy Director as promptly as possible, but not later than the date indicated in the Notification of Intent to Award. Certified or registered mail must be used unless delivered in person; in which case the protester should obtain a receipt of delivery.

13. **Conditions and Commitment**

By signing and submitting a bid package, the bidder acknowledges it has read, understood, and agrees to the following provisions:

- a. Department of General Services Procurement Division, INFORMATION TECHNOLOGY GENERAL PROVISIONS NON-CLOUD GOODS & SERVICES, DGS PD 403-ITGP (Non-Cloud), available for viewing at:
<https://www.dgs.ca.gov/~media/Divisions/PD/Acquisitions/Solicitation-Document-Attachments/IT-General-Provisions-NonCloud-DGS-PD-403ITGP-Revised-02202025.pdf>.

GSPD-451 Bidder Instructions available for viewing at:
<http://www.documents.dgs.ca.gov/dgs/FMC/GS/PD/DGSPD%20451.pdf>

- b. **Performing a Commercially Useful Function:** In accordance with Government Code section 14837 and Military and Veterans Code section 999, all certified SB/MB or DVBE contractors, subcontractors and suppliers that bid on or participate in a state contract, regardless of whether it is a verbal or written solicitation must perform a Commercially Useful Function (CUF). A certified SB/MB or DVBE is deemed to perform a CUF if the business does all of the following:

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

- c. **Payee Data Record. STD. 204**

Revenue and Taxation Code section 18646 requires state agencies to file information tax returns (IRS Form 1099) for certain types of payments made to vendors. The successful bidder will be required to complete and submit a Payee Data Record, STD. 204 to the EDD before processing payment for services. Upon completion of the work in a manner satisfactory to the EDD, the EDD agrees to make payments in accordance with the contract provisions.

- d. **California Taxpayer and Shareholder Protection Act of 2003**

This solicitation and any resulting contract are subject to all requirements as set forth in the Public Contract Code section 10286 which includes, but is not limited to, providing written submission of a declaration stating that the supplier is eligible to contract with the State of California pursuant to statutory requirements.

Failure of the supplier to comply with and provide information, when requested by the awarding department within the time indicated, will cause the supplier's bid response to be considered nonresponsive and their bid will be rejected.

- e. **Registered To Do Business In California**

Corporations, Limited Liability Companies (LLCs), and Limited Partnerships (LPs) **must** be registered with the California Secretary of State to be awarded a contract. The Secretary of State Certificate of Status must be included with the bid. The Secretary of State may be contacted as follows:

California Secretary of State
Division of Corporate Filing and Services
1500 Eleventh Street, Third Floor
Sacramento, CA 95814-5701
Certification Unit: (916) 657-5251

Required document(s) may also be obtained at the following website:
<https://bizfileonline.sos.ca.gov/>

f. **Prohibition of Tax Delinquents from Contracting**

The State of California is prohibited from entering into any contracts for the acquisition of goods and services with persons whose name appears on either list of the 500 largest tax delinquencies pursuant to section 7063 or section 19195 of the Revenue and Taxation Code. Reference also to P.C.C. § 10295.4.

Bidder certifies that it is not included on the California Department of Tax and Fee Administration list at: <https://www.cdtfa.ca.gov/taxes-and-fees/top500.htm> or the Franchise Tax Board list at: <https://www.ftb.ca.gov/about-ftb/newsroom/tax-news/may-2021/top-500-delinquent-taxpayer-list.html>

g. **Loss Leader**

It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in California Business and Professions Code section 17030.

h. **Declaration Forms**

All bidders must complete the [Bidder Declaration GSPD-05-105](#) and include it with the bid response.

Bidders who have been certified by California as a Disabled Veteran Business Enterprise Declaration (DVBE) (or who are bidding rental equipment and have obtained the participation of subcontractors certified by California as a DVBE must also submit a completed form(s) [STD. 843 Disabled Veteran Business Enterprise Declaration](#)).

All disabled veteran owners and disabled veteran managers of the DVBE(s) must sign the form(s). The completed form should be included with the bid response. At the State's option prior to award, bidders may be required to submit additional written clarifying information. Failure to submit the requested written information as specified may be grounds for bid rejection.

i. **California Public Records Act (PRA)**

Upon award, all documents and information therein, submitted in response to this RFQ become property of the State of California and will be regarded as public records under the Public Records Act, pursuant to Government Code section 6250, et seq.

j. **Executive Order N-6-22 – Russia Sanctions**

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. By submitting a bid or proposal, the Contractor represents that it is not a target of Economic Sanctions. Should the state determine the Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of the Contractor’s bid/proposal any time prior to Contract execution, or, if determined after Contract execution, shall be grounds for termination by the EDD.

k. **Generative Artificial Intelligence (GenAI) Technology**

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

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

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

RFQ REQUIREMENTS CHECKLIST

Please complete the checklist below to confirm that all items are contained with the Bid. Place a check mark (✓) next to each item being submitted. For the Bid to be responsive, the checklist and all required documents must be submitted from the list below. Offers must be submitted electronically via email or delivered by mail prior to the closing of the solicitation.

The Bid must contain: Each required supporting document and a completed Requirements Checklist sheet.

The need to verify that all required documentation is submitted with the Bid cannot be overemphasized as failure to submit all completed documents referenced on this checklist may cause the Bid to be rejected.

CHECK (✓)	#REFERENCE	DOCUMENT NAME / DESCRIPTION	REQUIRED
	Attachment 1	Cost Proposal	YES
	Attachment 2	Cost Table	YES
	Attachment 3	Bidder Declaration <i>(Must complete all relevant sections to the prime and subcontractors including page numbers, located in the bottom right-hand corner)</i>	YES
	Attachment 4	Certification Regarding Debarment, Suspension Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions	YES
	Attachment 5	California Civil Rights Laws Certification	YES
	Attachment 6	Certification Regarding Lobbying	YES
	Attachment 7	STD 204 Payee Data Record	YES
	Attachment 8	STD 205 Payee Data Record Supplement <i>(if applicable)</i>	YES
		Secretary of State Certification of Status	

I, _____, hereby certify under penalty of perjury that I have carefully read, reviewed, and fully completed all documents required in connection with this Request for Quote. I affirm that I understand the requirements and conditions set forth in the specifications and agree to provide the requested goods and/or services at the cost specified in the cost proposal. I further certify that all bid documents, responses, and information submitted by me, or on behalf of the bidder, are complete, accurate, and provided in good faith.

