

August 26, 2024

## INVITATION FOR BID (IFB) IFB # RW2421012

Notice to Prospective Contractors

The California Prison Industry Authority (CALPIA) invites you to review and respond to this Invitation for Bid (IFB), entitled RW2421012 for SEATING UPHOLSTERY FABRIC. In submitting your bid, you must comply with the instructions found herein.

Mail or deliver your bid package for the IFB to the address below. Faxed or electronically forwarded bids will not be accepted. Bids not submitted under sealed cover will be rejected. The sealed cover must be plainly marked with the IFB number and title, must show your firm name and address, and must be marked with "DO NOT OPEN", as shown in the following example:

IFB Number: RW2421012 IFB Name: SEATING UPHOLSTERY FABRIC Attention: ANN HARBAUGH Bid Submittal: Do Not Open

In the opinion of CALPIA, this IFB is complete and without need of explanation. However, should you have questions, or need clarifying information, please contact the Contract Analyst indicated below.

Due Date/Time: September 10, 2024 by 3:00 pm				
CALPIA Contact	Return Bid To:			
Ann Harbaugh	California Prison Industry Authority			
Phone: (916) 292-0409	Attention: Ann Harbaugh			
Email: ann.harbaugh@calpia.ca.gov	560 East Natoma Street			
	Folsom, CA 95630			

This IFB covers the estimated three (3) year requirement of SEATING UPHOLSTERY for the California Prison Industry Authority (CALPIA) FURNITURE ENTERPRISE located at Avenal State Prison in Avenal, CA; and the Correctional Training Facility in Soledad, CA.

**Term:** Any contract resulting from this solicitation will expire after three (3) years regardless of the amount purchased, unless extended or terminated. The contract resulting from this solicitation may be extended by mutual agreement of CALPIA and the contractor.

**Method of Award:** CALPIA may award multiple contracts from this Invitation for Bid. The contract award will be made on the basis of **BEST VALUE** as determined by CALPIA alone, under statutory authority considering the following criteria:

- 1. <u>Cost:</u> Fair, reasonable, and competitive price, expressed warranties, life cycle of product, and customer service commitments for goods and or services.
- 2. <u>Performance</u>: Past performance, quality and/or reliability of the product or service as well as efficient billing practices: certification by the International Standard Organization (ISO).
- 3. <u>Experience:</u> Length of time and/or number of instances the bidder has offered or produced the requested type of product and/or service.

CALPIA may consider other factors deemed necessary to ensure that best value is achieved. Any such factors must be reduced to written form and maintained in the contract file for the duration of the resulting contract.

In the interest of achieving best value, CALPIA does not grant Small Business, Disabled Veteran Business Enterprise (DVBE), Target Area Contract Preference Act (TACPA), Local Agency Military Base Recovery Act (LAMBRA), or Enterprise Zone Act (EZA) preferences in evaluating bids. Employment of ex-offenders by the bidder is encouraged by CALPIA as part of our ongoing mission to change lives through opportunities.

Please note that no *verbal* information given will be binding upon the CALPIA unless such information is issued in writing as an official addendum to this IFB.

#### IFB #RW2421012

#### **Product Profile:**

The purpose of this solicitation is to provide a collection of both woven and coated seating upholstery with economy, durability, and environment in mind. The seating upholstery will be used on a variety of seating products such as task chairs, side chairs, and lounge seating. The upholstery must hold up well in high traffic areas and institution settings. It must be durable enough to withstand daily cleanings.

#### **Product Information:**

CALPIA's Furniture Line is compliant with the emission standards set by Leadership in Energy and Environmental Design (LEED) and by BIFMA Level e3-2019. The following list of product information is required for upholstery fabric offered in the bid.

- Product testing certifications from a recognized testing organization
- Recycled/post-consumer content and recyclability
- GREENGUARD and LEED credits
- Warranty information
- Compliance with California Assembly Bill AB 2998, effective January 1, 2020
- Compliance with California Assembly Bill AB 2771, effective January 1, 2025 requires seating upholstery to be free of PFAS's

**Please note**: Bidders are required to submit third party certifications from the testing agency for all items bid in order to be considered a "qualified" bidder. Bidders will be disqualified if official certifications are not submitted with their bid package.

Information provided is for the sole purpose of evaluation by CALPIA and will remain confidential. If deemed necessary by CALPIA, information may be shared with an outside testing laboratory for evaluation only.

#### **Specifications and Requirements:**

All woven and coated upholstery must meet the minimum specifications and requirements as listed. Bidders offering more than one product for a line item shall submit alternate quotes by printing out additional copies of the Contract Price Sheet (Exhibit 1) and completing them for each alternate product.

