

**CALIFORNIA DEPARTMENT OF CHILD SUPPORT SERVICES**

P.O. Box 419064, Rancho Cordova, CA 95741-9064



February 13, 2025

**Notice to Prospective Bidders****SUBJECT: INVITATION FOR BIDS (IFB) #420, PAYMENT PROCESSING SERVICES  
(KIOSK, MOBILE, AND WEB APPLICATION)**

To Whom it May Concern,

California Department of Child Support Services (DCSS) invites you to review and respond to this Invitation for Bids (IFB). Bidders must comply with the instructions within the enclosed IFB, or bids may be disqualified.

State of California Standard Agreements include by reference the most current General Terms and Conditions (GTC) and Contractor Certification Clauses (CCC) which may be viewed and downloaded on the DGS website: [Standard Contract Language \(ca.gov\)](https://www.dgs.ca.gov/Standard-Contract-Language). California State General Terms and Conditions and Contractor Certification Clauses are not negotiable.

Questions regarding the enclosed IFB must be submitted in accordance with the instructions in the enclosed IFB.

Sincerely,

Rosie Proeung  
Procurement Official

Enclosure

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## **1. Purpose and Description of Services**

The purpose of this Invitation for Bid (IFB) is to provide excellent customer service and promote the efficiency and accessibility of remitting in-person cash, credit/debit card child support payments. DCSS seeks a payment service provider to accept cash, checks, credit, and debit card payments for child support through free-standing payment kiosks, mobile and web applications.

The contractor shall accept and process child support payments through kiosks in the current locations, and additional kiosks in other county government departments and courts, as well as incorporate the use of a mobile and web payment application. These services shall be in accordance with the attached Sample Contract, Exhibit A, Scope of Work. These locations may be kiosks for child support purposes only or child support payments may be added to kiosks owned by the contractor, if the contractor's other client (e.g. other local, state government agencies) agrees to the addition of the child support application.

Although the number of potential additional locations is not known at this time, all locations and relocations of kiosks under the Agreement must be in the best interest of customers. The decision for any addition or relocation of kiosks shall be decided by the local child support agencies (LCSAs) and be subject to the approval of DCSS.

## **2. Minimum Qualifications**

Bidders must demonstrate experience providing payment services through a large kiosk network and mobile applications. Bidders shall have a proven track record of successfully partnering with clients receiving similar payment services.

Bidders must provide three customer references that are similar in scope and size to the services required in this IFB in the Attachment titled, Bidder References.

Bidders must provide proof of a Money Transmitter License (MTL) or proof of exemption. Bidders must indicate the license or certification information on the Attachment titled, Bidder Certification.

## **3. Caution to Potential Bidders**

This IFB contains instructions that regulate the requirements for bids, the bid format, and the materials to be included in the bid. This IFB describes all requirements and responsibilities in detail. Sections 9 through 12 provide information about how to prepare and submit bids, as well as how bids will be evaluated.

To minimize risk of submitting a noncompliant bid, bidders should:

- A. Carefully read the entire IFB.
- B. Submit written questions by the due date in section 6, Key Action Dates, if clarification is needed.
- C. Submit bids by the due date and time.
- D. Follow IFB procedures and requirements accurately and timely.

#### **4. Agreement Term**

The term of the resulting Agreement is anticipated to be effective from May 1, 2025, through April 30, 2028, with one optional one-year extension. The Agreement term may change if DCSS makes an award earlier than expected or if DCSS cannot execute the Agreement in a timely manner due to unforeseen delays.

The resulting Agreement will be of no force or effect until it is signed by both parties and approved by the Department of General Services (DGS). Contractor must not begin service until all approvals have been obtained. DCSS may consider services performed before all approvals are obtained to have been volunteered services.

#### **5. Procurement Official and Contact Information**

The Procurement Official is the single point of contact for bidders during this solicitation. Bidders shall submit questions, bids, and other formal correspondence to the Procurement Official.

Procurement Official: Rosie Proeung  
Email Address: [ASDContracts@dcss.ca.gov](mailto:ASDContracts@dcss.ca.gov)

#### **6. Key Action Dates**

Bidders are advised of the following schedule for this IFB and are expected to adhere to the required dates and times. DCSS reserves the right to modify this schedule at any time and will make reasonable efforts to notify the affected parties. All times are Pacific Time and reflect the time that the questions or bid must be received by DCSS. Dates for events after the public bid opening are tentative and may be changed without addendum.

<b>Event</b>	<b>Date</b>	<b>Time</b>
IFB Available to Bidders	February 13, 2025	
Written Questions Submittal Deadline	February 19, 2025	4:00 p.m.
State Response to Questions	February 24, 2025	4:00 p.m.

<b>Event</b>	<b>Date</b>	<b>Time</b>
Final Date for Bid Submission	February 27, 2025	2:00 p.m.
Public Bid Opening	March 3, 2025	11:00 a.m.
Notice of Intent to Award Posted	March 7, 2025	
Last Day to Protest the Award	March 14, 2025	
Tentative Agreement Start Date	May 1, 2025	

## **7. Americans with Disabilities Act**

It is the policy of DCSS to comply with the nondiscrimination requirements of the ADA and make every effort to ensure that its programs, activities, and services are available to all people, including people with disabilities.

People with a disability needing reasonable accommodation to participate in the procurement process, or people who have questions regarding reasonable accommodations for the procurement process may contact the Procurement Official identified in section 4, Procurement Official and Contact Information.

To ensure DCSS can meet your needs, we suggest that you submit your request for reasonable accommodation at least 10 business days prior to the scheduled event or due date.

## **8. Questions**

A. Bidders must email questions to the following address no later than the date indicated in section 6, Key Action Dates. DCSS will post questions and responses on [California State Government Marketplace](#).

Email: [ASDContracts@dcss.ca.gov](mailto:ASDContracts@dcss.ca.gov)

Subject: Questions, IFB #420, Payment Processing Services

Attn: Rosie Proeung

B. Bidders should immediately notify DCSS if clarification is needed or if questions arise regarding services required or the IFB instructions or requirements.

C. Bidders should not make assumptions about DCSS resources or commitments not documented in this IFB. Bidders are encouraged to submit questions for clarification.

D. Inadvertent oral communications pertaining to this IFB shall not be binding and shall in no way excuse bidders from any obligations set forth in this IFB.

E. Written questions must include:

- 1) Requester's name, name of firm or organization submitting the question, mailing address, email address, and telephone number including area code.
- 2) IFB section, page number, and other information useful in identifying the specific problem or issue in the IFB.
- 3) A description of the subject in question or discrepancy found.
- 4) Remedy requested, if any.

## **9. Bidding Requirements and Conditions**

DCSS has established the following requirements with respect to bids to be submitted.

- A. The use of "shall," "must," or "will" in this IFB indicates a requirement or condition that is mandatory.
- B. DCSS may reject bids if they are conditional, incomplete, or contain any alterations of form or other irregularities of any kind. DCSS may reject any or all bids.
- C. Bidders are responsible for costs incurred in the development of bids and will not charge DCSS for those costs.
- D. Bidders may modify a bid after its submission by withdrawing their original bid and resubmitting a new bid prior to the bid submission deadline as set forth in section 6, Key Action Dates. Bid modifications offered in any other manner, oral or written, will not be considered.
- E. DCSS reserves the right to reject all bids and cancel this IFB at any time. DCSS is not required to award an Agreement.
- F. Bidders should review, correct all errors, and confirm compliance with the IFB requirements before submitting a bid for this solicitation. This includes ensuring all required signatures have been obtained.
- G. DCSS does not accept alternate contract language from bidders. A bid with such language will be considered a counter bid and will be rejected. The State's General Terms and Conditions are not negotiable.



- H. No oral understanding or agreement shall be binding on either party.
- I. By submitting a bid, bidders authorize DCSS to verify all claims made by the Bidder including, but not limited to, verification of prior experience and possession of certifications; check client references to confirm business integrity and history of bidder's ability to deliver effective, efficient, and timely services and other IFB requirements.
- J. DCSS reserves the right to do any of the following up to the bid submission deadline:
  - 1) Modify any date or deadline appearing in this IFB. Modification of due dates will be published in the form of an addendum.
  - 2) Issue clarification notices, addenda, alternate IFB instructions, attachments and/or forms, etc.
  - 3) Waive any IFB requirement or instruction for all bidders if DCSS determines that the requirement or instruction was unnecessary, inaccurate, or unreasonable. If deemed necessary, DCSS may also waive for all bidders any unnecessary, inaccurate, or unreasonable IFB requirement or instruction that is detected after bids are received or during the review process.

## **10. Bid Format**

This IFB includes an explanation of the Department's needs which must be met, instructions which describe the format and content of bids to be submitted, and a model of the resulting Agreement.

- A. A person who is authorized to bind the bidding firm must digitally sign all applicable documents contained in the bid. Bidders may submit bids containing original wet signatures if they are unable to provide digital signatures.
- B. Bids should be formatted using one-inch margins at the top, bottom, and both sides, a sans serif font, 12-14 point, and printed on standard letter sized (8½" x 11") white paper, with each page clearly and consecutively numbered.
- C. Bids should not be bound or contain colored displays or promotional materials.
- D. Bidders must submit bids for the performance of all services described in this IFB. Deviations from the work specifications will not be considered and will cause the bid to be rejected.

- E. Bids must be complete and accurate. Omissions, inaccuracies, or misstatements deemed material will be cause for rejection of a bid.
- F. Bids must include the documents identified in section 11, Bid Content Requirements. Bids not including the Bidder Submission Checklist may be deemed non-responsive. A non-responsive bid is one that does not meet the basic bid requirements.

## **11. Bid Content Requirements**

Bidders must submit all items listed in this section in accordance with the submission instructions in section 12, Submission of Bid. Bids must include the following items.

### **A. Attachments**

Bidder must include all applicable attachments, completed, and signed as indicated on the individual attachments.

### **B. Corporate Qualifications**

Bidder must include information supporting the minimum qualifications for this IFB.

## **12. Submission of Bid**

- A. Bids must be received by DCSS on or before the date and time shown in section 6, Key Action Dates. A postmark is not sufficient for proof of receipt. Bidders are responsible for timely delivery of the bid. Bids received after the due date and time will not be considered.
- B. Bids, regardless of delivery method, must be sealed and clearly marked on the outside packaging with the IFB number and title, your firm's name and address, and must be marked with "DO NOT OPEN," as shown in the following example:

IFB #420  
Payment Processing Services  
[Your Company Name and Address]  
DO NOT OPEN

C. Bids must be mailed using United States Postal Service (USPS) or be hand delivered (courier or other) to the appropriate address:

1) Mailed (USPS):

Department of Child Support Services  
Procurement & Contract Branch  
Attn: Rosie Proeung, MS-623  
P.O. Box 419064  
Rancho Cordova, CA 95741-9064

2) Hand Delivery (If hand delivering, go to the Receiving Area located on the east side of the building. Security guards at the front desk will not take delivery of bids.) You can call the Receiving Area at (916) 464-2866.