(Signature of representative/date)

**EXHIBIT A
STATEMENT OF WORK
(Standard Agreement)**

1. PURPOSE

The purpose of this contract is to acquire "as needed" online/virtual training courses for the Employment Development Department (EDD) employees located statewide. The technical training, on-demand training, and training subscriptions are necessary for educating staff that have differing levels of knowledge within their roles and require specific courses that will enhance the department's ability to adopt and use advancements in technology. This will ensure that EDD employees are prepared to aid the department's immense customer base in the most efficient ways possible.

2. PERIOD OF PERFORMANCE

The term of this Contract shall begin on the date specified on the STD 213 cover page, or upon approval, and end 36 months later.

The Contractor shall not deliver or commence performance of services under this Contract until it has received written direction to do so from the EDD. Any services provided prior to direction from the EDD shall be considered voluntary on the part of the Contractor.

3. AMENDMENTS

The State may, at its sole discretion, elect to amend to increase funding. Amendments may also be used to allow the EDD Information Technology Branch (ITB) to purchase courses outside the contracted list if needed, after being agreed upon and approved by the EDD.

The Contract term may be extended for 2 additional 12-month periods for time and/or funds only. All amendments with funds shall be processed utilizing the original rates evaluated in Exhibit B-1, Course list and Costs, and shall not be denied by the Contractor.

The State is not obligated to use any or all of these options.

4. AMOUNT OF CONTRACT

The total cost of this Contract is the amount contained on the STD 213. Cost details are located in Exhibit B-1, Course List and Costs. In no event shall the total amount of the Contract exceed the amount contained on the STD 213 cover page, and there is no obligation on the part of the EDD to utilize the entire amount.

5. DESCRIPTION OF SERVICES

The Contractor will provide open enrollment training courses available on Contractor's public schedule for purchase by other customers located in the United States as this training cannot be provided by civil service employees. Currently, civil service employees do not have the knowledge and skills required to provide the training internally.

The EDD reserves the right to enroll an attendee in an alternate class in the event that the listed class becomes unavailable, as long as the enrollment cost of the new class does not increase the total Contract amount beyond the maximum total listed in Exhibit B.

The services shall be provided in accordance with Exhibit A-1 (State of California Holiday Schedule), and Exhibit B-1 (Course List and Costs), which are incorporated as part of this Agreement.

Either party may make changes to their Project Representative by giving written notice to the other party. Said changes shall not require an amendment to this Agreement.

**EXHIBIT A
STATEMENT OF WORK
(Standard Agreement)**

6. CONTRACTOR RESPONSIBILITIES

- a) Provide the open enrollment training courses outlined in Exhibit B-1, subject to availability, for enrolled individual or group participant(s) during the Term of this Agreement. If any of the training courses are no longer available, a comparable substitute course should be provided. If no comparable substitute is available, the Contractor must notify the EDD.
- b) Designate a contract representative to work with the EDD.
- c) Report directly to the EDD Project Representative or designee. The EDD Project Representative reserves the right to appoint key individuals within the EDD to act in accordance with EDD procedures and the contract in the EDD Project Representative's absence.
- d) Notify the EDD Project Representative within three business days or sooner if the following situations occur: a class is cancelled or any change of class date.
- e) Provide a live instructor for all standard training courses. On demand and subscription options, when available, may also be utilized by the EDD upon request.
- f) Provide student workbook and/or hand-outs, as applicable, to each participant in a course.
- g) Provide access to an online catalog so EDD staff can find course descriptions, dates, and prices for the necessary courses.
- h) Unless otherwise specified, cancel the registration of an individual participant or group without charge, if at least ten (10) business days' e-mail notification to the Contractor is provided by the EDD prior to the first day of a confirmed course.
- i) Allow participants to send a substitution to the EDD at no additional charge, provided notice is submitted in accordance with the Contractor's policies prior to the scheduled start date of the course.
- j) Provide reasonable accommodations under the terms of the Americans with Disabilities Act of 1990.
- k) Within five working days of notification of the need for a reasonable accommodation, the Contractor will consult directly with the enrolled participant to determine what is necessary for accommodation under the terms of the Americans with Disabilities Act of 1990 and will provide reasonable accommodations. The Contractor will provide a seat for the participant's assistant (if requested) without charge to the EDD.
- l) Provide a certificate of completion to participants upon completion of the entire course. Provide duplicate copies upon request via e-mail at no additional cost.
- m) The Contractor shall not accept any registration request without authorization from the State contract manager (specified below). This will be done through one point of contact, a designated training registration coordinator.
- n) The Contractor shall commence performance of services on the date specified in this Agreement. If no dates are specified, the course dates will be determined upon mutual agreement and shall be in accordance with Contractor's posted public schedule.
- o) The Contractor will submit invoices to the State contract manager for review and approval. The Contractor will be reimbursed in arrears, upon submission of an acceptable invoice.

**EXHIBIT A
STATEMENT OF WORK
(Standard Agreement)**

7. EDD RESPONSIBILITIES

- a) Designate an EDD Project Representative to work with the Contractor to fulfill the requirements of the Statement of Work.
- b) Email cancellation notices to the Contractor. Unless otherwise specified, email notifications must be sent at least ten (10) business days in advance of the first day of the confirmed training course. If ten (10) business days' notice of cancellation is not provided by the EDD, the Contractor may charge a cancellation fee equal to the cost of the scheduled course.
- c) In the event that a new class is added to available training courses, it may be offered to the EDD. ITB may also purchase courses outside the contracted list if needed. Both options are subject to being agreed upon and approved by the EDD.
- d) Ensure substitute participants meet the prerequisites (if any) in order to attend the course.
- e) Ensure all registration requests are submitted to the Contractor's project manager specified above.