## A. Specifications

- 1. **Flammability**: Certification must be from recognized third party testing organization
  - a) Certificate of Compliance for California Technical Bulletin TB 117-2013 smolder resistance test
  - b) Letter of Compliance on company letterhead certifying that product offered meets California AB2998 by stating that less than 1,000 parts per million of flame-retardant chemicals have been added
  - c) NFPA (National Fire Protection Association) 260 Class 1
  - c) UFAC (Upholstered Fabric Action Council) Class 1

## 2. Abrasion Resistance

Heavy Duty: ASTM D4157 (American Society for Testing and Material) Wyzenbeek method (minimum double rubs listed below for each line item)

## 3. Colorfastness to Light

AATCC Option 1 or 3 (American Association of Textile Chemists and Colorists)

Woven: Grade 4 minimum at 40 hours

Coated: Grade 4 minimum at 200 hours

## 4. Wet and Dry Crocking

**Woven:** AATCC 8 Dry Crocking Grade 4 minimum; Wet Crocking Grade 3 minimum **Coated:** AATCC 8 Dry Crocking Grade 4 minimum; Wet Crocking Grade 4 minimum

5. Physical Properties

Woven:

- a) **Pilling Resistance** Brush pill ASTM D3511, Class 3 minimum <u>or</u> Martindale tester ASTM D4970, Class 3 minimum
- b) Breaking Strength ASTM D5034 (Grab Test), 50 lbs. minimum in warp and weft
- c) Seam Slippage ASTM D4034, 25 lbs. minimum in warp and weft
- d) Tear Strength:

Coated:

a) **Adhesion of Coating**: (Peel adhesion is the measurement of the force required to separate coating from substrate)

ASTM D751 Sections 45-48, 3 lbf/in minimum

- b) **Tear Strength**: (Tear Strength is the measurement of stress exerted to rip fabric under tension)
  - i. ASTM D2261 (Tongue Tear), Knits & Woven Substrates, 4 x 4 lbs. <u>or</u> ASTM D751 Sections 27-31, 4 x 4 lbs.
  - ii. ASTM D5733 (Trap Tear), Nonwoven Substrates & Nonwoven Composites, 15 x 15 lbs. <u>or</u>

ASTM D751 Sections 32-35, 15 x 15 lbs.

## **B. Fabric Type Requirements**

1. Line Item 1: Woven fabric; solid color, no pattern; 100% recycled polyester; minimum 1,000,000 double rubs abrasion resistance. PFAS Free.

Reference Pattern: Foundation10 (Mayer Fabrics)

2. Line Item 2: Woven fabric; pattern with visual repeat, nonmatching; 100% recycled polyester material; minimum 50,000 double rubs abrasion resistance. PFAS Free.

Reference Pattern: Shantung and Jive (Mayer Fabrics)

3. Line Item 3: Crypton® or "Crypton®-like" fabric with the Crypton Green® finish; nonrailroaded pattern; moisture & mildew resistant; minimum 200,000 rubs abrasion resistance. PFAS Free

Reference Pattern: Cover Cloth (Momentum Textiles)

4. Line Item 4: Coated fabric (vinyl-like); solid color; no pattern; bleach cleanable; minimum 1,000,000 double rubs abrasion resistance. PFAS Free.

Reference Pattern: Durango (Mayer Fabrics)

5. Line Item 5: 100% Silicone fabric; zero PVC and zero solvents; solid color, no pattern; minimum 365,000 double rubs abrasion resistance

Reference Pattern: Silica (Momentum Textiles)

#### **Recycled Content:**

The CALPIA requires that all vendors certify the percent of recycled/postconsumer/reusable content of upholstery fabric. Once a contract is awarded, any changes to the recycled content must be in writing with new content percentage provided. Bidders shall complete the Post-Consumer Content Certification form (CIWMB 74) and return it with the bid package.

#### Prices:

The contractor is bound to honor all prices set forth on the Contract Price Sheet (Exhibit 1) as the maximum it may charge CALPIA, but price reductions during the term of the contract are permitted. The contractor must give CALPIA written notice of the reduced price.

#### **Contract Dollar Value:**

Any contract resulting from this bid will expire three years from its effective date. However, in the event the ordering agency's requirements are curtailed because of reducing requirements, cancellation of State programs, lack of fiscal appropriations, etc., the State shall be excused from purchasing any outstanding balances

Quantity shown is estimated and is the anticipated contract purchase pattern. The State will not be obligated to purchase the contractor's excess inventory if actual purchases vary from the anticipated purchase pattern. The State reserves the right to order more or less provided the total monetary amount of the contract is not exceeded.