Department of Child Support Services  
Procurement & Contract Branch  
Attn: \_\_\_\_\_, MS-623  
11150 International Drive  
Rancho Cordova, CA 95670

### **13. Public Bid Opening**

Bid packages received according to the IFB instructions on or before the bid due date in section 6, Key Action Dates will be publicly opened and read at a virtual bid opening. Notify the Procurement Official that you wish to attend, and you will be sent an invitation with a link to the virtual environment. Questions regarding the bid opening may be directed to the Procurement Official.

### **14. Bid Evaluation and Selection**

#### **A. Review of Timely Submissions**

DCSS will review each bid received by the bid submission due date and time specified in section 6, Key Action Dates, for compliance with the submission requirements of this IFB. This is a pass or fail review. Bidders who pass are determined to be responsive and bidders who fail are determined to be nonresponsive.

#### **B. Responsiveness and Responsibility Determination**

1) DCSS will evaluate each bid to determine its responsiveness and each bidder's responsibility to the published requirements of this IFB.

- 2) A responsive bidder is one who submits a bid that meets all the submission requirements and minimum qualification requirements stated in this IFB.
- 3) A responsible bidder is one that is trustworthy and possesses the necessary quality, fitness, and capacity to satisfactorily perform the proposed work.
- 4) Responsive bids shall be considered evidence of the bidder's responsibility. DCSS reserves the right to reevaluate a bidder's responsibility prior to award and is in no way limited to submitted bid packages in deciding as to a bidder's responsibility. In determining whether a bidder is responsible, DCSS may require bidders to submit further evidence of their qualifications.

### **C. Nonresponsive Bids**

In addition to any condition previously indicated in this IFB, DCSS may deem a bid nonresponsive if:

- 1) Bidder fails to comply with the content of this IFB or its submission instructions.
- 2) The bid is conditional, materially incomplete, or defective.
- 3) DCSS discovers, at any stage of the selection or upon Agreement award, that the awarded bidder is unwilling or unable to comply with the Agreement terms, conditions, attachments, or exhibits cited in this IFB, or the Sample Contract.

### **D. State's Right to Request Clarification**

DCSS, at its sole discretion, reserves the right to collect the following:

- 1) Information or data omitted from a bid or required exhibit or form.
- 2) Information or material needed to clarify or confirm statements and/or claims made by the bidder in their bid.
- 3) Information, material, forms, or attachments needed to correct or remedy an immaterial defect in a bid.

#### **E. Immaterial Deficiency**

- 1) DCSS may waive any immaterial deficiency in any bid and allow the bidder to remedy those deficiencies. DCSS reserves the right to use its best judgment to determine what constitutes an immaterial deficiency.
- 2) DCSS waiving an immaterial deficiency in a bid shall in no way modify this IFB or excuse a bidder from full compliance with all IFB requirements.

#### **F. Unanticipated Errors**

DCSS reserves the right to remedy errors caused by DCSS office equipment malfunctions, negligence by DCSS staff, or natural disasters (i.e., floods, fires, earthquakes, etc.).

#### **G. Correction of Clerical or Mathematical Errors**

- 1) DCSS reserves the right, at its sole discretion, to overlook, correct, or require a bidder to remedy any obvious clerical or mathematical errors occurring in the bid or on the Cost Worksheet.
- 2) DCSS may require bidders to submit a revised Cost Worksheet if the correction of a mathematical error results in an alteration of any rates, costs, figures, calculations, annual cost, or total cost offered.

#### **H. Tax Delinquencies Contract Ban**

Public Contract Code (PCC) section 10295.4 provides that a state agency shall not enter into any agreement for goods or services with a contractor whose name appears on either list of the 500 largest tax delinquencies pursuant to section 7063 or 19195 of the Revenue and Taxation Code. The Franchise Tax Board (FTB) and Board of Equalization (BOE), now California Department of Tax and Fee Administration (CDTFA) will post and periodically update lists of the 500 largest tax delinquencies on their websites as required by law. Starting July 1, 2012, prior to executing Agreements, state agencies must check the FTB and CDTFA lists to ensure the proposed supplier is not on either list. DCSS cannot award an Agreement to bidders found to be on either of those lists.

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

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the

U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. DCSS shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the state.

#### **J. State's Right to Reject Responses**

A deviation exists when a bid is not in accord with IFB requirements. A deviation is material if it provides an advantage to one bidder over another or has a significant effect on the delivery, quantity, or quality of items, the amount paid to the bidder, or the cost to DCSS. Material deviations cannot be waived. DCSS, at its sole discretion, reserves the right to reject any bid that:

- 1) Contains price elements that exceed the anticipated funding limit(s) indicated by DCSS in this IFB, or other communication.
- 2) Is submitted by a firm that has been decertified or is ineligible to contract with a state or federal agency. This includes firms that are no longer in good standing or not qualified to conduct business in California.
- 3) Contains false or misleading statements, or which provide references which do not support an attribute or condition claimed by the bidder.
- 4) Contains any deviation from the work specifications.
- 5) Contains alterations to the General Terms and Conditions, or special provisions submitted by a bidder. DCSS will consider a bid containing such provisions a counter bid and the bid may be rejected.

#### **15. Preference and Participation Programs**

DCSS will apply preference adjustments to eligible bidders, who claim preferences according to state regulations and following DCSS verification of approved certification with the Department of General Services (DGS), Office of Small Business & Disabled Veteran Business Enterprise Services

(OSDS). DCSS will only apply preferences in this IFB if more than one responsible, responsive bid is received.

### **A. Small Business**

Bidders claiming the small business (SB) preference must be certified by California as a small business or must meet one of the other criteria listed in this section. Completed certification applications and required support documents must be submitted to the Office of Small Business and DVBE Services (OSDS) no later than 5:00 p.m. PT on the proposed due date, and the OSDS must be able to approve the application as submitted. Small business nonprofit veteran service agencies (SB/NVSA) claiming the SB preference must possess certification by California prior to the proposal due date and time. Questions regarding certification should be directed to the OSDS at [OSDSHelp@dgs.ca.gov](mailto:OSDSHelp@dgs.ca.gov) or (916) 375-4940.

- 1) Small Business (SB) Regulations: SB regulations are found in the California Code of Regulations (CCR), Title 2, Division 2, Chapter 3, Subchapter 8, Section 1896 et seq. These regulations govern the application and calculation of SB preference, SB eligibility, certification, and SB responsibilities.

Regulations can be viewed at [DGS Website - Notice of Rulemaking Regulations for SB and/or DVBE](#). For those without Internet access, a copy of the regulations can be obtained by calling the Office of SB and DVBE Services (OSDS) at (916) 375-4940.

- 2) Small Business Preference: The State of California provides a 5% preference to certified SB bidders. For the purposes of this section, the definitions specified in Title 2, California Code of Regulations (CCR), Section 1896.4 shall apply unless otherwise noted.
- 3) Non-Small Business Subcontractor Preferences: A 5% preference is available to a non-SB claiming 25% California-certified SB subcontractor participation.
- 4) Small Business Nonprofit Veteran Service Agencies (SB/NVSA): SB/NVSA prime bidder's meeting requirements specified in the Military and Veterans Code section 999.50 et seq. and obtaining a California certification as a SB are eligible for 5% SB preference.
- 5) Bidder Declaration: Bidders must complete and include the attachment titled Bidder Declaration indicating SB preference, non-SB subcontractor preference or SB/NVSA. The form must list all the

California-certified SBs with which the bidder commits to subcontract with. All certified SBs must perform a commercially useful function (CUF) in the performance of the contract as defined in Government Code section 14837(d)(4). Proposers can learn more about CUF on the [DGS Commercially Useful Function for Certified Firms webpage](#).

**B. Disabled Veteran Business Enterprise (DVBE)**

DCSS is committed to meeting or exceeding the State's minimum annual disabled veteran business enterprise (DVBE) participation goal of total reportable procurements. This goal of at least 3% DVBE participation is established in Public Contract Code (PCC) section 10115 et seq., Military & Veterans Code (MVC) section 999 et seq., and California Code of Regulations (CCR) Title 2, Division 2, Chapter 3, Subchapter 10.5, Article 2, DVBE Participation in State Contracting.

- 1) DVBE Requirements: DCSS elects to waive the DVBE Program Requirements in this solicitation but opts to include the DVBE incentive.
- 2) DVBE Incentive: Subject to exceptions in Government Code and pursuant to regulations, state law requires DCSS to reach an annual DVBE participation goal of 3%. To reach that 3% goal, for evaluation purposes, DCSS will give an incentive to bidders who provide DVBE participation.

DVBE participation must be identified on the attachment titled Bidder Declaration and will be confirmed by DCSS. 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%

- 3) DVBE Reporting Requirements: If the contractor made a commitment to achieve DVBE participation, they must complete and submit the STD 817, Prime Contractor's Certification – DVBE Subcontracting Report upon completion. DCSS may withhold \$10,000 or full payment if less than \$10,000 from the final payment pending receipt of a complete and accurate STD 817.



A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Military & Veterans Code (M&VC) section 999.5(d)).

- 4) DVBE Substitutions: Bidder understands and agrees that should award of an Agreement be based in part on their commitment to use a DVBE subcontractor(s), a DVBE subcontractor identified in their bid 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 and approved DVBE substitutions will be documented by Agreement amendment.
- 5) Failure to Seek Substitution: A contractor who fails to seek substitution and adhere to the DVBE participation level identified in their bid may be subject to termination of the Agreement, recovery of damages under the rights and remedies due to the State, and penalties as outlined in M&VC section 999.9; Public Contract Code (PCC) section 10115.10, or PCC section 4110 (applies to public works only).
- 6) Bidder Declaration: Bidders must complete and include the attachment titled Bidder Declaration indicating DVBE participation. The form must list all the California-certified DVBEs with which the bidder commits to subcontract with. All certified DVBEs must perform a commercially useful function (CUF) in the performance of the contract as defined in Government Code section 14837(d)(4). Bidders can learn more about CUF on the [DGS Commercially Useful Function for Certified Firms webpage](#).
- 7) DVBE Declarations: If applicable, the disabled veteran owner(s) and disabled veteran manager(s) of the DVBE must complete and sign the attachment titled Disabled Veteran Business Enterprise Declarations (DGS PD 843), when a DVBE bidder or subcontractor will provide materials, supplies, services, or equipment (Military and Veterans Code section 999.2).

### **C. Target Area Contract Preference Act (TACPA)**

- 1) This solicitation contains a link to Target Area Contract Preference Act (TACPA) workplace and workforce preference request forms in the attachment by the same name. Bidders are not required to apply for these preferences. Denial of the TACPA preference request is not a basis for rejection of the bid. Bidders should carefully review the forms and requirements.