8. CONTRACTOR PARAMETERS

The Contractor will provide the independent services described by this SOW, and associated STD 213, subject to the following:

- a) The EDD will not reimburse the Contractor for any expenses incurred by the Contractor in the execution of activities as described by the Request for Quote, and associated Contract, except as specifically preauthorized in writing by the EDD.
- b) All data, documents, software and other artifacts produced under the Contract will become the sole property of the EDD with an exception for preexisting materials to remain owned by the Contractor.

9. USE OF SUBCONTRACTORS

The Contractor may, with the approval of the EDD ITB and the EDD Business Operations Planning and Support Division (BOPSD), enter into sub-contracts with third parties for the performance of any part of the Contractor's duties and obligations. Any such State approval may be rescinded for reasonable cause. The Contractor is responsible and liable for the proper performance and quality of any work performed by any and all sub-contracts. The State reserves the right to reject or refuse admission to any sub-contract personnel whose workmanship, in the reasonable judgment of the State, is deemed to be substandard. In no event shall the existence of a sub-contract release or reduce the liability of the Contractor to the EDD for any breach in performance of the Contractor's duties.

**EXHIBIT A
STATEMENT OF WORK
(Standard Agreement)**

10. POINTS OF CONTACT

The EDD shall designate a SPOC who shall give direction to the Contractor concerning the assigned tasks. The SPOC will work collaboratively with the ITB Management Team, Program Managers, Functional Managers, and technical staff to ensure that all deliverables are satisfactorily completed. The SPOC shall be the Contract Monitor who shall ensure that all contract activities are conducted in accordance with State law and regulations; oversee processes and procedures; monitor Contractor compliance with the Contract; and resolve issues. Changes to POCs can be made by written notice without amending this Contract.

EDD Contract Monitor:	Contractor Representative:
Name: TBD	Name: TBD
Title: TBD	Title: TBD
Address: TBD	Address: TBD
City, St, Zip: TBD	City, St, Zip: TBD
Email: TBD	Email: TBD
Phone: TBD	Phone: TBD

EXHIBIT A-1
STATE OF CALIFORNIA HOLIDAY SCHEDULE
(Standard Agreement)

DATE	HOLIDAY
January 1 st	New Year's Day*
3 rd Monday in January	Martin Luther King, Jr. Day
3 rd Monday in February	President's Day
March 31 st	Farmworkers Day*
Last Monday in May	Memorial Day
July 4 th	Independence Day*
1 st Monday in September	Labor Day
November 11 th	Veteran's Day**
4 th Thursday in November	Thanksgiving
4 th Friday in November	Day after Thanksgiving
December 25 th	Christmas Day

* If any of these holidays occur on a Saturday, the holiday is not observed via the closing of state offices during the week. If any of these holidays occurs on a Sunday, the holiday is observed on the next day (Monday).

** If Veterans Day occurs on a Saturday, the holiday is observed on the proceeding Friday. This is the only exception to the Saturday Holiday rule above. If this holiday occurs on a Sunday, the holiday is observed on the next day (Monday).

**EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS
(Standard Agreement)**

I. Invoicing and Payment

- A. In consideration of services performed, the EDD shall compensate the Contractor a maximum total amount not to exceed _____
(\$_____). Rates will be in accordance with Attachment B-1, Course List and Costs.
- B. Upon satisfactory completion of the services to be performed, an invoice, in triplicate, in arrears shall be submitted monthly. The invoice must reference the following:
- The EDD Contract Number **M130123-7100**
 - Identifies services provided, service period, unit price (i.e. hourly, monthly), and quantity applicable to the service
 - Accurate billing address as stated on the Purchase Order or Contract
 - Supplier invoice date
 - Company name and remittance address

The invoice, in triplicate, in arrears shall be forwarded to the address shown below:

**Employment Development Department
1416 9th Street, MIC 58-1A
Sacramento, CA 95814
Attn: Chelsea Evans
chelsea.evans@edd.ca.gov**

II. Budget Contingency Clause

It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional and legislative appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

This Agreement is valid and enforceable only if (1) sufficient funds are made available by the State Budget Act of the appropriate State Fiscal Year(s) covered by this Agreement for the purposes of this program; and (2) sufficient funds are made available to the State by the United States Government or by the State of California for the Fiscal Year(s) covered by this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations or conditions established by the United States Government and/or the State of California, or any statute enacted by the Congress and Legislature, which may affect the provisions, terms or funding of the Agreement in any manner.

The parties mutually agree that if the Congress and/or Legislature does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

The EDD has the option to terminate the Agreement under the 30-day termination clause or to amend the Agreement to reflect any reduction of funds.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS
(Standard Agreement)