## Please Note:

Only bids quoted on the State's own Cost Sheet will be considered. Bids submitted referencing supplier attachments, which include legal terms and conditions that conflict with the State's general bid provisions shall be considered non-responsive and such bids shall be rejected. On the Cost Sheet if there is a discrepancy between the unit price and the extension price, the unit price shall prevail.

## **Responsible Bidder:**

Bidders must complete and return all attachments to this IFB. Bidders may be required to submit evidence of their qualifications. The question of whether a particular bidder is a responsible bidder involves an evaluation of the bidder's experience, facilities, reputation, financial resources, and other factors existing at the time of the award. Please complete the Bidder/Supplier Responsibility Information form and return it with your bid.

## Factory Authorized Distributor:

All bidders must be Factory (Mill) Authorized Distributors and offer factory authorized service for the products they are offering. Bidders who are Distributors shall provide a copy of the agreement with the Manufacturer.

## Performance:

Performance is the responsibility of the contract holder and cannot be assigned to a subcontractor unless CALPIA consents to the assignment of subcontractor in advance and in writing. A contact person shall be available during regular working hours to take orders and

answer questions. See Contract Price Sheet, Supplier Contact section, and provide the required information.

#### **Quality Assurance:**

The CALPIA would prefer that bidders are ISO certified. If not, ISO certified, the supplier shall demonstrate that the manufacturer has a quality assurance program established that assures product continuity and consistency to specification, pattern, and color.

#### **Quality Conformance**

Failure of the product(s) to meet any requirement specified herein may, at the discretion of CALPIA, be cause for refusal to accept further shipments of product until evidence has been provided by the manufacturer that corrective action has been taken to eliminate deficiencies. The CALPIA may return or refuse to accept any delivery with obvious defects or that fails to meet any requirement contained in this Invitation for Bid.

#### Warranty:

The CALPIA requires that fabrics under this contract be of the highest quality and free from defects such as: knots, runs, open weaves, etc. In the event that the fabric has any of the listed blemishes and total linear yards of waste (off-fall weight divided by card weight per linear yard = linear yards of waste) is greater than 1%, all of the blemished fabric will be returned to the supplier for full credit.

CALPIA prefers a warranty of 5 years from date of purchase on all upholstery fabrics, although a 2-year warranty will be considered for general use fabric. High abrasion fabrics (100,000 double rubs or more) will require a 5-year warranty from date of purchase. The vendor shall provide to CALPIA any warranty replacement fabric within 10 calendar days from point of factory contact to delivery. Vendor shall assume freight charges for warranty replacement fabric.

#### **Notices/Contact Information:**

Written notices to CALPIA shall be sent to California Prison Industry Authority, 560 E. Natoma Street, Folsom, CA 95630, Attention: Contracts Unit. Written notices to the contractor shall be sent to the name and address or fax number set forth on the Contract Price Sheet attached. This contact information may be changed if written notice of the change is sent to the other party; no formal contract amendment is needed to change the contact information.

#### Minimum Order:

The minimum order shall be one yard.

#### **Volume Discounts:**

Bidders are requested to provide a discounted price when fabric is ordered by the roll.

#### **Ordering Procedure:**

Orders are to be issued by CALPIA on a Purchase Order and sent directly to the Contractor. Prices will be per the attached Cost Sheet.

## Freight On Board (F.O.B.) Point

For the purpose of this bid, only bids quoting F.O.B. Destination will be accepted. Bids quoting other than F.O.B. Destination will be rejected.

#### IFB #RW2421012

#### Delivery:

Contract fabric items listed on the Contract Price Sheet are to be delivered when and as requested within 20 calendar days after notification by CALPIA. All other catalog fabrics available to CALPIA at the discounted rate are to be delivered within 45 calendar days after notification.

All deliveries to Soledad must be made Monday through Thursday, 6:30 a.m. to 2:30 p.m. All deliveries to Avenal must be made Monday through Friday, 8:00 a.m. to 3:00 p.m. Weekend or holiday deliveries will not be accepted without prior approval in writing by CALPIA. Any failure to deliver in a timely manner may be considered a material breach of this contract by the contractor.

It shall be the contractor's responsibility to obtain proper clearance for delivery drivers prior to any and all deliveries. Contact the institution listed for the driver clearance procedure.