- 2) California-based companies seeking TACPA preferences will need to complete and submit preference request forms with their bid. The link in Attachment 9 will take you to the DGS website containing the required forms and an interactive map to determine if a business is located within a TACPA qualified zone.
- 3) Any questions regarding the TACPA preference should be directed to [TACPA@dgs.ca.gov](mailto:TACPA@dgs.ca.gov).
- 4) The granting of TACPA preference cannot displace an award to a certified small business.
- 5) TACPA preference cannot be granted if:
  - a) The lowest proposed cost does not equal or exceed \$100,000 for the entire term.
  - b) The work site or any part thereof is fixed or preset by DCSS.
  - c) The services involve construction or a public works project.
- 6) A bidder who has claimed a TACPA preference and is awarded the Agreement will be obligated to perform in accordance with the preference(s) requested, provided the preference was granted in obtaining the Agreement. Firms receiving preference must:
  - a) Report their labor hours to DCSS.
  - b) Reference the Agreement number on which the award is based for the specific reporting requirements.

#### **D. Combined Preferences**

The maximum preference or score addition that any bidder may be granted for SB preference, non-SB subcontractor preference, DVBE incentive, and TACPA preference combined is 15%.

Any bidder that claims and is granted non-SB subcontractor preference, and TACPA preference cannot displace an award to a certified SB or MB.

## **E. Application of Preference Points**

When responsive and responsible bidders are eligible for one or more incentives and/or preferences, the order of application shall be as follows:

- 1) SB preference.
- 2) Non-SB subcontractor preference.
- 3) DVBE incentive.
- 4) TACPA preference.

## **16. Evaluation**

### **A. Cost Worksheets**

Cost Worksheets of bidders who are deemed responsive and responsible will be evaluated for the lowest cost. Preferences and incentive will be calculated and applied to determine each bidder's total evaluated cost.

### **B. Tie Bids**

If two or more bidders submit bids that, after the calculation of preferences as described in section 15, Preference and Participation Programs, result in a tie, DCSS shall resolve the tie as follows:

- 1) In accordance with Government Code section 14838, subdivision (f), in the event of a precise tie between a small business (SB) or microbusiness (MB), and a disabled veteran-owned small business or microbusiness, the Agreement shall be awarded to the disabled veteran-owned small business or microbusiness.
- 2) In accordance with the California Code of Regulations, title 2, section 1896.6, if, after the application of the SB preference, the bid of the SB is equal to the lowest priced bid from a responsible non-small business, the Agreement shall be awarded to the SB.
- 3) In all other circumstances and in accordance with the State Contracting Manual, the tiebreaker will be a coin toss. DCSS will notify the affected bidders no less than 24 hours prior to the coin flip to allow the bidder or their designee to be present to witness the coin toss. DCSS will document in the procurement file all steps taken to resolve the tie.
- 4) In no event will DCSS settle a tie by dividing the work among the tied bidders

**C. Low Cost Calculation**

Using the given transaction amount of \$100.00 USD.

Bidders average flat fee, determined by adding together the bid rate for all four years and dividing it by 4, equals the bidder's evaluated flat fee.

Bidder's average percentage rate, determined by adding together the bid rate for all four years and dividing it by 4, multiplied by the given transaction amount of \$100, equals the bidder's evaluated percentage rate.

Bidder's evaluated flat fee plus the bidder's evaluated percentage rate equals the bidder's evaluated total bid amount. This is the amount that will be used to determine the lowest bidder.

**Example Bid:**

	Year 1	Year 2	Year 3	Year 4
Flat Fee	\$1.75	\$1.75	\$1.85	\$1.85
Percentage Rate	1.9%	1.9%	2%	2.25%

**Example Evaluation:**

	Example	Bidder A	Bidder B	Bidder C
Average Flat Fee	\$1.80			
Average Percentage Rate	2.01%			
Evaluated Flat Fee	\$1.80			
Evaluated Percentage Rate Fee	\$2.01			
Evaluated Total Bid Amount	\$3.81			

**17. Intent to Award**

- A. Award, if made will be to the responsible and responsive bidder with the lowest evaluated cost after preferences and incentives have been calculated. DCSS reserves the right to reject all bids and cancel this solicitation in its entirety, if it is in the best interest of the state.

- B. When an award from a competitive solicitation, is not to be awarded to the lowest bidder, the lowest bidder will be notified by email five working days prior to the award of the Agreement.
- C. Prior to awarding the Agreement, a notice of Intent to Award for this IFB will be publicly posted for at least five working days in the DCSS lobby at 11150 International Drive, Rancho Cordova, 95670.

## **18. Protest**

- A. If any bidder, prior to the award of Agreement, files a written protest with the Department of General Services (DGS), Office of Legal Services (OLS) and DCSS on the grounds that the (protesting) bidder is the lowest responsive, responsible bidder, the Agreement shall not be awarded until the protest has been withdrawn or DGS/OLS makes a decision.
- B. The protesting bidder shall file with DGS and DCSS a detailed written statement specifying grounds for the protest within five calendar days after filing the initial protest, but not later than the Last Day to Protest the Award date and time specified in section 6, Key Action Dates.

The written protest must be sent to:

DGS, Office of Legal Services  
Attention: Bid Protest Coordinator  
707 Third Street, 7th Floor, Suite 7-330  
West Sacramento, California 95605  
or Email: [OLSProtests@dgs.ca.gov](mailto:OLSProtests@dgs.ca.gov).

If mailed, it is suggested that bidders submit any protest by certified or registered mail.

A copy of the detailed written statement must be emailed to DCSS at [ASDContracts@dcss.ca.gov](mailto:ASDContracts@dcss.ca.gov).

- C. In the event DCSS receives only one bid, DCSS has the right to waive the protest period and award the Agreement.

## **19. Disposition of Bids**

- A. All documents submitted in response to this IFB will become the property of DCSS and will be regarded as public records under the California Public Records Act (Government Code section 6250 et. seq.) and subject to review by the public.

- B. The contents of bids shall be held in strictest confidence until the "Notice of Intent to Award" is issued. Bidders should be aware that marking a document "confidential" or "proprietary" may exclude it from consideration for award and will not keep that document from being released as part of the public record after the Notice of Intent to Award is issued unless a court has ordered DCSS not to release the document.
- C. DCSS will provide copies of bid documents upon request at the expense of the requestor, unless waived by DCSS.
- D. DCSS may return bids upon request at the bidder's expense unless such expense is waived by DCSS.

## **20. Agreement Execution and Performance**

- A. The awarded bidder must enter into an Agreement comprised of their bid and the state-approved language provided in the exhibits.
- B. Performance shall start no later than the date set by DCSS and the contractor, after all approvals have been obtained and the Agreement is fully executed. Should the contractor fail to commence work at the agreed upon time, DCSS, upon five days written notice to the contractor, reserves the right to terminate the Agreement. In addition, the contractor shall be liable to DCSS for the difference between their bid price and the actual cost of performing work by another bidder.
- C. All performance under the Agreement shall be completed on or before the termination date of the Agreement.
- D. If an inconsistency or conflict arises between the terms and conditions appearing in the final Agreement and the terms and conditions appearing in this IFB, any inconsistency or conflict will be resolved by giving precedence to the final Agreement.

**ATTACHMENT 1 – BIDDER SUBMISSION CHECKLIST**

A complete bid will consist of the items identified below. Complete this checklist to confirm the items in your bid. Place a check mark or “X” next to each item that you are submitting to the State. For your bid to be responsive, all required attachments must be submitted, including this checklist. The shaded “DCSS Verification” is for DCSS use only.

<input type="checkbox"/> Attachment 1 - Bidder Submission Checklist (required)	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Attachment 2 - Bidder Certification (required)	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Attachment 3 - Cost Worksheet (required)	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Attachment 4 - Bidder References (required)	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Attachment 5 - Subcontractor Participation	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Attachment 6 - Payee Data Record (required)	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Attachment 7 - Bidder Declaration (required)	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Attachment 8 - Disabled Veteran Business Enterprise Declarations (required if certified DVBES are participating)	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Attachment 9 - Darfur Contracting Act Certification (required)	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Attachment 10 - Contractor Certification Clauses (required)	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Attachment 11 - DCSS Confidentiality Statement (required)	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Attachment 12 - DCSS Conflict of Interest Statement (required)	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Attachment 13 - Secretary of State Certificate (required if corporation or partnership)	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Attachment 14 - California Civil Rights Laws Certification (required)	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Attachment 15 – Iran Contracting Act Certification	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Attachment 16 - Debarment and Suspension Certification (required)	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Attachment 17 - Certification Regarding Lobbying (page 1 required, page 2 required if Proposer has items to report)	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Attachment 18 - Target Area Contract Preference Act (TACPA) forms (required if requesting TACPA preference)	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Attachment 19 - Generative Artificial Intelligence (required)	<input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Corporate Qualifications (required)	<input type="checkbox"/> Yes <input type="checkbox"/> No

**ATTACHMENT 2 – BIDDER CERTIFICATION**

This Bidder Certification must be signed and returned along with all the required attachments:

- A. Bidder's all-inclusive cost worksheet is provided.
- B. All required attachments are included with this certification sheet.
- C. The signature affixed hereon and dated certifies compliance with all the requirements of this IFB. The signature below authorizes the verification of this certification.

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

Company Name: _____
Telephone Number: _____
Email Address: _____
Address: _____

Indicate Organization Type:

- Sole Proprietorship
- Partnership
- Corporation

Indicate the applicable employee and/or corporation number:

Federal Employee ID Number: \_\_\_\_\_

California Corporation Number: \_\_\_\_\_

Indicate applicable license and/or certification information:

Bidder's Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Are you certified with the Department of General Services, Office of Small Business (SB) and Disabled Veteran Business Enterprise (DVBE) Services (OSDS) as:

- California SB; if so, enter certification number: \_\_\_\_\_
- DVBE, if so, enter certification number: \_\_\_\_\_

**NOTE:** A copy of your Certification is required to be included.



**ATTACHMENT 3 – COST WORKSHEET**

The successful bidder will be paid a flat fee per transaction. The flat fee per transaction applies to all child support payment types (cash, check, credit, and debit card) and shall not exceed \$2.00 per transaction. It is estimated, but not guaranteed that there are between 225,000-250,000 transactions per year. The flat fee per transaction shall remain firm and fixed for the term of the Agreement. The successful bidder will submit an itemized invoice for this transaction fee to DCSS monthly.

The successful bidder will charge the lowest possible percentage rate per transaction to the user separately for actual merchant fees, including interchange charges, service charges, and fees associated with child support credit and debit card payments. This fee shall not be billed to DCSS.

**The bidder must bid:**

	Year 1	Year 2	Year 3	Year 4
Flat Fee Per Transaction				
Percentage Rate Per Transaction				

**Signature of Authorized Representative**

By signing this document bidder is making a firm, irrevocable offer.