III. California Prompt Payment Clause

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

**EXHIBIT B-1
COURSE LIST AND COSTS
(Standard Agreement)**

Course	Duration	Extended Price (Per Person)
Advanced CICS Programming Workshop	5 Days	
Advanced MVS JCL and Utilities	3 Days	
CICS Fundamentals	3 Days	
CICS Performance Tuning	4 Days	
CICS/TS for Systems Programmers	5 Days	
CICS/TS Systems Boot Camp	10 Days	
CICS/TS Web Services	4 Days	
CICS/TS Command Level Coding	5 Days	
CICS/TS Structure & Problem Analysis	5 Days	
Db2 Advanced SQL with Performance and Tuning For Programmers	3 Days	
Db2 for z/OS Data Sharing Essentials	2 Days	
Db2 for z/OS Database Administration	5 Days	
Db2 for z/OS Database Recovery and Advanced Utilities	3 Days	
Db2 for z/OS Installation, Migration, Operations & Recovery	5 Days	
Db2 for z/OS System Monitoring and Performance Tuning	3 Days	
Db2 for z/OS SQL Access Path Optimization & Performance Tuning	4 Days	
Db2 for z/OS SQL & Application Programming	5 Days	
Db2 for z/OS SQL Optimization, Performance & Tuning	4 Days	
Db2 for z/OS Subsystem Operations and Recovery	2 Days	
Db2 for z/OS System Fundamentals	3 Days	
Introduction to z/OS	2 Days	
z/OS Advanced Internals	5 Days	
z/OS Diagnostics and Debugging	5 Days	
z/OS Internals Workshop	5 Days	
z/OS Technical Bootcamp	10 Days	
z/OS System Fundamentals	5 Days	
Advanced SQL	2 Days	
Advanced Topics in COBOL	3 Days	
Amazon EKS Running Containers on Amazon Elastic Kubernetes Service	3 Days	
Certified Hardware Asset Management Professional (CHAMP)	1 Day	
ChangeMan ZMF Global and Local Administration	2 Days	
ChangeMan ZMF Options and Advanced Administration	2 Days	
CICS/TS Fundamentals	5 Days	
Cisco Implementing Catalyst 9000 Switches	5 Days	
Controlling Project Risk: Managing Threats and Promoting Opportunities	3 Days	
Enterprise COBOL Debugging & Maintenance	2 Days	
Firewall Essentials: Configuration and Management	5 Days	
Introduction to TSO/ISPF	2 Days	
Implementing Practical Project Portfolio Management	4 Days	
IT Management and Leadership Professional	3 Days	

**EXHIBIT B-1
COURSE LIST AND COSTS
(Standard Agreement)**

SQL Server Integration Services	5 Days	
Craft Effective Prompts For Microsoft Copilot For Microsoft 365	1 Day	
Build a Foundation to Extend Microsoft 365 Copilot	1 Day	
Manage and Extend Microsoft 365 Copilot	1 Day	
Create a no-code Copilot agent for Microsoft 365 SharePoint	1 Day	
MVS Skill Pack for z/OS (TSO/ISPF & JCL)	3 Days	
Network Automation with Palo Alto	5 Days	
Palo Alto Firewall Essentials Configuration and Management	5 Days	
Palo Alto Firewall Troubleshooting	3 Days	
Palo Alto Managing Firewalls at Scale	2 Days	
REST Interface in Db2 for z/OS	2 Days	
SAS I: Introduction to the SAS System	3 Days	
SAS II: Data Manipulation With the SAS System	3 Days	
Snowflake SnowPro Core / Snowflake Fundamentals	4 Days	
Structured COBOL Workshop for Enterprise COBOL	5 Days	
Tableau Bootcamp	2 Days	

EXHIBIT C
GENERAL PROVISIONS – INFORMATION TECHNOLOGY
(Standard Agreement)

The [DGS PD 403 IT General Provisions \(ITGP\) Non-Cloud Goods and Services](#) will be incorporated via reference and made part of this Purchase Order as if attached hereto.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS
(Standard Agreement)

1. **Force Majeure**

Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by "Force Majeure." As used in this section, "Force Majeure" is defined as follows: Acts of war and riots, acts of god such as earthquakes, floods, pandemics and other natural disasters such that performance is impossible.

2. **Workforce Innovation and Opportunity Act**

The Contractor agrees to conform to nondiscrimination provisions of the Workforce Innovation and Opportunity Act (WIOA) and other federal nondiscrimination requirements as referenced in 29 CFR parts 37 and 38.

3. **Termination**

This Agreement may be terminated by the EDD by giving written notice to the Contractor 30 days prior to the effective date of such termination.

4. **Settlement of Disputes**

Any dispute concerning a question of fact arising under the term of this Agreement which is not disposed of within a reasonable period of time (ten days) by the Contractor and the EDD employees normally responsible for the administration of this Contract shall be brought to the attention of the Chief Executive Officer (or designated representative) of each organization for joint resolution.

5. **Ownership**

Ownership of any educational materials provided in connection with the training, including but not limited to manuals, books, graphics, or any other materials whether in printed, audio, visual or machine-readable form, including any intellectual property embodied in such educational materials, and any techniques, skills, concepts, or know-now that are utilized or developed while performing the services remains with the Contractor. No custom materials will be created or developed under this Agreement. In addition, individual participants in the training may retain copies of any training materials provided by the Contractor during the training (collectively, "Course Materials"). Such Course Materials may only be used by the individual participants for the individual participant's personal use. Course Materials may not be distributed to any other individual at the EDD or provided to a third party in either modified or unmodified form. The EDD may not use the Course Materials to teach or create its own ongoing training, regardless of whether such training is for internal or external use.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS
(Standard Agreement)

6. **Executive Order N-6-22 – Russia Sanctions**

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. By submitting a bid or proposal, the Contractor represents that it is not a target of Economic Sanctions. Should the State determine the Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of the Contractor’s bid/proposal any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination by the State.

EXHIBIT E**SCO ID: 7100-M1301237100**

RFQ No. 130123

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STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

M130123-7100

PURCHASING AUTHORITY NUMBER (If Applicable)

EDD-7100

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

CONTRACTING AGENCY NAME

Employment Development Department

CONTRACTOR NAME

TBD

2. The term of this Agreement is:

START DATE

September 15, 2026, or upon final approval, whichever is later

THROUGH END DATE

September 14, 2029, or 36 months from final approval, whichever is later

3. The maximum amount of this Agreement is:

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

Exhibits		Title	Pages
	Exhibit A	Statement of Work	4
	Exhibit A-1	State of California Holiday Schedule	1
	Exhibit B	Budget Detail and Payment Provisions	2
+	Exhibit B-1	Course List and Costs	2
-			
+	Exhibit C *	Information Technology General Provisions - Non-Cloud DGS PD 403-ITGP Non-Cloud (REV. 02/20/2025)	
-			
+	Exhibit D	Special Terms and Conditions	2
-			