**Delivery Address:** Delivery sites may be added as deemed necessary by CALPIA.

Avenal State Prison	Correctional Training Facility
#1 Kings way	Highway 101N
Avenal, CA 93204	Soledad, CA 93960
Attn: CALPIA Furniture	Attn: CALPIA Furniture
(559) 386-0587 Ext. 6057	(831) 678-3951 Ext. 4700

#### **Invoicing Requirements:**

After each shipment, an invoice must be submitted to the address specified on the purchase order, and it shall reference the contract and order numbers, date of shipment, quantity, unit costs, and extensions. Also included are vendor and CALPIA item numbers. Cost on invoices shall be in accordance with units of measure shown on the order. State sales and/or use tax is to be added to each invoice.

#### Payment:

Payment terms for this contract are net forty-five (45) days. Payment will be made in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927 etc. seq. Unless expressly exempted by statute, the Act requires State agencies to pay properly submitted, undisputed invoices not more than forty-five (45) days after (a) the date of acceptance of goods or performance of services or (b) receipt of an undisputed invoice, whichever is later. Under no circumstances will CALPIA be subject to late payment fees or interest charges.

#### Packaging:

Deliveries are to be palletized and strapped down. Fabric rolls cannot be stacked more than five (5) rows high. All packaging shall conform to the applicable freight classifications, I.C.C. and/or postal regulations, and is to be of a quality to assure final delivery without damage to the contents. All packaging material used in shipment is preferred to be made of recyclable material.

The protection of shipments in transit is the responsibility of the contractor. Material shall be covered from inclement weather. Rail shipments are not acceptable.

#### Packing Slip:

A packing slip must accompany each delivery showing the contract number and Purchase Order number and give an accurate description of the item, weight, quantities, etc.

Each fabric roll or yardage must be labeled with the minimum of the following information:

- 1) Purchase Order number
- 2) Manufacturer's product number and name
- 3) CALPIA item number
- 4) Fabric color
- 5) Manufacturing date
- 6) Quantity
- 7) Lot or run number

## **Contract Provisions:**

CALPIA may purchase fabric patterns from the contractor other than those selected for the resulting contract as needed for custom orders. These custom order fabrics will be available at the percentage discount from wholesale price provided on the Contract Price Sheet. Successful vendors may be requested to submit sample catalogs **after** an award has been made.

## Cost to Cover:

Any failure to perform its obligations under the contract by the contractor shall, in addition to any other remedies available to CALPIA, entitle CALPIA to recover from the contractor the difference between the contractor's price and an alternate supplier's higher price in the event that CALPIA chooses to pay an alternate supplier a higher price for goods or services that the contractor fails to provide in a timely fashion.

## **Purchases Outside of the Contract:**

During the term of any contract resulting from this bid, CALPIA may, at its sole discretion, purchase the same or similar goods from a source other than the contractor. The contractor may offer the same or similar goods at reduced prices. In the event that goods are purchased from the contractor at a reduced price, or that similar goods are purchased at the contract price, or at a price agreed upon, such purchases shall be considered contract purchases and all other terms and conditions of the contract shall remain in full force and effect.

## **Emergency Purchase:**

In the event of an emergency as determined by CALPIA at CALPIA's sole discretion, CALPIA may purchase any required line item from other than the contractor.

## **Contract Modifications:**

This contract may be amended at any time by mutual agreement of contracting parties in writing. Change orders amending, modifying, or terminating the contract, including any modification of the compensation payable, may be issued only by the CALPIA Procurement Officer.

## **Emergency Extension Option:**

In the event of an emergency, upon mutual agreement with the contractor(s), CALPIA may extend the contract for up to one (1) additional year beyond the stated term and any noted extensions. Extensions during this period may occur in various increments until the establishment of a new contract. The total of the Emergency Extension Option terms shall not exceed one (1) additional year. All original Terms and Conditions shall remain the same during the extensions. Emergency Extension Option may be exercised in the event that a replacement contract cannot be established due to the protest of Intent to Award, loss of key CALPIA procurement staff, or other circumstances that would otherwise cause an unanticipated disruption to CALPIA's Furniture Enterprise.

#### IFB #RW2421012

## Samples:

Bidders are required to submit swatches of their fabrics approximately 8" x 8" with the bid packages for each fabric offered. Qualified bidders may be requested to submit samples of up to 15 yards per pattern for production evaluation purposes prior to final award of the bid. When requested, such samples must be delivered to the address specified within 5 calendar days of the notification. If awarded, the contractor will provide the same product submitted under this sample provision for the duration of the contract. See the Bidders Instructions Item 28 for more details on providing samples.