**Failure to sign is grounds for rejection.**

Company Name: _____
Authorized Representative Name & Title: _____
Signature of Authorized Representative: _____
Date: _____

**ATTACHMENT 4 – BIDDER REFERENCES**

List below three references that can verify bidders experience from current and/or former paying clients for whom the bidder has provided services similar in size and scope to those required in the Sample Contract within the last five years. At least one of the references should include a California state agency. If the bidder is not or has not been under Contract to a California state agency, references from other public sector engagements or private firms are acceptable.

**REFERENCE 1**

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Dates of Service: \_\_\_\_\_

Value or Cost of Service: \_\_\_\_\_

Brief Description of Service Provided: \_\_\_\_\_

\_\_\_\_\_

**REFERENCE 2**

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Dates of Service: \_\_\_\_\_

Value or Cost of Service: \_\_\_\_\_

Brief Description of Service Provided: \_\_\_\_\_

\_\_\_\_\_

**REFERENCE 3**

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Dates of Service: \_\_\_\_\_

Value or Cost of Service: \_\_\_\_\_

Brief Description of Service Provided: \_\_\_\_\_

\_\_\_\_\_

**ATTACHMENT 5 – SUBCONTRACTOR PARTICIPATION**

Complete for each subcontractor participant, if applicable. Subcontractors are subject to all the requirements, terms and conditions, and procedures detailed in the proposed Agreement. Use multiple sheets if necessary.

SOW Position Title: _____
Firm Name: _____
Subcontractor Contact Name: _____
Address: _____
Telephone: _____ Email Address: _____

SOW Position Title: _____
Firm Name: _____
Subcontractor Contact Name: _____
Address: _____
Telephone: _____ Email Address: _____

SOW Position Title: _____
Firm Name: _____
Subcontractor Contact Name: _____
Address: _____
Telephone: _____ Email Address: _____

SOW Position Title: _____
Firm Name: _____
Subcontractor Contact Name: _____
Address: _____
Telephone: _____ Email Address: _____

**ATTACHMENT 6 – PAYEE DATA RECORD**

Complete and sign the Payee Data Record and Payee Data Record Supplement (if applicable) and include in the bid package.

Payee Data Record forms are available electronically on the Department of General Services (DGS) website: [STD 204 - Payee Data Record \(ca.gov\)](#) and [STD 205 - Payee Data Record Supplement \(ca.gov\)](#)

### **ATTACHMENT 7 – BIDDER DECLARATION**

Bidder must complete the Bidder Declaration form indicating their own small business and/or disabled veteran business enterprise status and declaring any subcontractors that will be employed for the duration of the proposed Agreement along with the subcontractor's certification information. Complete and sign the Bidder Declaration (GSPD-05-105) and include it in the bid package.

Bidder Declaration is available on the DGS website at: [Bidder Declaration \(ca.gov\)](#)

**ATTACHMENT 8 – DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONS**

If applicable, the disabled veteran owner(s) and disabled veteran manager(s) of the DVBE must complete and sign the Disabled Veteran Business Enterprise Declarations (DGS PD 843), when a DVBE bidder or subcontractor will provide materials, supplies, services or equipment (Military and Veterans Code section 999.2).

Form is available on the DGS website at: [STD. 843 \(Rev. 11/2005\) \(ca.gov\)](#)

**ATTACHMENT 9 – DARFUR CONTRACTING ACT CERTIFICATION**

Public Contract Code (PCC) sections 10475-10481 apply to any company that currently or within the previous three years has had business activities or other operations outside of the United States.

Read the form in the link and determine which option applies to your company. If your company has not had business activities outside the U.S., you are not required to complete this form. Please indicate that in your bid to avoid the appearance that you have not provided a response to this requirement.

[Darfur Contracting Act Certification](https://www.documents.dgs.ca.gov/dgs/FMC/GS/PD/PD_1.pdf) available at  
[https://www.documents.dgs.ca.gov/dgs/FMC/GS/PD/PD\\_1.pdf](https://www.documents.dgs.ca.gov/dgs/FMC/GS/PD/PD_1.pdf)



**ATTACHMENT 10 – CONTRACTOR CERTIFICATION CLAUSES**

Contractors must agree to the terms and conditions in the Contractor Certification Clauses referenced in the General Terms and Conditions which will be incorporated into any Agreement that may result from this IFB.

Bidders must complete and digitally sign and date the form and include it in their bid package.

Contractor Certification Clauses (CCC 04/2017) are available on the DGS website at: [Standard Contract Language \(ca.gov\)](http://www.dgs.ca.gov/Standard-Contract-Language)

<https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>

**ATTACHMENT 11 – DCSS CONFIDENTIALITY STATEMENT**

As an authorized representative or corporate officer of the company name below, I have the authority to bind the company contractually, and I agree that all persons employed by this company will adhere to the following policy:

All information belonging to the Department of Child Support Services (DCSS) or its affiliated agencies is considered sensitive and confidential and cannot be disclosed to any person or entity that is not directly approved to participate in the work required to execute this Agreement.

I certify that I will keep all information including (but not limited to) information concerning the planning, processes, development or procedures of the project, and all communication DCSS or its affiliates related to any procurement process, confidential and secure. I will not copy, give or otherwise disclose such information to any other person unless the DCSS has on file a Confidentiality Statement signed by the other person(s), and the disclosure is authorized and necessary for the procurement. I understand that the information to be kept confidential includes, but is not limited to, specifications, administrative requirements, terms and conditions, concepts, and discussions, as well as written and electronic materials. I further understand that if I leave this procurement before it ends, I must keep all procurement information confidential. I agree to follow any instructions provided by the project relating to the confidentiality of procurement information.

I fully understand that any unauthorized disclosure I make may be basis for civil and/or criminal penalties. I agree to advise the Contract Manager immediately in the event of an unauthorized disclosure, inappropriate access, misuse, theft, or loss of data. I warrant that if my company is awarded the Contract, it will not enter into any agreements or discussions with a third party concerning such materials prior to receiving written confirmation from the state that such third party has an agreement with the state similar in nature to this one.

All personnel assigned to this project shall be provided a Confidentiality Statement and will be expected to sign and return it to the state's project manager before beginning work on this project.

Representative Name: _____
Representative Title: _____
Phone Number: _____
Company Name: _____
Address: _____
Signature: _____ Date: _____

**ATTACHMENT 12 – DCSS CONFLICT OF INTEREST STATEMENT**

- A. DCSS intends to avoid conflicts of interest or the appearance of conflicts of interest on the part of the bidder, subcontractors, independent consultants, employees, officers, and directors of the bidder, subcontractors, or independent consultants. Therefore, DCSS reserves the right to determine, at its sole discretion, whether any information received from any source indicates the existence of a conflict of interest.
- B. Any of the following instances would be considered a conflict of interest, including, but not limited to:
  - 1) An instance where the bidder, any of its subcontractors, independent consultants, employees, officers, holds a position of interest, financial or otherwise, which would allow use or disclosure of information obtained while performing services for private or personal benefit or for any purpose that is contrary to the goals and objectives of the Contract.
  - 2) Where pursuant to the Political Reform Act (Government Code section 87100-87500), a DCSS official has an economic interest in the bidder and the official makes, participates in the making of, or uses his or her official position to influence the making of a decision involving bidder, where it is reasonably foreseeable that the decision could materially affect the official's economic interest.
  - 3) Where pursuant to Government Code section 1090 et seq., a DCSS official participates in the making of a Contract with bidder and the official is financially interested in the Contract.
- C. DCSS' determination of a suspected or potential conflict of interest will be based on all of the bidder's business affiliations and contractual relationships.
- D. If DCSS is aware of a known or suspected conflict of interest, the bidder will be given an opportunity to submit additional information or to resolve the conflict. A bidder with a suspected conflict of interest will have five state working days from the date of notification of the conflict by DCSS to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by DCSS and cannot be resolved to the satisfaction of DCSS, before or after the award of the Contract, the conflict will be grounds for the bid to be deemed nonresponsive and/or the Contract to be terminated.
- E. This certificate shall bear the original signature of an official or employee of the bidder who is authorized to bind the bidder.
- F. It is understood that this requirement shall be in effect for the entire term of the Contract. The bidder shall obtain a completed certificate from any proposed subcontractor and independent consultant and submit it to DCSS

prior to approval of the subcontractor or independent consultant by DCSS.

- G. The bidder and each subcontractor shall notify DCSS, at [ASDContracts@dcss.ca.gov](mailto:ASDContracts@dcss.ca.gov) within 10 state working days of any change to the information provided on this certificate.
- H. If the bidder has a suspected or potential conflict of interest, the bidder shall attach to this form a description of the relationship, a plan for ensuring that such a relationship will not adversely affect DCSS, and procedures to guard against the existence of an actual conflict of interest.

**The undersigned hereby affirms that: (check one)**

- The Conflict of Interest statements above have been read, understood and no conflict of interest exists.
- A suspected or potential conflict of interest does exist, and additional information (as described in Paragraph H above) is attached along with a plan to address the possible conflict of interest.

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

Name and Title of Authorized Representative: \_\_\_\_\_

### **ATTACHMENT 13 – SECRETARY OF STATE CERTIFICATE**

Bidders must provide a copy of the Secretary of State Certificate when the Agreement is to be performed in the State of California by a corporation or partnership. DCSS must verify that the bidder is currently qualified to do business in California to ensure that all obligations due to the State are fulfilled. Information regarding this requirement is available on the Secretary of State's website at: <https://bizfileonline.sos.ca.gov/search/business>.

1. Follow the link.
2. Enter your company's name or entity number. Click the search icon or press the Enter key.
3. Click on the link under "Entity Information."
4. Print or screen print the entity detail screen.
5. Submit that printout with your bid.

**ATTACHMENT 14 – CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION**

Pursuant to PCC section 2010, bidders for Agreements estimated to be worth \$100,000 or more must complete the California Civil Rights Laws Attachment found on the DGS website: <https://www.dgs.ca.gov/-/media/Divisions/OLS/Forms/CALIFORNIA-CIVIL-RIGHTS-LAWS-ATTACHMENT.pdf>

**ATTACHMENT 15 – IRAN CONTRACTING ACT CERTIFICATION**

(Public Contract Code (PCC) sections 2202-2208) Prior to bidding on, submitting a bid or executing a Contract or renewal for a state of California contract for goods or services of \$1,000,000 or more, a Bidder must either: a) certify it is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services (DGS) pursuant to PCC section 2203(b) and is not a financial institution extending \$20,000,000 or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or Contract pursuant to PCC section 2203(c) or (d).

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

**OPTION 1 - CERTIFICATION**

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

Bidder Name/Financial Institution: _____
Federal ID Number: _____
Name and Title of Person Signing: _____
Signature: _____ Date: _____
Executed in County/State: _____

**OPTION 2 – EXEMPTION**

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

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

Bidder Name/Financial Institution: _____
Federal ID Number: _____
Name and Title of Person Signing: _____
Signature: _____ Date: _____



**ATTACHMENT 16 – DEBARMENT AND SUSPENSION CERTIFICATION**

DCSS is a federally funded department and therefore required to comply with the federal requirement to request this form from bidders. Bidders must complete the federal Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions form, provided in the following link, and include with the bid package.

[Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transactions \(sba.gov\)](#)

**ATTACHMENT 17 – CERTIFICATION REGARDING LOBBYING**

DCSS is a federally funded department and therefore required to comply with the federal requirement to request this form from bidders. Bidders must complete the federal Certification Regarding Lobbying form, provided in the following link, and include in the bid package.

<https://www.state.gov/wp-content/uploads/2019/01/Certification-Regarding-Lobbying.pdf>

### **ATTACHMENT 18 – TARGET AREA CONTRACT PREFERENCE ACT**

TACPA is an optional preference program described in section 14, Preference and Participation Programs. Submission of these two forms is optional. Bidders desiring to claim Target Area Contract Preference Act (TACPA) preference must submit in their bid a completed:

- TACPA Preference Request for Goods and Services Solicitations (STD 830) and
- Bidder's Summary of Contract Activities and Labor Hours (DGS/PD 526).

These two documents are available at [Request Target Area Contract Preference on the DGS website](#).

## **ATTACHMENT 19 – GENERATIVE ARTIFICIAL INTELLIGENCE**

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

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

The State has developed a [GenAI Reporting & Factsheet \(STD 1000\)](#) to be completed by the Bidder.

Failure to submit the GenAI Reporting & Factsheet (STD 1000) will result in disqualification of the Bidder.

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

Upon receipt of a Bidder's GenAI Reporting & Factsheet (STD 1000), the State reserves the right to incorporate GenAI Special Provisions into the final contract or reject bids that present an unacceptable level of risk to the State.

**NOTE TO BIDDERS:**

The following pages provide an example of the Agreement that may be awarded from this IFB. Please carefully review it and present any questions in writing to the DCSS Procurement Official identified in this IFB.

**SAMPLE CONTRACT – STANDARD AGREEMENT**

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES			
<b>STANDARD AGREEMENT</b>		AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (if applicable)
STD 213 (Rev. 10/2018)			
1. This Agreement is entered into between the Contracting Agency and the Contractor named below:			
CONTRACTING AGENCY NAME			
CONTRACTOR NAME			
2. The term of this Agreement is:			
START DATE			
THROUGH END DATE			
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	Scope of Work		
Exhibit B	Budget Detail and Payment Provisions		
Exhibit C *	General Terms and Conditions		
*			
-			
<i>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 <a href="http://www.dgs.ca.gov/ols/resources/standardcontractlanguage.aspx">www.dgs.ca.gov/ols/resources/standardcontractlanguage.aspx</a></i>			
<b>IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.</b>			
<b>CONTRACTOR</b>			
CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)			
CONTRACTOR BUSINESS ADDRESS		CITY	STATE
PRINTED NAME OF PERSON SIGNING		TITLE	
CONTRACTOR AUTHORIZED SIGNATURE		DATE SIGNED	
<b>STATE OF CALIFORNIA</b>			
CONTRACTING AGENCY NAME			
CONTRACTING AGENCY ADDRESS		CITY	STATE
PRINTED NAME OF PERSON SIGNING		TITLE	
CONTRACTING AGENCY AUTHORIZED SIGNATURE		DATE SIGNED	
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL		EXEMPTION, IF APPLICABLE	

## EXHIBIT A - SCOPE OF WORK

### 1. Purpose

Contractor agrees to provide to the Department of Child Support Services (DCSS) kiosks for child support payments in local child support agencies (LCSAs) and other locations in California. The locations are listed in Appendices 1 and 2. Additionally, Contractor must provide a mobile and web application payment option accessible via mobile devices.

### 2. Service Hours and Locations

Mobile and web payment applications shall be available 24 hours a day, 365 days a year. Kiosks shall be accessible and operational from 8:00 a.m. to 5:00 p.m., Pacific Time, Monday through Friday except state holidays. A list of State holidays is available on the California Department of Human Resources (CalHR) website: [State Holidays \(ca.gov\)](http://StateHolidays.ca.gov).

### 3. Period of Performance

The term of this Agreement is three years, with one optional one-year extension.

### 4. Contact Information

The contract managers during the term of this Agreement will be:

DCSS	Contractor
Project Representative: TBD	Contract Manager: TBD
Name:	Name:
Email:	Email:
Phone:	Phone:

The parties may change their contact information upon providing 10 days written notice to the other party. Said changes shall not require an amendment to this Agreement.

### 5. Services to be Provided

- A. Contractor must accept child support payments and remit to DCSS, SDU Web Portal.
- B. Contractor shall provide stand-alone payment kiosks in the locations listed in Appendices 1 and 2, Kiosk Locations and Correctional Facilities.

- C. Contractor must provide a mobile application to be downloaded into payer's mobile device and a web application to accept child support payments.
- D. Mobile application must be compatible with Android and iOS mobile devices and must be available for downloading in the common application stores such as the Google Play Store, iOS App Store, and Contractor's web page.

## **6. Contractor Responsibilities**

- A. Contractor must work with DCSS to remove existing kiosks and install kiosks to the successful bidder who is awarded this Agreement. Contractor must submit a transition plan for installation and removal of existing kiosks to a new Contractor at the end of this Agreement. Plan must reduce service interruption to a minimum.
- B. Contractor must work with DCSS and LCSAs to implement transition plan.
- C. Provide training to DCSS and LCSA staff on new or updated hardware and software up to and including user instructions for kiosks, and mobile and online payment application.
- D. Provide marketing materials as needed; said materials must be in at least English and Spanish.
- E. Contractor will add kiosks in other government offices courts and correctional facilities as determined by DCSS. The number of additional locations is not known at this time. Locations and relocations of kiosks under this Agreement must be in the best interest of customers and decided by the LCSAs, subject to the approval of DCSS.
- F. Assume all costs associated with this Scope of Work including hardware, software, consumables, installation, maintenance, credit/debit card related processing costs (excluding merchant fees), internet services, and costs required to process and pick up cash.
- G. Retain title to mobile application, web page, and hardware and bear the risk of loss or damage.
- H. Ensure that each kiosk includes reliable equipment with no or minimal downtime, not to exceed 2% monthly. Downtime must be reported to DCSS immediately upon awareness.



- I. Monitor and manage kiosks as well as the mobile and online application in real-time and perform all necessary maintenance timely when repairs or equipment replacement is needed within a maximum of 48 hours. Contractor is responsible for resolving any issues to their equipment and software.
- J. Any damages to site or LCSA equipment is the responsibility of Contractor and their insurance.
- K. Perform system upgrades outside of core work hours (8am-5pm) to minimize service disruption.
- L. Notify DCSS and LCSA staff by email or phone of on-site routine maintenance at least 24 hours in advance.
- M. Ensure kiosks, mobile, and web application meet standard ADA compliance.
- N. Provide internet services and ensure reliable and secure service.
- O. Add the child support payment option to kiosks owned by Contractor, if the Contractor's client (e.g. other county department) agrees to do so.
- P. Contractor shall validate the payer with the child support database via portal.
- Q. Ensure payers have only a single profile even if payer has multiple open child support cases.
- R. Kiosks must accept cash, checks, credit cards (Visa, Master Card, Discover and American Express) and debit cards from payers for the purpose of transferring payments from the payer to the DCSS State Disbursement Unit (SDU).
- S. Child support mobile and online applications must accept credit and debit cards.
- T. Remit child support payments and payment information electronically through the Automated Clearing House (ACH) Network to the SDU. The Child Support Application Banking Convention forms the basis for remitting payments together with remittance detail using the NACHA format.

- U. Guarantee funds to DCSS once cash, checks, and approved credit and debit card transactions are accepted. No credit card, debit card, or check chargebacks will be incurred by DCSS.
- V. All kiosks must provide single bill and multiple (bulk note) bill feeder for quick processing of cash.
- W. Initiate an ACH credit to the SDU designated account within a maximum of 48 hours of the transaction—cash and approved checks, credit and debit payments made at kiosks as well as the mobile application/web application.
- X. As required by Bank Secrecy Act (BSA) and the USA Patriot Act, Contractor is responsible for e-filing the Form-8300 for transactions of \$10,000 and above, whether it was made in one single transaction or multiple transactions in the same day. [IRS Website E-file Form 8300](#)
- Y. Ensure monies in transit are handled by an FDIC insured bank.
- Z. Pick up cash timely and regularly so that transactions are never prevented due to the kiosk reaching the maximum cash amount that can be accepted.
- AA. Provide the ability of DCSS to view payments in real-time via Contractor's website portal. Payment history must be searchable and downloadable using any identifiable captured parameters, i.e. payer identifier number, name, payment location and time.
- BB. Provide daily reports electronically to DCSS that include payer identifier number, name, phone number, payment location and time, transaction amount, and transaction type.
- CC. Kiosk monitors must have ad monitor capability. All advertisement and communication must be approved by DCSS.
- DD. Ensure kiosks as well as a mobile and online payment application include at a minimum, English and Spanish language capabilities.
- EE. Ensure that kiosks are enabled to scan a QR Code with the payer's name and participant identifier number and state-issued identification, as well as allow customers to manually enter identifying information.
- FF. Contractor shall submit to DCSS, prior to start of work, evidence of current Certificate of Insurance (COI) of General Liability.

- GG. Provide kiosks that are enabled to scan checks.
- HH. Provide payers an accurate and legible receipt at the time of payment at a kiosk via print or electronically at the time of payment made via the mobile and online application
- II. Provide monthly invoices detailing amount owed with a detailed breakdown of merchant and transaction fees.
- JJ. Provide DCSS a weekly, monthly, and quarterly PDF performance report showing the number of transactions and associated payment amounts, by payment type (e.g. cash, credit card), by kiosk and by county by the third business day following the reporting period. Separate weekly, monthly, and quarterly reports will include mobile and online payment application transactions and payment amounts.
- KK. Clearly display Contractor's customer service number and provide at a minimum, English and Spanish customer support for payers during core hours of operation (8am-5pm) for kiosks. Mobile and online application customer service issues should have 24 hours a day 365 days a year customer service number option.
- LL. Provide a separate, direct technical support service number to DCSS and LCSAs available during core hours of operations (8am-5pm) to report any service issues. This number should not be available for public use.
- MM. Contractor is responsible for responding to and resolving all claims, inquiries or complaints arising out of the acceptance and remittance of payments within two business days to DCSS and payers.
- NN. Contractor must provide a disaster recovery plan to DCSS. that can be immediately implemented in the event of a natural or man-made disaster with the focus on ensuring that no data will be lost or compromised, and that processing will resume with minimal disruption. The disaster recovery plan should contain in detail the steps that Contractor must take to minimize the disruption of services in the event of a disaster. Contractor must test the plan annually, and report upon completion, to ensure the on-going functionality of the system. Contractor must notify DCSS of any changes to the disaster recovery plan at least 10 days prior to changes being made.
- OO. Contractor shall submit a copy of active Money Transmittal Letter (MTL) or proof of exemption to DCSS prior to commencing of work. and

maintain in good standing for the life of the Contract. Contractor must report any lapses in active status within 24 hours of lapse to DCSS.