Items shown with an asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto.**These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>**IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.***CONTRACTOR**

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

TBD

CONTRACTOR BUSINESS ADDRESS

CITY

STATE

ZIP

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

EXHIBIT E**SCO ID: 7100-M1301237100**

RFQ No. 130123

Page 24 of 42

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

M130123-7100

PURCHASING AUTHORITY NUMBER (If Applicable)

EDD-7100**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

Employment Development Department

CONTRACTING AGENCY ADDRESS

1416 9th Street, MIC 62-C

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Lauren Prizmich

TITLE

Chief, Office of Procurement, Contracting & Admin

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

EDD-7100

ATTACHMENT 1**COST PROPOSAL**

The undersigned Contractor hereby proposes to furnish all labor, materials, tools and equipment, and hold licenses necessary to provide **"As Needed" Online/Virtual Training Courses** for the Employment Development Department (EDD) employees located statewide in accordance with the Specifications and provisions received with the RFQ for the **Total "Per Person" Rate** of:

\$ _____.

In order to submit a quote, the Contractor must offer **all** courses listed on Attachment 2, Cost Table. For each course offered, enter the "per enrollee" costs, then add up the total dollar amount of all courses offered. This total will only be used for determining the winning bid and will not have any bearing on the actual amount of the awarded Contract or the amount paid to the Contractor for training courses. The individual "per enrollee" rates for each course will be incorporated into the awarded Contract, and shall be effective for the entire Contract term. These individual rates shall be considered full compensation for all labor and associated costs.

Inclusion of Attachment 2, Cost Table, is required with your submitted bid quote. Every line on Attachment 2, Cost Table, must be completed in full on the page itself.

Bidder's Firm Name (DBA) _____

Business Address _____

City/State _____ ZIP _____

Telephone Number (_____) _____ FAX Number (_____) _____

E-Mail Address _____

Type of Business: ☐ Individual ☐ Partnership ☐ Corporation ☐ Association

Contractor's Federal ID Number (preferred) or SSAN _____

California Employer Account Number _____

The Contractor certifies under penalty of perjury the accuracy of his/her license number, class, and expiration date. **(A bid which does not contain the above information, or if the information is later proven false, shall be considered nonresponsive and rejected by the State agency.)**

ATTACHMENT 1

Small Business (SB)/Nonprofit Veteran Service Agency*

☐ Yes ☐ No

Small Business (SB)/Microbusiness Certification*

☐ Yes ☐ No

A Non-Small Business Claiming a Minimum of 25% California Certified

☐ Yes ☐ No

Small Business Subcontractor Preference*

(Complete and submit the California Certified Small Business Subcontractor, on the following page, with your bid)

Certified Disabled Veteran Business Enterprise*

☐ Yes ☐ No

*If claiming any of the preferences above, provide your Office of Small Business and DVBE Services Certification Reference Number _____.

Principal who is authorized to bind the bidder:

Typed Name

Title

Signature

Date

Contractor's contact person shall be:

Name and Phone Number

Please submit quote no later than **5:00 PM PT on August 12, 2026**.

ATTACHMENT 1

CALIFORNIA CERTIFIED SMALL BUSINESS SUBCONTRACTOR

Subcontractor Name	Address	Phone Number	Description of the work to be performed and/or products supplied	Percentage of the net bid price

Refer to Instructions to Bidders Section 5(g) California Certified Small Business Subcontractor Preference for additional information.

ATTACHMENT 1

ATTENTION ALL BIDDERS

A. Federal Employer ID Number or Social Security Account Number (SSAN)

Title 2, California Code of Regulations Section 11114 requires that all contracting State agencies provide the Department of Fair Employment and Housing the Federal Employer ID Numbers of all vendors awarded State contracts in excess of \$5,000. Additionally, the Federal Internal Revenue Code requires the State to report certain payments to individuals. Accordingly, you must provide your Federal Employer ID Number or Social Security Account Number (SSAN) in the space provided.

B. California Employer Account Number

The number California employers use to report their Unemployment Insurance, Disability Insurance, and Personal Income Tax payments to the State of California.

C. Original Signature Requirement on Bids

This is to remind bidders that bids must have an original signature, in ink, to be accepted by this office. If bids do not have an original signature in ink, they shall be considered nonresponsive and rejected. Signature stamps are NOT acceptable.

ATTACHMENT 2

COST TABLE

Course	Duration	Extended Price (Per Person)
Advanced CICS Programming Workshop	5 Days	
Advanced MVS JCL and Utilities	3 Days	
CICS Fundamentals	3 Days	
CICS Performance Tuning	4 Days	
CICS/TS for Systems Programmers	5 Days	
CICS/TS Systems Boot Camp	10 Days	
CICS/TS Web Services	4 Days	
CICS/TS Command Level Coding	5 Days	
CICS/TS Structure & Problem Analysis	5 Days	
Db2 Advanced SQL with Performance and Tuning For Programmers	3 Days	
Db2 for z/OS Data Sharing Essentials	2 Days	
Db2 for z/OS Database Administration	5 Days	
Db2 for z/OS Database Recovery and Advanced Utilities	3 Days	
Db2 for z/OS Installation, Migration, Operations & Recovery	5 Days	
Db2 for z/OS System Monitoring and Performance Tuning	3 Days	
Db2 for z/OS SQL Access Path Optimization & Performance Tuning	4 Days	
Db2 for z/OS SQL & Application Programming	5 Days	
Db2 for z/OS SQL Optimization, Performance & Tuning	4 Days	
Db2 for z/OS Subsystem Operations and Recovery	2 Days	
Db2 for z/OS System Fundamentals	3 Days	
Introduction to z/OS	2 Days	
z/OS Advanced Internals	5 Days	
z/OS Diagnostics and Debugging	5 Days	
z/OS Internals Workshop	5 Days	
z/OS Technical Bootcamp	10 Days	
z/OS System Fundamentals	5 Days	
Advanced SQL	2 Days	
Advanced Topics in COBOL	3 Days	
Amazon EKS Running Containers on Amazon Elastic Kubernetes Service	3 Days	
Certified Hardware Asset Management Professional (CHAMP)	1 Day	
ChangeMan ZMF Global and Local Administration	2 Days	
ChangeMan ZMF Options and Advanced Administration	2 Days	
CICS/TS Fundamentals	5 Days	
Cisco Implementing Catalyst 9000 Switches	5 Days	
Controlling Project Risk: Managing Threats and Promoting Opportunities	3 Days	
Enterprise COBOL Debugging & Maintenance	2 Days	
Firewall Essentials: Configuration and Management	5 Days	
Introduction to TSO/ISPF	2 Days	
Implementing Practical Project Portfolio Management	4 Days	
IT Management and Leadership Professional	3 Days	