## Sample Card Yardage:

Upon the award of this contract, vendor agrees to provide CALPIA with ten (10) yards of each standard fabric awarded. In addition, vendor will be required to make sample swatches for marketing & sales samples. (4" x 4" size with tag label)

## 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 into any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

## Executive Order N-12-23 – Generative Artificial Intelligence (GenAl)

The State of California seeks to realize the potential benefits of GenAl, through the development and deployment of GenAl tools, while balancing the risks of these new technologies. Bidder / Offeror / Contractor must notify the State in writing if their solution or service includes, or makes available, any GenAl technology, including GenAl from third parties or subcontractors.

The State has developed a GenAI Disclosure & Factsheet (STD 1000) to be completed by the Bidder / Offeror / Contractor. Failure to submit the GenAI Reporting and Factsheet (STD 1000) will result in disqualification of the Bidder / Offeror / Contractor.

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

Upon receipt of a Bidder / Offeror / Contractor GenAl Reporting and Factsheet (STD 1000), the state reserves the right to incorporate GenAl Special Provisions into the final contract or reject bids/offers that present an unacceptable level of risk to the state.

#### CALIFORNIA PRISON INDUSTRY AUTHORITY Invitation for Bid RW2421012 SEATING UPHOLSTERY FABRIC

#### REQUIRED ATTACHMENT CHECK LIST

A complete bid or bid package will consist of the items identified below.

Complete this checklist to confirm that the items listed below have been included with your bid. Place a check mark or "X" next to each item that you are submitting. For your bid to be considered responsive, all required documents must be included, and all required attachments must be returned. This checklist should also be returned with your bid package.

#### **Required Documentation:**

Product	Testina	Certifications	from r	recoanized	testina	organization

- Letter of Compliance on company letterhead regarding California Assembly Bill AB2998 **effective January 1, 2020**
- \_\_\_\_\_ Letter of Compliance on company letterhead regarding California Assembly Bill AB2771 effective January 1, 2025
- \_\_\_\_\_ Greenguard/LEED Certification
- \_\_\_\_\_ ISO Certifications or other Quality Assurance documentation
- \_\_\_\_\_ Manufacturer Agreement with Distributor (if applicable)
  - \_\_\_\_\_ 8" x 8" sample swatches per section "Samples" on page 9 of 10

Attachments	Attachment Name/Description
Exhibit 1	Contract Price Sheet
Exhibit 2	Bidder/Supplier Responsibility Information
Exhibit 3	Bid/Bidder Certification Sheet
Exhibit 4	Darfur Certificate
Exhibit 5	Economic Sanctions Certification
CIWMB 74	Postconsumer-Content Certification
STD 1000	Gen AI Reporting and Factsheet
STD 204	Payee Data Record
STD 205	Payee Data Record Supplement NOTE: For use only if additional remittance addresses or additional authorized representatives need to be identified

#### CONTRACT PRICE SHEET

The estimated three (3) year quantities indicated below will be used solely for computing the value of the contract. They are not binding upon the contracting agency. However, the actual costs quoted by the bidder shall be binding for the term of the Agreement. The minimum quantity for orders is one (1) linear yard at the unit price quoted. Bidders shall also list discounted prices based on orders by the roll.

If more than one product qualifies for a line item, bidders may submit alternate bid sheet(s) by printing out additional copies of the Contract Price Sheet and indicate "Alternate Bid" at the top.

The extension total price is determined by multiplying the unit price by the estimated quantity for that line item. In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail.

		, leader	as defined in Section 17030 of the Busines			DISCOUNTED
ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENSION	DISCOUNTED UNIT PRICE BY THE ROLL
1.	60,000	LY	WOVEN FABRIC, Solid Color no Pattern, 100% Recycled polyester Material Proposed Mill: Proposed Pattern: Yards per Roll:	\$/LY	\$	\$/LY
2.	10,000	LY	WOVEN FABRIC, Non-matching Repeat Pattern, 100% Recycled polyester Material Proposed Mill: Proposed Pattern: Yards per Roll:	\$/LY	\$	\$/LY
3.	10,000	LY	COATED FABRIC, Crypton® or Crypton®-Like; Non-Railroaded Pattern Proposed Mill: Proposed Pattern: Yards per Roll:	\$/LY	\$	\$/LY
4.	10,000	LY	COATED FABRIC, Vinyl-like Solid Color no Pattern Proposed Mill: Proposed Pattern: Yards per Roll:	\$/LY	\$	\$/LY
5.	5,000	LY	100% Silicone, Solid Color no         Pattern         Proposed Mill:         Proposed Pattern:         Yards per Roll:	\$/LY	\$	\$/LY

**NOTE**: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code.

#### CONTRACT PRICE SHEET

**Bidder to complete:** Name and Address to which orders are to be sent:

Contact Name:		
Street Address:		
City/State/Zip:		
Phone:	Fax:	
Email Address:		

#### **Supplier Contact:**

Contractor shall have, preferably in California, a contact person available during the hours of 8:00 A.M. to 5:00 P.M. on weekdays to answer questions regarding product, orders, or other areas in relation to the contract and the State's needs.