**7. DCSS Responsibilities**

- A. Provide a DCSS project manager who will oversee all Contractor activities in coordination with the LCSAs.
- B. Provide appropriate participant identifier numbers to customers.
- C. Resolve claims, inquiries, or complaints arising out of the application of payments to accounts.
- D. Monitor Contractor responsibilities in coordination with the LCSAs.

**8. LCSA Responsibilities**

- A. Provide Contractor with information regarding the kiosk location(s) within the county.
- B. Provide necessary electrical power connections.

**APPENDIX 1 - CURRENT KIOSK LOCATIONS**

<b>Site</b>	<b>Street</b>	<b>City</b>	<b>ZIP Code</b>
Alameda County CA_DCSS-Main Office	5669 Gibraltar Drive	Pleasanton	94588
Butte County CA_DCSS-Main Office	78 Table Mountain Boulevard	Oroville	95965
Central Sierra CA_DCSS-Amador Cnty Main	639 New York Ranch Road	Jackson	95642
Central Sierra CA_DCSS-Calaveras County	509 E St Charles Street	San Andreas	95249
Central Sierra CA_DCSS-Sutter Creek Brch	10877 Conductor Boulevard	Sutter Creek	95685
Central Sierra CA_DCSS-Tuolumne County	975 Morning Star Drive	Sonora	95370
Contra Costa County CA_DCSS-Main office	50 Douglas Drive	Martinez	94553
Del Norte County CA_DCSS-Main Office	983-A Third Street	Crescent City	95531
El Dorado Cnty CA_DCSS-Shingle Springs	3883 Ponderosa Road	Shingle Springs	95682
El Dorado Cnty CA_DCSS-South Lake Tahoe	3368 Lake Tahoe Boulevard	South Lake Tahoe	96150
Fresno County CA_DCSS-Main Office	2220 Tulare Street	Fresno	93721
Fresno County CA_DCSS-Sisk Courthouse	1130 O Street	Fresno	93721
Glenn County CA_DCSS-Main Office	120 S Marshall Avenue	Willows	95988
Imperial County CA_DCSS-Main Office	2795 S 4th Street	El Centro	92243
Inyo County CA_DCSS-Main Office	162 E Line Street	Bishop	93514
Kern County CA_DCSS-Bakersfield (new)	3701 North Sillect Avenue	Bakersfield	93308
Kern County CA_DCSS-Ridgecrest Office	400 N. China Lake Boulevard	Ridgecrest	93555
Kings County CA_DCSS-Main Office	312 W. 7th Street	Hanford	93230
Lake County CA_DCSS-Main Office	3980 Gard Street	Kelseyville	95451
Lassen County CA_DCSS-Main Office	2950 Riverside Drive	Susanville	96130

<b>Site</b>	<b>Street</b>	<b>City</b>	<b>ZIP Code</b>
Los Angeles Cnty CA_DCSS-Antelope Valley	42281 10th Street West	Lancaster	93534
Los Angeles Cnty CA_DCSS-CCW Courthouse	600 S. Commonwealth Avenue	Los Angeles	90005
Los Angeles Cnty CA_DCSS-Commerce Div.	5500 S. Eastern Avenue	Commerce	90040
Los Angeles Cnty CA_DCSS-Commerce Div.	5500 S. Eastern Avenue	Commerce	90040
Los Angeles Cnty CA_DCSS-Pomona Div.	3179 W. Temple Avenue	Pomona	91768
Los Angeles Cnty CA_DCSS-South LA Div.	8300 South Vermont Avenue	Los Angeles	90044
Los Angeles Cnty CA_DCSS-South LA Div.	8300 South Vermont Avenue	Los Angeles	90044
Los Angeles Cnty CA_DCSS-Torrance Div.	20221 S Hamilton Avenue	Torrance	90502
Los Angeles Cnty CA_DCSS-Van Nuys Div.	7555 Van Nuys Boulevard	Van Nuys	91405
Madera County CA_DCSS-Main Office	120 N Lake Street	Madera	93638
Marin County CA_DCSS-Novato Office	88 Rowland Way Suite 200	Novato	94945
Mariposa County CA_DCSS-Main Office	5362 Lemee Lane	Mariposa	95338
Mendocino Cnty CA_DCSS-Main Office	107 S State Street	Ukiah	95482
Merced Cnty CA_DCSS-Main Office	3368 N Highway 59	Merced	95348
Mono County CA_DCSS-Main Office	126 Old Mammoth Road	Mammoth Lakes	93546
Monterey County CA_DCSS-Main Office	752 La Guardia Street	Salinas	93905
Napa County CA_DCSS-Main Office	929 Parkway Mall	Napa	94559
North Coast Regional CA_DCSS-Eureka	2420 6th Street	Eureka	95501
North Coast Regional CA_DCSS-Weaverville	850 B Main Street	Weaverville	96093
Orange County CA_DCSS-Service Center	1055 N Main Street	Santa Ana	92701
Placer Cnty CA_DCSS-Carnelian Bay Office	5225 North Lake Boulevard	Carnelian Bay	96140
Placer Cnty CA_DCSS-Placer Main Office	1000 Sunset Boulevard	Rocklin	95765

<b>Site</b>	<b>Street</b>	<b>City</b>	<b>ZIP Code</b>
Plumas County CA_DCSS-Main Office	522 Lawrence Street	Quincy	95971
Riverside Cnty CA_DCSS-Blythe Office	260 N Broadway	Blythe	92225
Riverside Cnty CA_DCSS-Family Law Office	3760 12th Street	Riverside	92501
Riverside Cnty CA_DCSS-Indio Office	47-950 Arabia Street	Indio	92201
Riverside Cnty CA_DCSS-Riverside Lobby	2081 Iowa Avenue	Riverside	92507
Riverside Cnty CA_DCSS-Riverside Lobby	2081 Iowa Avenue	Riverside	92507
Sacramento County CA_DCSS-Service Center	3701 Power Inn Road	Sacramento	95826
Sacramento County CA_DCSS-Service Center	3701 Power Inn Road	Sacramento	95826
San Bernardino Cnty CA_DCSS-District HQ	655 West 2nd Street	San Bernardino	92415
San Bernardino Cnty CA_DCSS-Loma Linda	10417 Mountain View Avenue	Loma Linda	92354
San Bernardino Cnty CA_DCSS-Ontario	191 N Vineyard Avenue	Ontario	91764
San Bernardino Cnty CA_DCSS-Victorville	15400 Civic Drive	Victorville	92392
San Diego Cnty CA_DCSS-Central Office	3666 Kearny Villa Road	San Diego	92123
San Diego Cnty CA_DCSS-Central Courthouse	1100 Union Street	San Diego	92101
San Diego Cnty CA_DCSS-Hall of Justice	330 West Broadway	San Diego	92101
San Diego Cnty CA_DCSS-NCRC Courthouse	325 S Melrose Drive	Vista	92081
San Diego Cnty CA_DCSS-North Inland LWC	649 W Mission Avenue	Escondido	92025
San Diego Cnty CA_DCSS-South Region LWC	401 Mile of Cars Way	National City	91950
San Francisco Cnty CA_DCSS-Main Office	617 Mission Street	San Francisco	94105
San Joaquin County CA_DCSS-Main Office	826 N California Street	Stockton	95202
San Luis Obispo Cnty CA_DCSS-Main Office	1200 Monterey Street	San Luis Obispo	93401
San Mateo County CA_DCSS-Main Office	555 County Center	Redwood City	94063

<b>Site</b>	<b>Street</b>	<b>City</b>	<b>ZIP Code</b>
Santa Barbara Cnty CA_DCSS-Santa Barbara	260 North San Antonio Road	Santa Barbara	93110
Santa Barbara Cnty CA_DCSS-Santa Maria	201 S Miller Street	Santa Maria	93454
Santa Clara County CA_DCSS-Main Office	880 Ridder Park Drive	San Jose	95131
Santa Cruz Cnty CA_DCSS-Main Office	420 May Avenue	Santa Cruz	95060
Shasta County CA_DCSS-Main Office	2600 Park Marina Drive	Redding	96001
Sierra Nevada Cnty CA_DCSS-Grass Valley	988 McCourtney Road	Grass Valley	95949
Sierra Nevada Cnty CA_DCSS-Nevada City	950 Maidu Avenue	Nevada City	95959
Siskiyou Modoc Regional CA_DCSS-Alturas	1030 N Main Street	Alturas	96101
Siskiyou Modoc Regional CA_DCSS-Yreka	1215 S Main Street	Yreka	96097
Solano County CA_DCSS-Main Office	435 Executive Court North	Fairfield	94534
Sonoma County CA_DCSS-Main Office	3725 Westwind Boulevard	Santa Rosa	95403
Stanislaus County CA_DCSS-Main Office	251 E Hackett Road	Modesto	95358
Sutter County CA_DCSS-Main Office	543 Garden Highway	Yuba City	95991
Tehama County CA_DCSS-Main Office	1005 Vista Way Suite A	Red Bluff	96080
Tulare County CA_DCSS-Porterville Office	259 N Main Street	Porterville	93257
Tulare County CA_DCSS-Visalia Office	8040 W Doe Avenue	Visalia	93291
Ventura County CA_DCSS-Main Office	5171 Verdugo Way	Camarillo	93012
Yuba County CA_DCSS-Main Office	5730 Packard Avenue	Marysville	95901
Solano County	2500 Claybank Road	Fairfield	94533



**APPENDIX 2 - CORRECTIONAL FACILITIES**

<b>Site</b>	<b>Street</b>	<b>City</b>	<b>ZIP Code</b>
Humboldt County CA-Main Jail	826 Fourth Street	Eureka	95501
Sacramento County CA - Jail	651 I Street	Sacramento	95814
Sacramento County CA - Jail	651 I Street	Sacramento	95814
Sacramento County CA - Rio Consumes	12500 Bruceville Road	Elk Grove	95757
San Diego Cnty CA - G F Bailey Detention	446 Alta Road Suite 5300	San Diego	92158
San Diego Cnty CA - G F Bailey Detention	446 Alta Road Suite 5300	San Diego	92158
Solano Cnty CA - Adult Probation	475 Union Avenue	Fairfield	94533
Solano Cnty CA - Justice Center Detention	530 Union Avenue	Fairfield	94533
Solano Cnty CA - Stanton Correctional	2450 Clay Bank Road	Fairfield	94533
Sonoma County CA-Main Adult Detention	2777 Ventura Avenue	Santa Rosa	95403
Sonoma County CA-Main Adult Detention	2777 Ventura Avenue	Santa Rosa	95403
Yuba County CA-Jail	215 5th Street	Marysville	95901
Butte County CA-County Jail	33 County Center Drive	Oroville	95965
Fresno County CA-Main Jail	1225 M Street	Fresno	93721
Fresno County CA-Main Jail	1225 M Street	Fresno	93721
Fresno County CA-North Annex Jail	1265 M Street	Fresno	93721
Fresno County CA-South Annex Jail	2280 Fresno Street	Fresno	93721
Fresno County CA-South Annex Jail	2280 Fresno Street	Fresno	93721
Madera County CA-Dept of Corrections	14191 Road 28	Madera	93638
San Benito County CA-Jail	710 Flynn Road	Hollister	95023