ATTACHMENT 2

COST TABLE

SQL Server Integration Services	5 Days	
Craft Effective Prompts For Microsoft Copilot For Microsoft 365	1 Day	
Build a Foundation to Extend Microsoft 365 Copilot	1 Day	
Manage and Extend Microsoft 365 Copilot	1 Day	
Create a no-code Copilot agent for Microsoft 365 SharePoint	1 Day	
MVS Skill Pack for z/OS (TSO/ISPF & JCL)	3 Days	
Network Automation with Palo Alto	5 Days	
Palo Alto Firewall Essentials Configuration and Management	5 Days	
Palo Alto Firewall Troubleshooting	3 Days	
Palo Alto Managing Firewalls at Scale	2 Days	
REST Interface in Db2 for z/OS	2 Days	
SAS I: Introduction to the SAS System	3 Days	
SAS II: Data Manipulation With the SAS System	3 Days	
Snowflake SnowPro Core / Snowflake Fundamentals	4 Days	
Structured COBOL Workshop for Enterprise COBOL	5 Days	
Tableau Bootcamp	2 Days	
Total "Per Person" Rate: <i>(Add the Extended Per Person Price for all courses listed above. Insert this total sum here, and on Attachment 1 Cost Proposal. This total will be used for bid evaluation purposes only.)</i>		

BIDDER DECLARATION

1. Prime bidder information (**Review attached Bidder Declaration Instructions prior to completion of this form**):
- a. Identify current California certification(s) (**MB, SB, NVSA, DVBE**): _____ **or None** ____ (If “None,” go to Item #2)
- b. Will subcontractors be used for this contract? **Yes** ____ **No** ____ (If yes, indicate the distinct element of work your firm will perform in this contract e.g., list the proposed products produced by your firm, state if your firm owns the transportation vehicles that will deliver the products to the State, identify which solicited services your firm will perform, etc.). Use additional sheets, as necessary.
- _____
- _____
- c. If you are a California certified DVBE: (1) Are you a broker or agent? **Yes** ____ **No** ____
(2) If the contract includes equipment rental, does your company own at least 51% of the equipment provided in this contract (quantity and value)? **Yes** ____ **No** ____ **N/A** ____

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

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

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

BIDDER DECLARATION Instructions

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

- 1.a.** Identify all current certifications issued by the State of California. If the prime bidder has no California certification(s), check the line labeled “None” and proceed to Item #2. If the prime bidder possesses one or more of the following certifications, enter the applicable certification(s) on the line:

- Microbusiness (MB)
- Small Business (SB)
- Nonprofit Veteran Service Agency (NVSA)
- Disabled Veteran Business Enterprise (DVBE)

- 1.b.** Mark either “Yes” or “No” to identify whether subcontractors will be used for the contract. If the response is “No,” proceed to Item #1.c. If “Yes,” enter on the line the distinct element of work contained in the contract to be performed or the goods to be provided by the prime bidder. Do not include goods or services to be provided by subcontractors.

Bidders certified as MB, SB, NVSA, and/or DVBE must provide a commercially useful function as defined in Military and Veterans Code Section 999 for DVBEs and Government Code Section 14837(d)(4)(A) for small/microbusinesses.

Bids must propose that certified bidders provide a commercially useful function for the resulting contract or the bid will be deemed non-responsive and rejected by the State. For questions regarding the solicitation, contact the procurement official identified in the solicitation.

Note: A subcontractor is any person, firm, corporation, or organization contracting to perform part of the prime’s contract.

- 1.c.** This item is only to be completed by businesses certified by California as a DVBE.

(1) Declare whether the prime bidder is a broker or agent by marking either “Yes” or “No.” The Military and Veterans Code Section 999.2 (b) defines “broker” or “agent” as a certified DVBE contractor or subcontractor that does not have title, possession, control, and risk of loss of materials, supplies, services, or equipment provided to an awarding department, unless one or more of the disabled veteran owners has at least 51-percent ownership of the quantity and value of the materials, supplies, services, and of each piece of equipment provided under the contract.

(2) If bidding rental equipment, mark either “Yes” or “No” to identify if the prime bidder owns at least 51% of the equipment provided (quantity and value). If **not** bidding rental equipment, mark “N/A” for “not applicable.”

- 2.** If no subcontractors are proposed, do not complete the table. Read the certification at the bottom of the form and complete “Page ____ of ____” on the form.

If subcontractors will be used, complete the table listing all subcontractors. If necessary, attach additional pages and complete the “Page ____ of ____” accordingly.

2. (continued) Column Labels

Subcontractor Name, Contact Person, Phone Number & Fax Number—List each element for all subcontractors.

Subcontractor Address & Email Address—Enter the address and if available, an Email address.

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

Work performed or goods provided for this contract—Identify the distinct element of work contained in the contract to be performed or the goods to be provided by each subcontractor. Certified subcontractors must provide a commercially useful function for the contract. (See paragraph 1.b above for code citations regarding the definition of commercially useful function.) If a certified subcontractor is further subcontracting a greater portion of the work or goods provided for the resulting contract than would be expected by normal industry practices, attach a separate sheet of paper explaining the situation.