All questions shall be answered within twenty-four (24) hours (except on weekends or holidays).

Contact person:	
Phone Number:	Fax number:
Email Address:	



## Bidder/Supplier – Materials, Responsibility Information

The intent of these questions is to establish that the bidder has secured the necessary production, distribution and financial resources to perform the contract being proposed.

Except in cases when CALPIA concludes that a specified brand name is the only one that will meet the needs of CALPIA, all commodities shall be entered into with the best value bidder meeting all specifications. Responsibility in this context relates to the bidder's qualifications and capability to successfully fulfill the requirements of the Invitation for Bid (IFB). A bidder is deemed not responsible when they have demonstrated a lack of reliability in complying with and completing previously awarded State/Private contracts. Prior to awarding the contract related to this IFB, CALPIA's Authorized Representative will determine whether the proposed awardee is responsible. In order to obtain information necessary to establish a bidder's responsibility, each bidder shall complete the information requested below.

Failure to complete these questions may cause your offer to be rejected as non-responsive. Incomplete, vague or misleading responses could cause your offer to be rejected as non-responsible. Use additional sheets as necessary to provide all the requested information.

Bidders who are manufacturers should be able to directly respond to the questions. Non-manufacturers may need to consult with their supply chain to properly complete each question. The burden of proof lies with the bidder to prove, to CALPIA's satisfaction, that the bidder has adequate knowledge and control of the supply chain being utilized.

1. (A) If you are not the manufacturer, please list your role in the supply chain and list all points of business interaction(s) between the manufacturer and your firm. (Manufacturer/Producer, wholesaler/broker, warehousing/distribution)

Please be prepared to provide a written agreement between your firm and your supplier upon request. If your supplier is not the manufacturer, please also be prepared to provide a written agreement between the manufacturer and your supplier. If there is no written agreement between these two parties, to provide upon request supporting documents showing that they have worked together in the past.

1. (B) Name and address of the manufacturer and any other key parties utilized:

2.) How long has your firm been part of this supply chain? If less than 2 years, then please provide names of all the suppliers relative to this solicitation with whom you have worked in the past 2 years:

3.) How much business have you successfully completed as part of the supply chain described above? (Total dollar values, length of contract, product types, and geographic areas supplied.

4.) Names(s) of packaging and shipping firms(s) to be utilized for this contract.

5.) Have you ever had a contract terminated prior to its designated end date/term? If yes, please explain circumstances for each such contract termination.

6.) Using the format below, list contracts that you were awarded within the last five years with a value of at least 50% of the value of the contract to be awarded herein, which demonstrate your ability to meet the requirements of the proposed contract.

Contract Number:	
Description of product/services:	
Contract Value (\$):	
Contract Award Date:	
Required Delivery or Completion Date:	
Actual Delivery or Completion Date:	
Customer Contact Information (Name, phone number and email):	

Business Services Section will review your past performance. A history of late or non-compliant deliveries on past or present contracts may cause your bid to be rejected.

#### **BID/BIDDER CERTIFICATION SHEET**

This Bid/Bidder Certification Sheet must be signed and returned along with other bid/quote documents as an entire package with <u>original signatures</u>

- A. \_\_\_\_% Cash discount for payment within \_\_\_\_\_ days of receipt. (See Bidders Instructions Item 26 for complete instructions on offering Cash Discounts.)
- B. All required attachments are included with this certification sheet.
- C. The signature affixed hereon and dated is authorized to bind the bidding firm contractually and certifies compliance with all the requirements of this bid document. The signature below authorizes the verification of this certification.

#### An Unsigned Bid/Bidder Certification Sheet May Be Cause For Rejection

1. Company Name	2.a Tele ( )	phone Number	2.b. (	Fax Number )
3. Address				
Indicate your organization type:				
4. Sole Proprietorship 5.	Partne	rship	6. 🗌 Co	orporation
Indicate the applicable employee and/or corp	oration n	umber:		
7. Federal Employee ID No. (FEIN/SSN)		8. California Corporation No.		
<ol> <li>Indicate applicable license and/or certifica Contractor's State Licensing Board Number:</li> </ol>		nation: JC License Numbe	r CAL-	11. Other Licenses:
12. Bidder's Name (Print)		13. Title		
14. Signature		15. Date		
<ol> <li>For accounting reporting purposes, pleas California Department of General Services, C as:</li> </ol>				
a. California Small Business Micro Busir Yes No Yes Yes No If yes, enter certification		b. Disabled Vetera Yes D No D	an Busine	ess Enterprise
number below: Expiration Date	e:	If yes, enter your s	service co	ode below:

**Qualifying Experience:** 

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

Item Numbers	Instructions
1, 2a, 2b, 3	Must be completed. 1. Enter your name if sole proprietor or independent contractor. All other items are self-explanatory.
4	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
5	Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
6	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
7	Enter your federal employee tax identification number.
8	If you are a corporation: Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
9	Complete if your firm holds a California contractor's license. This information will used to verify possession of a contractor's license for public works agreements.
10	Complete if your firm holds a PUC license. This information will be used to verify possession of a PUC license for public works agreements.
11	Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured.
12, 13, 14, 15	Must be completed. These items are self-explanatory.
16	This information is requested by CALPIA Accounting. If certified as a Small Business Enterprise/Micro Business, place a check in the "Yes" box, and enter your certification number on the line. If certified as a Disabled Veteran Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified to one or both, place a check in the "No" box.



#### **DARFUR CONTRACTING ACT CERTIFICATION**

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

#### **OPTION #1 – DOMESTIC ONLY**

If your company has not, within the previous three years, had any business activities or other operations outside of the United States, initial here and submit with your bid package. (Initial \_\_\_\_\_)

#### **OPTION #2 - CERTIFICATION**

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

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

Company/Vendor Name (Printed)		Federal ID Number
By (Authorized Signature)		
Printed Name and Title of Demon Signing		
Printed Name and Title of Person Signing		
Date Executed	Executed in the County and Sta	te of

#### **OPTION #3 – WRITTEN PERMISSION FROM DGS**

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

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

Company/Vendor Name (Printed)	Federal ID Number	
Initials of Submitter	Ι	
Printed Name and Title of Person Initialing		



#### **ECONOMIC SANCTIONS CERTIFICATION**

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions against Russia and Russian entities and individuals. The EO is located at <u>https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf</u>.

As a potential vendor, contractor, or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury websites (<u>https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions</u> and <u>https://home.treasury.gov/news/press-releases/jy0608</u>)</u>. Failure to comply may result in the termination of purchase orders, contracts, or grants, as applicable.

## In order to be eligible to submit a bid, proposal, or conduct business with CALPIA, please complete the following certification and return with your bid documents or as otherwise requested.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that the prospective proposer/bidder named below <u>is in compliance with the economic sanctions imposed by the U.S.</u> government in response to Russia's actions in Ukraine, as well as sanctions imposed under state <u>law, if any, and</u> I am duly authorized to legally bind the prospective proposer/bidder named below. This certification is made under the laws of the State of California.

Company/Vendor Name (Printed)		Federal ID Number
By (Authorized Signature)		
Printed Name and Title of Person Signing		
Date Executed	Executed in the County and Stat	e of

STATE OF CALIFORNIA Department of Resources Recycling and Recovery (CalRecycle)	To be completed by the State agency		
CalRecycle 74 (Revised 01/23)	State Agency:		
Postconsumer Recycled-Content	Purchasing Agent:	PO #:	

# Certification

State Agency:	
Purchasing Agent:	PO #:
Phone:	E-mail:

Phone

The State Agency Buy Recycled Campaign (SABRC) is a state mandated program that requires the reporting of all purchases made within 16 specified product categories. All state agencies are required to verify the recycled-content of all products purchased within each of these categories.

All businesses shall certify the minimum percentage in writing to the contracting officer or his or her representative, if not the exact percentage, of postconsumer recycled-content (PCRC) material in the products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the minimum content requirements specified in law (see reverse side). The certification shall be furnished under penalty of perjury. The certification shall be provided regardless of content, even if the product contains no recycled material. A State agency may waive the certification requirement if the percentage of postconsumer material in the products, materials, goods, or supplies can be verified in a written advertisement, including, but not limited to, a product label, a catalog, or a manufacturer or vendor Internet website.

Public Contract Code sections 12205(a)(1), (2), (3) and (b)(1), (2), and (3)

#### Contractor/Company Name

#### Address

Purchase Order # RFQ # RFP # IFB # Cal Card Order #	Item #	Product or Services Description	<sup>1</sup> Percent Postconsumer Recycled- Content Material	<sup>2</sup> SABRC Product Category Code	Meets SABRC

Pursuant to Public Contract Code 12205(b)(1), I certify under penalty of perjury under the laws of the State of California that the above information is true and correct.