<b>Site</b>	<b>Street</b>	<b>City</b>	<b>ZIP Code</b>
San Benito County CA-Probation Dept.	400 Monterey Street	Hollister	95023
San Bernardino Cnty CA-Central Detention	630 East Rialto Avenue	San Bernardino	92415
San Bernardino Cnty CA-Central Detention	630 East Rialto Avenue	San Bernardino	92415
San Bernardino Cnty CA-Glen Helen Rehab	18000 Institution Road	San Bernardino	92407
San Bernardino Cnty CA-Glen Helen Rehab	18000 Institution Road	San Bernardino	92407
San Bernardino Cnty CA-High Desert	9438 Commerce Way	Adelanto	92301
San Bernardino Cnty CA-High Desert	9438 Commerce Way	Adelanto	92301
San Bernardino Cnty CA-West Valley	9500 Etiwanda Avenue	Rancho Cucamonga	91739
San Bernardino Cnty CA-West Valley	9500 Etiwanda Avenue	Rancho Cucamonga	91739
Santa Ana CA-City Jail	62 Civic Center Plaza	Santa Ana	92701
Santa Barbara County CA-Main Jail	4436 Calle Real	Santa Barbara	93110
Santa Barbara County CA-Santa Maria Jail	812-A West Foster Road	Santa Maria	93455
Santa Clara County CA-Elmwood CC	701 South Abel Street	Milpitas	95035
Santa Clara County CA-Main Jail Complex	150 West Hedding Street	San Jose	95110
Stanislaus Cnty CA-AWP Office Lobby	801 11th Street Suite 3100	Modesto	95354
Stanislaus Cnty CA-Public Safety Cntr I	200 East Hackett Road	Modesto	95358
Stanislaus Cnty CA-Public Safety Cntr II	200 East Hackett Road	Modesto	95358
Stanislaus Cnty CA-REACT Center	194 East Hackett Road	Modesto	95358
Tulare Cnty CA-Bob Wiley Correctional	36712 Road 112	Visalia	93291
Tulare Cnty CA-Main Jail	2404 W Burrel Avenue	Visalia	93291
Tulare Cnty CA-Porterville Substation	379 N 3rd Street	Porterville	93257
Tulare Cnty CA-Pre-Trial Facility	36650 Road 112	Visalia	93291

<b>Site</b>	<b>Street</b>	<b>City</b>	<b>ZIP Code</b>
Monterey County CA-County Jail	1410 Natividad Road	Salinas	93906
Nevada Cnty CA-Wayne Brown Correctional	950 Maidu Avenue	Nevada City	95959
Pittsburg CA-City Hall	650 Railroad Avenue	Pittsburg	94565

## **EXHIBIT D - SPECIAL TERMS AND CONDITIONS**

### **1. Termination Without Cause**

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

### **2. Audit of Federally Funded Agreements**

- A. Contractor agrees to comply with federal procedures in accordance with Title 45, Code of Federal Regulations (CFR) Part 75 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- B. Both parties shall accept responsibility for receiving, replying to, and/or complying with any audit exceptions by appropriate federal audit agencies that are directly related to the services to be performed under this Agreement.

### **3. Agreement Extensions**

DCSS reserves the right to amend this Agreement for up to one additional year and to increase funding accordingly. Should DCSS choose to exercise optional extensions, the proposed rates or fees must remain the same or match the costs submitted on the original solicitation.

Agreement extensions are subject to satisfactory performance and funding availability. Agreement extensions will not take effect until Contractor has received a copy of the final contract document that has been approved by DGS.

### **4. Contract Language for General Services**

Contractor agrees to comply with and assume responsibility for compliance by their employees of the terms and conditions of the Contract Language for Technical Services contained in Internal Revenue Services (IRS) Publication 1075, Tax Information Security Guidelines for Federal, State and Local Agencies and Entities. The Contract Language for Technical Services, Exhibit 7, is found within the IRS Publication 1075 at the following website:

<http://www.irs.gov/pub/irs-pdf/p1075.pdf>

## **5. Confidentiality of Data**

All financial, personal, technical, and other data or information designated as confidential by the State and made available to Contractor shall be protected by Contractor from unauthorized use and disclosure. Contractor shall ensure that all staff comply with California Family Code section 17212 and Title 22 of the California Code of Regulations, sections 111430 and 111440.

## **6. Dispute Provisions**

- A. If Contractor disputes a decision of the State's designated representative regarding the performance of this Agreement or on other issues for which the representative is authorized by this Agreement to make a binding decision, Contractor shall provide written dispute notice to the State's representative within 15 calendar days after the date of the action. The written dispute notice shall contain the following information:
- 1) The decision under dispute.
  - 2) The reason(s) Contractor believes the decision of the State representative to have been in error (if applicable, reference pertinent Agreement provisions).
  - 3) Identification of all documents and substance of all oral communication which support Contractor's position.
  - 4) Dollar amount in dispute, if applicable.
- B. Upon receipt of the written dispute notice, the Contract Manager or designee will examine the matter and issue a written decision to Contractor within 15 calendar days. The decision of the Contract Manager or designee shall contain the following information:
- 1) Description of the dispute.
  - 2) Reference to pertinent Agreement provisions, if applicable.
  - 3) Statement of the factual areas of agreement or disagreement.
  - 4) Statement of the Contract Manager or designee decision with supporting rationale.
- C. The decision of the Contract Manager or designee shall be final unless, within 30 days from the date of receipt of the Contract Manager or designee's decision, Contractor files with DCSS a notice of appeal addressed to:

California Department of Child Support Services  
Administrative Services Division  
Attention: Chief, Procurement & Contract Branch, MS-623  
P.O. Box 419064  
Rancho Cordova, CA 95741-9064

Pending resolution of any dispute, Contractor shall diligently continue all Agreement work and comply with all the Contract Manager or designee's orders and directions.

## **7. Certification Regarding Lobbying**

In accordance with Section 1352, Title 31 of the U.S. Code, for Agreements with Contractors who are State entities not under the authority of the Governor, or cities, private firms or agencies which are receiving in excess of \$100,000 in federal funds from DCSS to perform services, by signing this Agreement Contractor certifies, to the best of their knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, 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.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, Contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.  
[SFLLL Disclosure of Lobbying Activities GSA website](#)
- C. Contractor shall require that certification language be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

Signing this Agreement, and thereby certifying that these requirements will be met, 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 failure.

## **8. Debarment and Suspension**

For federally funded agreements in the amount of \$25,000 or more, Contractor certifies by signing this Agreement that neither it nor its principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. Where the prospective recipient of federal funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal. (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). [SBA form 1623 Certification Regarding Debarment, Suspension, and Other Responsibility Matters SBA website](#)

## **9. Order of Precedence**

In the event of any inconsistency between the terms, specifications, provisions, or attachments which constitute this Agreement, the following order of precedence shall apply:

- A. Exhibit C, General Terms and Conditions
- B. STD 213, Standard Agreement and Exhibits
- C. Any other attachments incorporated in the Agreement by reference.

## **10. Background Investigations**

To safeguard Federal Tax Information (FTI) and abide by the requirements provided in the Internal Revenue Service (IRS) Publication 1075, Contractor and its employees, agents, or subcontractors must undergo and pass a background investigation administered by DCSS if FTI access is required in the scope of work. This Agreement cannot be executed until Contractor and its employees, agents, or subcontractors undergo and pass a background investigation administered by DCSS. DCSS reserves the right to rescind or refuse an Agreement if it is determined that Contractor and its employees, agents, or subcontractors provided false information or does not complete or pass the background investigation.

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

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. DCSS shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the state.

## **12. Generative Artificial Intelligence (GenAI)**

During the term of this Agreement, Contractor must notify DCSS in writing if their services or any work under this Agreement includes, or makes available, any previously unreported GenAI technology, including GenAI from third parties or subcontractors. Contractor shall immediately complete the GenAI Reporting and Factsheet (STD 1000) to notify DCSS of any new or previously unreported GenAI technology.

At the direction of DCSS, Contractor shall discontinue the use of any new or previously undisclosed GenAI technology that materially impacts functionality, risk, or contract performance, until use of such GenAI technology has been approved by DCSS.

Failure to disclose GenAI use to DCSS and submit the GenAI Reporting and Factsheet (STD 1000) may be considered a breach of the Agreement by DCSS at its sole discretion and DCSS may consider such failure to disclose GenAI and/or failure to submit the GenAI Reporting and Factsheet (STD 1000) as grounds for the immediate termination of the Agreement. DCSS is entitled to seek any and all relief to which it may be entitled to as a result of such non-disclosure.

DCSS reserves the right to amend the Agreement, without additional cost, to incorporate GenAI Special Provisions into the Agreement at its sole discretion and/or terminate any Agreement that presents an unacceptable level of risk to DCSS.



## EXHIBIT E - DATA SECURITY REQUIREMENTS

This Data Security Requirements Exhibit (hereinafter referred to as “this Exhibit”) sets forth the information privacy and security requirements Contractor is obligated to follow with respect to all DCSS data disclosed to Contractor, or collected, created, maintained, stored, transmitted, or used by Contractor for or on behalf of DCSS pursuant to Contractor’s Agreement with DCSS. DCSS and Contractor desire to protect the privacy and provide for the security of DCSS data pursuant to this Exhibit and in compliance with state and federal laws applicable to the DCSS data.

### 1. General Security Controls

- A. **Confidentiality Statement.** Contractor must sign a confidentiality statement prior to accessing DCSS data. The confidentiality statement must include at a minimum, General Use, Security and Privacy safeguards, Unacceptable Use, and Enforcement Policies.
- B. **Security Awareness Training.** Contractor must complete security awareness training prior to accessing DCSS data and annually thereafter. Contractor must retain individual training records for four years.
- C. **Workstation/Laptop Encryption.** All workstations, laptops, and devices (including smart phones) that process and/or store DCSS data must be encrypted, at a minimum, using Advanced Encryption Standard (AES), with a 128bit key or higher or successor standards. The encryption solution must be full disk encryption.
- D. **Server Security.** All servers containing DCSS data must be encrypted, at a minimum, using Advanced Encryption Standard (AES), with a 128bit key or higher or successor standards; and have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
- E. **Minimum Necessary.** Only the minimum necessary amount of DCSS data required to perform necessary business functions may be copied, downloaded, or exported.
- F. **Removable Media Devices.** All electronic files that contain DCSS data must be encrypted when stored on any removable media or portable device (i.e., USB thumb drives, floppies, CD/DVD, smart devices tapes etc.). DCSS data must be encrypted, at a minimum, using Advanced Encryption Standard (AES), with a 128bit key or higher or successor standards.