Corresponding % of bid price—Enter the corresponding percentage of the total bid price for the goods and/or services to be provided by each subcontractor. Do not enter a dollar amount.

Good Standing?—Provide a response for each subcontractor listed. Enter either “Yes” or “No” to indicate that the prime bidder has verified that the subcontractor(s) is in good standing for all of the following:

- Possesses valid license(s) for any license(s) or permits required by the solicitation or by law
- If a corporation, the company is qualified to do business in California and designated by the State of California Secretary of State to be in good standing
- Possesses valid State of California certification(s) if claiming MB, SB, NVSA, and/or DVBE status

51% Rental?—This pertains to the applicability of rental equipment. Based on the following parameters, enter either “N/A” (not applicable), “Yes” or “No” for each subcontractor listed.

Enter “N/A” if the:

- Subcontractor is NOT a DVBE (regardless of whether or not rental equipment is provided by the subcontractor) or
- Subcontractor is NOT providing rental equipment (regardless of whether or not subcontractor is a DVBE)

Enter “Yes” if the subcontractor is a California certified DVBE providing rental equipment and the subcontractor owns at least 51% of the rental equipment (quantity and value) it will be providing for the contract.

Enter “No” if the subcontractor is a California certified DVBE providing rental equipment but the subcontractor does NOT own at least 51% of the rental equipment (quantity and value) it will be providing.

Read the certification at the bottom of the page and complete the “Page ____ of ____” accordingly.

FEDERAL DEBARMENT CERTIFICATION FORM

DGS PD 2 (Rev. 12/19)

**Certification Regarding Debarment, Suspension, Ineligibility
and Voluntary Exclusion Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

**(BEFORE COMPLETING CERTIFICATION, READ THE INSTRUCTIONS ON THE NEXT PAGE
WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)**

1. The prospective recipient of Federal assistance funds certifies, by submission of this IFB/RFP Response, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this IFB/RFP Response.

Name and Title of Authorized Representative	
Signature	Date

FEDERAL DEBARMENT CERTIFICATION FORM (CONTINUED)

Instructions for Certification

1. By signing and submitting this IFB Response, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this class is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this RFP Response is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "RFP Response," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this RFP Response is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this RFP Response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this RFP Response that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-Procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

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

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

CERTIFICATION

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

CERTIFICATION REGARDING LOBBYINGCERTIFICATION FOR CONTRACTS, GRANTS, LOANS,
AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all* subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all* subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Grantee/Contractor Organization

Program/Title

Name and Title of Authorized Signatory

Signature

Date

*Note: In these instances, "All," in the Final Rule is expected to be clarified to show that it applies to covered contract/grant transactions over \$100,000 (per 29 CFR 93.110).

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance		2. Status of Federal Action a. bid/offer/application b. initial award c. post-award		3. Report Type: a. initial filing b. material change For Material Change Only: year _____ quarter _____ date of last report _____	
4. Name and Address of Reporting Entity: Prime Subawardee Tier _____, if known: Congressional District, <i>if known:</i>		5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, <i>if known:</i>			
6. Federal Department/Agency:		7. Federal Program Name/Description: CFDA Number, <i>if applicable:</i>			
8. Federal Action Number, if known:		9. Award Amount, if known: \$			
10.a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):		b. Individual Performing Services (include address if different from No. 10a.) (last name, first name, MI):			
(attach Continuation Sheet (s) SF-LLL-A, if necessary)					
11. Amount of Payment (check all that apply): \$ _____ actual _____ planned _____		13. Type of Payment (check all that apply): a. retainer b. one-time fee c. commission d. contingent fee e. deferred f. other; specify: _____			
12. Form of Payment (check all that apply): a. cash b. in-kind; specify: nature _____ value _____					
14. Brief Description of Services Performed or to be Performed and date(s) of Service, including officer(s), employee(s) or Member(s) contacted, for Payment Indicated on Item 11: (attach Continuation Sheet (s) SF-LLL-A, if necessary)					
15. Continuation Sheet (s) SF-LLL-A attached:		Yes No			
16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____			

INSTRUCTIONS FOR COMPLETION OF SF-LLL. DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitment.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFD-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

A

PAYEE DATA RECORD**ATTACHMENT 7**

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

STD 204 (Rev. 03/2021)

Section 1 – Payee Information**NAME** (This is required. Do not leave this line blank. Must match the payee's federal tax return)**BUSINESS NAME, DBA NAME or DISREGARDED SINGLE MEMBER LLC NAME** (If different from above)**MAILING ADDRESS** (number, street, apt. or suite no.) (See instructions on Page 2)**CITY, STATE, ZIP CODE****E-MAIL ADDRESS****Section 2 – Entity Type****Check one (1) box only that matches the entity type of the Payee listed in Section 1 above.** (See instructions on page 2)☐ **SOLE PROPRIETOR / INDIVIDUAL**☐ **SINGLE MEMBER LLC** *Disregarded Entity owned by an individual*☐ **PARTNERSHIP**☐ **ESTATE OR TRUST****CORPORATION** (see instructions on page 2)☐ **MEDICAL** (e.g., dentistry, chiropractic, etc.)☐ **LEGAL** (e.g., attorney services)☐ **EXEMPT** (e.g., nonprofit)☐ **ALL OTHERS****Section 3 – Tax Identification Number**Enter your Tax Identification Number (TIN) in the appropriate box. The TIN must **match** the name given in Section 1 of this form. Do not provide more than one (1) TIN. The TIN is a 9-digit number. **Note:** Payment will not be processed without a TIN.

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

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

_____ - _____ - _____

OR**Federal Employer Identification Number (FEIN)**

_____ - _____

Section 4 – Payee Residency Status (See instructions)☐ **CALIFORNIA RESIDENT** – Qualified to do business in California or maintains a permanent place of business in California.☐ **CALIFORNIA NONRESIDENT** – Payments to nonresidents for services may be subject to state income tax withholding.☐ No services performed in California☐ Copy of Franchise Tax Board waiver of state withholding is attached.**Section 5 – Certification****I hereby certify under penalty of perjury that the information provided on this document is true and correct.****Should my residency status change, I will promptly notify the state agency below.****NAME OF AUTHORIZED PAYEE REPRESENTATIVE****TITLE****E-MAIL ADDRESS****SIGNATURE****DATE****TELEPHONE** (include area code)**Section 6 – Paying State Agency****Please return completed form to:****STATE AGENCY/DEPARTMENT OFFICE**
Employment Development Department**UNIT/SECTION**
Contract Services Group**MAILING ADDRESS**
1416 9th Street, MIC 62-C**FAX****TELEPHONE** (include area code)
916-982-1468**CITY**
Sacramento**STATE**
CA**ZIP CODE**
95814**E-MAIL ADDRESS**
cory.buttler@edd.ca.gov

PAYEE DATA RECORD

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

STD 204 (Rev. 03/2021)

ATTACHMENT 7**GENERAL INSTRUCTIONS**

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

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

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

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

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

Section 1 – Payee Information

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

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

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

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

Section 2 – Entity Type

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

Section 3 – Tax Identification Number

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

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

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

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

Withholding Services and Compliance Section: 1-888-792-4900

E-mail address: wscs.gen@ftb.ca.gov

For hearing impaired with TDD, call: 1-800-822-6268

Website: www.ftb.ca.gov

Section 5 – Certification

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

Section 6 – Paying State Agency

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

Privacy Statement

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

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

(This form is optional. Form is used to provide remittance address information if different than the mailing address on the STD 204 – Payee Data Record.

Use this form to provide additional remittance addresses and additional Authorized Representatives of the Payee not identified on the STD 204.)

STD 205 (New 03/2021)

Payee Information (must match the STD 204)

NAME (Required. Do not leave blank.)	TAX ID NUMBER (Required) SSN, ITIN, or FEIN that matches Tax ID number provided on STD 204
BUSINESS NAME, DBA NAME or DISREGARDED SINGLE MEMBER LLC NAME (If different from above)	

Additional Remittance Address Information

- Use the fields below to provide remittance addresses for payee if different from the mailing address on the STD 204.
- The addresses provided below are for remittance purposes only. 1099 information returns will be sent to the mailing address specified on the STD 204.**

1	REMITTANCE ADDRESS (number, street, apt or suite no.)		
	CITY	STATE	ZIP CODE
2	REMITTANCE ADDRESS		
	CITY	STATE	ZIP CODE
3	REMITTANCE ADDRESS		
	CITY	STATE	ZIP CODE
4	REMITTANCE ADDRESS		
	CITY	STATE	ZIP CODE
5	REMITTANCE ADDRESS		
	CITY	STATE	ZIP CODE

Additional Contact Information

Use the fields below to provide additional Authorized Representatives for the Payee if applicable.

1	CONTACT NAME	
	TELEPHONE (Include area code)	EMAIL
2	CONTACT NAME	
	TELEPHONE	EMAIL
3	CONTACT NAME	
	TELEPHONE	EMAIL

Certification

I hereby certify under penalty of perjury that the information provided on this supplemental document is true and correct.

By signing this document, I authorize the State of California to remit payment to the addresses specified on this supplemental form (STD 205) and certify that all persons identified on this form are authorized representatives of this payee. Payments remitted to any of the listed addresses may be reported on 1099 information returns to the tax liable entity identified on the accompanying Payee Data Record - STD 204.

NAME OF AUTHORIZED PAYEE REPRESENTATIVE (Print or Type name)	TITLE	E-MAIL ADDRESS
SIGNATURE X _____	DATE	TELEPHONE (Include area code)

PAYEE DATA RECORD SUPPLEMENT**ATTACHMENT 8**

(This form is optional. Form is used to provide remittance address information if different than the mailing address on the STD 204 – Payee Data Record.

Use this form to provide additional remittance addresses and additional Authorized Representatives of the Payee not identified on the STD 204.)

STD 205 (New 03/2021)

GENERAL INSTRUCTIONS

Type or print the information on the Payee Data Record Supplement, STD 205. Sign, date, and return to the state agency/department with a completed STD 204. Prompt return of the fully completed forms will prevent delays when processing payments.

Purpose – Completion of this form (STD 205) is optional. Payees may use this form to provide remittance addresses or contact information in addition to the 1099 information return mailing address provided on the STD 204. This form shall only be used in conjunction with the STD 204, and will not be accepted without a STD 204.

Please note: The State of California Government will issue 1099 information returns to the mailing address provided on the most recently dated form STD 204 validated by the Payee. Addresses provided on this form (STD 205) will be used for remittance purposes only. If the payee would like to update the address for receiving 1099 information returns, please complete the STD 204.

Payee Information: The Payee's Tax ID number (TIN) and Name (including any Business, DBA, or Disregarded LLC names) are required. This information is subject to TIN matching via the IRS database for validation. Payee Information provided in this section must clearly match the STD 204. Any discrepancies may result in delays of payment, up to and including denial of the request.

Name – Enter the name of the Payee. The name provided shall be the tax liable party and is subject to IRS TIN matching (when applicable).

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

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

Additional Remittance Address Information - Enter the Payee's additional remittance address(s) that are not listed on STD 204. Up to five (5) addresses may be provided on this form. The Payee may provide additional remittance addresses on a second STD 205 form if needed.

Additional Contact Information - Enter the Payee's additional or updated contact information. Up to three contacts may be identified on this form. Payee may provide additional contacts on a second STD 205 if needed.

PRIVACY STATEMENT

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.

It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and state law imposes noncompliance penalties of up to \$20,000.

You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

All questions should be referred to the requesting state agency listed on the bottom front of the STD 204 form.