- G. **Antivirus Software.** All workstations, laptops, and other systems that process and/or store DCSS data must install and actively use a comprehensive anti-virus software solution with automatic updates scheduled at least daily.
- H. **Patch Management.** All workstations, laptops, and other systems that process and/or store DCSS data must have operating system and application security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a minimum, emergency (vulnerability and active exploit) patches must be applied immediately, while critical patches must be applied within 30 days, moderate patches applied within 90 days and low patches within 120 days.
- I. **User IDs and Password Controls.** All users must be issued a unique username. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password. Passwords are not to be shared. Passwords must not be stored in readable format on the computer. Password must be changed every 90 days for both privileged and non-privileged accounts. Password must be changed if revealed or compromised.
1. Enforce a minimum password complexity of:
    - Fifteen characters
    - At least one numeric and at least one special character
    - A mixture of at least one uppercase and at least one lowercase letter
  2. Enforce password minimum lifetime restriction of one day.
  3. Prohibit password reuse for 10 generations.
  4. Allow the use of a temporary password for system logon requiring an immediate change to a permanent password.
  5. Enforce password-protect system initialization (boot settings).
- J. **Data Sanitization.** All DCSS data must be sanitized using NIST Special Publication 800-88 or successor standard methods for data sanitization or successor standards when the DCSS data is no longer needed.
- K. **Unique Identification.** Contractor's network security architecture must be able to uniquely identify all access to DCSS data obtained and used in the performance of this Agreement.

L. **Secure Areas.** Computer monitors, printers, hard copy printouts, or any other forms of information accessed or obtained under the performance of this Agreement must be placed so that they may not be viewed by the public or other unauthorized persons.

M. **Investigation of Breaches and Security Incidents.** Contractor shall immediately investigate any breach or security incident involving DCSS data. As soon as the information is known and subject to the legitimate needs of law enforcement, Contractor shall inform the DCSS Contract Manager and the DCSS Chief Information Security Officer. DCSS shall have the right to participate in the investigation or conduct its own independent investigation and Contractor shall cooperate fully in any such investigation. Contractor shall be responsible for all costs incurred by DCSS due to any security incident arising from Contractor's failure to perform, or negligent acts of Contractor or Contractor's personnel, when such failure to perform or negligent acts result in unauthorized disclosure, release, access, review, or destruction of DCSS data or loss, theft, and/or misuse of DCSS data.

For purposes of this provision, Contractor's personnel include, but are not limited to, Contractor's officers, agents, employees, business partners, and subcontractors. If DCSS determines that notice to the individuals whose data has been disclosed, released, accessed, reviewed, destroyed, lost, stolen, and/or misused is appropriate, Contractor will bear any and all costs associated with the notice or any mitigation selected by DCSS. Costs recoverable by DCSS against Contractor include but are not limited to staff time, material costs, postage, media announcements, and other identifiable costs associated with the breach or loss of data.

<b>DCSS Contract Manager/Administrator</b>	<b>DCSS Chief Information Security Officer</b>
Refer to the Scope of Work	Information Security Office California Department of Child Support Services P.O Box 419064, MS 410 Rancho Cordova, CA 95741-9064 Email: <a href="mailto:info.security@dcss.ca.gov">info.security@dcss.ca.gov</a> Telephone: (916) 464-5045

N. **Public Records Act Cooperation.** Contractor acknowledges that all information exchanged between Contractor and DCSS pursuant to this Agreement is potentially subject to the California Public Records Act

(CPRA) (Gov. Code, § 7920.000, et seq.) Such information in any format including, but not limited to electronic, paper, email, text message, and data. Contractor shall immediately notify and work cooperatively with DCSS to respond timely and correctly to any request made pursuant to the CPRA.

## 2. System Security Controls

- A. **System Timeout.** The system must provide an automatic timeout, requiring reauthentication of the user session after no more than 30 minutes of inactivity.
- B. **Warning Banners.** All systems containing DCSS data must display a warning banner each time a user attempts access, stating that data is confidential, systems are logged, and system use is for business purposes only. Users must be directed to log off the system if they do not agree with these requirements.
- C. **System Logging.** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for DCSS data, or which alters DCSS data. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. This logging must be included for all user privilege levels including, but not limited to, systems administrators. If DCSS data is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least three years after occurrence.
- D. **Access Controls.** The system must use role-based access controls for all user authentications, enforcing the principle of least privilege.
- E. **Transmission Encryption.** All data transmissions of DCSS data outside Contractor's secure internal network must be encrypted using Advanced Encryption Standard (AES) or successor standards, with a 128bit key or higher. Encryption can be end-to-end at the network level, or the data files containing DCSS data can be encrypted. This requirement pertains to any type of DCSS data in motion such as website access, file transfer, and email.
- F. **Intrusion Detection.** All systems involved in accessing, holding, transporting, and protecting DCSS data that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

### 3. Audit Controls

- A. **System Security Review.** All systems processing and/or storing DCSS data must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews shall include vulnerability scanning tools.
- B. **Log Reviews.** All systems processing and/or storing DCSS data must have a procedure in place to perform with sufficient regularity a review of system logs for unauthorized access.
- C. **Change Control.** All systems processing and/or storing DCSS data must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity, and availability of data.

### 4. Business Continuity/Disaster Recovery Controls

- A. **Disaster Recovery.** Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic DCSS data in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than 24 hours.
- B. **Data Backup Plan.** Contractor must have established documented procedures to securely backup DCSS data to maintain retrievable exact copies of DCSS data. The backups shall be encrypted. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and the amount of time to restore DCSS data should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of DCSS data.

### 5. Paper Document Controls

- A. **Supervision of Data.** DCSS data in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk, or office. Unattended means that information is not being observed by an employee authorized to access the information. DCSS data in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

- B. **Escorting Visitors.** Visitors to areas where DCSS data is contained shall be escorted and DCSS data shall be kept out of sight while visitors are in the area.
- C. **Confidential Destruction.** DCSS data must be disposed of through confidential means, using NIST Special Publication 800-88 standard methods for data sanitization or successor standards when the DCSS data is no longer needed.
- D. **Removal of Data.** DCSS data must not be removed from the premises of Contractor except with express written permission of DCSS.
- E. **Faxing.** Faxes containing DCSS data shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending.
- F. **Mailing.** DCSS data shall only be mailed using secure methods. Large volume mailings of DCSS data shall be by a secure, bonded courier with signature required on receipt. Disks and other transportable media sent through the mail must be encrypted using Advanced Encryption Standard (AES) or successor standards, with a 128bit key or higher.

**CALIFORNIA DEPARTMENT OF CHILD SUPPORT SERVICES  
CONFIDENTIALITY AND SECURITY COMPLIANCE STATEMENT**

Information resources maintained by the California Department of Child Support Services and provided to Contractor may contain personal, confidential and/or sensitive information (PCSI) that is not open to the public and requires special precautions to protect it from wrongful access, use, disclosure, modification, and destruction.

We hereby acknowledge that the PCSI of DCSS is subject to strict confidentiality and security requirements imposed by state and federal law, which may include, but is not limited to the Information Practices Act – California Civil Code §1798 et seq., Public Records Act – California Government Code §7920.000 et seq., California Penal Code §502, 11140-11144, Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) – 45 CFR Parts 160 and 164, the California Welfare and Institutions Code §10850, Safeguarding Information for the Financial Assistance Programs – 45 CFR Part 205.50, Safeguarding and Disclosure of Confidential Information – 45 CFR Part 303.21, Title 26 United States Code sections 7213(a), 7213A, and 7431, California Family Code §17212, California Unemployment Insurance Code §1094, §2111 and §2122, and California Revenue and Taxation Code §7056 and §19542. Contractor agrees to comply with the laws applicable to the DCSS PCSI received.

This Confidentiality and Security Compliance Statement must be signed and returned with the Agreement and must be signed and renewed on an annual basis.

Contractor Project Representative

Name (Printed): \_\_\_\_\_

Title: \_\_\_\_\_

Business Name: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone: \_\_\_\_\_

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

Date Signed: \_\_\_\_\_

Contractor Information Security Officer (or authorized official responsible for  
business' information security program)

Name (Printed): \_\_\_\_\_

Title: \_\_\_\_\_

Business Name: \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone: \_\_\_\_\_

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

Date Signed: \_\_\_\_\_



## **EXHIBIT F - INSURANCE REQUIREMENTS**

### **1. Certificate of Insurance**

Contractor shall furnish to the State a certificate of insurance indicating that the following insurance is presently in effect:

- A. Worker's Compensation and Employer's Liability insurance in compliance with California Labor Code; with a minimum of the following:
  - 1) \$1,000,000 bodily injury by accident, each accident
  - 2) \$1,000,000 bodily injury by disease, policy limit
  - 3) \$1,000,000 bodily injury by disease, each employee
- B. Commercial General Liability with limits of at least \$1,000,000 per occurrence, \$2,000,000 aggregate.
- C. Commercial Automobile Liability with limits of at least \$1,000,000 per claim for bodily injury and property damage combined. Contractor certifies that Contractor and any employees, subcontractors, or servants possess valid automobile coverage in accordance with California Vehicle Code sections 16450 to 16457, inclusive.

### **2. Additional Insured Policy Endorsement Attachments**

The certificates of insurance shall include an additional insured or policy endorsement attachments evidencing all required coverage.

- A. The certificates of insurance and accompanying additional insured or policy endorsement attachments shall contain the following language and named additional insured:
  - 1) The State of California, its officers, agents, and employees are included as additional insured, but only with respect to work performed for the State of California under the Agreement.
  - 2) The Wonderful Company LLC, 11444 West Olympic Boulevard, Los Angeles, CA 90064 (DCSS lessor).
- B. The certificate of insurance shall identify the following addresses occupied by DCSS:
  - 1) 11150 International Drive, Rancho Cordova, California 95670.

### **3. Term of Insurance**

Contractor agrees that the liability insurance provided shall be in effect during the entire term of this Agreement. In the event said insurance coverage expires at any time during the term of this Agreement, Contractor agrees to provide, at least 30 days prior to said expiration date, a new certificate of insurance demonstrating insurance coverage required in this Exhibit for not less than one year.

New certificates of insurance are subject to the approval of the Department of General Services (DGS), and Contractor agrees that no work shall be performed prior to approval. In the event Contractor fails to keep insurance coverage in effect during the term of the Agreement as required in this Exhibit, the State may, in addition to any other remedies, terminate this Agreement.

### **4. Insurance Carrier Rating**

All insurance carriers must meet the acceptable Best's Rating of A-VIII or higher.

### **5. Insurance Carrier Correspondence**

Contractor will instruct the insurance carrier to send all insurance related correspondence including, but not limited to new or renewal Certificates of Insurance and Notice of Insurance Change or Cancellation document electronically to [ASDContracts@dcss.ca.gov](mailto:ASDContracts@dcss.ca.gov).