Print Name

Signature

Title

Date

#### **FOOTNOTES:**

- 1. "Postconsumer recycled-content material" is defined as products that were bought, used, and recycled by consumers. For example, a newspaper that has been purchased, recycled, and used to make another product would be considered postconsumer material.
- "Product category" refers to one of the categories listed below, into which the reportable purchase is best placed. 2.
- 3. If the product does not belong in any of the product categories, enter "N/A." Common "N/A" products include wood products, aggregate, concrete, and electronics such as computers, TV, software on a disk or CD, and telephones.
- For reused or refurbished products, there is no minimum content requirement. (PCC 12209(1)) 4

#### California Department of Resources Recycling and Recovery (CalRecycle)

State Agency Buy Recycled Campaign (SABRC) - SABRC@CalRecycle.ca.gov

Code*	Product Categories	Product Subcategories	Product Examples in each SABRC Category ( <i>PCC 12207</i> ) Examples include, but are not limited to, these individual products/materials.	Minimum Post-Consumer Content Requirement per Statute ( <i>PCC 12209</i> )
1A	Paper Products	Toilet Paper	Toilet paper.	45 percent by fiber weight post-consumer fiber.
1B	Paper Products	Paper Towels	Paper towels.	40 percent by fiber weight post-consumer fiber.
1C	Paper Products	Facial Tissues	Facial tissue.	10 percent by fiber weight post-consumer fiber.
1D	Paper Products	Toilet Seat Covers	Toilet seat covers.	20 percent by fiber weight post-consumer fiber.
1E	Paper Products	General Purpose Paper Wipes	General purpose paper wipes.	40 percent by fiber weight post-consumer fiber.
1F	Paper Products	Food Serviceware	Napkins, plates, bowls, food trays, takeout boxes, and placemats.	40 percent by fiber weight post-consumer fiber.
1G	Paper Products	Miscellaneous Paper Products	Cartons, wrapping, packaging, file folders, hanging folders, building insulation and	30 percent by fiber weight post-consumer fiber.
2	Printing and Writing Papers	Printing and Writing Papers	panels, corrugated boxes. Copy, xerographic, watermark, cotton fiber, offset, forms, computer printout paper, white wove envelopes, manila envelopes, book paper, note pads, writing tablets, newsprint, and other uncoated writing papers, posters, index cards, calendars, brochures, reports, magazines, and publications.	30 percent by fiber weight post-consumer fiber.
3A	Soil Amendments and Toppings	Compost	Soil amendments, soil conditioner for potting or plant mix, organic materials used for water conservation; organic materials such as biosolids or other comparable substitutes such as livestock, horse, or other animal manure, food residues or fish processing byproducts; mechanical breakdown of materials.	80 percent recovered material that would otherwise be normally disposed of in a landfill.
3B	Soil Amendments and Toppings	Mulch	Ground covers, weed suppressants.	80 percent recovered material that would otherwise be normally disposed of in a landfill.
4A	Glass Products	Glass Products	Windows, test tubes, beakers, laboratory or hospital supplies, reflective beads, tiles, construction blocks, desktop accessories, flat glass sheets, loose- grain abrasives, deburring media, liquid filter media, and containers.	25 percent post-consumer, by weight.
4B	Glass Products	Fiberglass	Fiberglass (insulation),	30 percent post-consumer, by weight.
5	Lubricating Oils		Intended for use in a crankcase, transmission, engine, power steering, gearbox, differential chainsaw, transformer dielectric, fluid, cutting, hydraulic, industrial, or automobile, bus, truck, vessel, plane, train, heavy equipment, or machinery powered by an internal combustion engine.	70 percent re-refined base oil.
6	Plastic Products		Printer or duplication cartridges, diskette, carpet, office products, plastic lumber, buckets, wastebaskets, containers, benches, tables, fencing, clothing, mats, packaging, signs, posts, binders, sheet, buckets, building products, garden hose, and trays.	20 percent postconsumer, by weight, is remanufactured or has a take back program.
7A	Paint:	Low-VOC: < 50 grams/liter	Water-based paint, graffiti abatement, interior and exterior, and maintenance.	50 percent post-consumer paint.
7B	Paint:	Other VOC: > 50 grams/liter	Water-based paint, graffiti abatement, interior and exterior, and maintenance.	50 percent post-consumer paint.
8	Antifreeze	g. a	Recycled antifreeze, and antifreeze containing a bittering agent or made from polypropylene or other similar non-toxic substance.	70 percent post-consumer material.
9	Tires (Retreaded tires)		Truck and bus tires, and those used on fleet vehicles (and passenger cars where available).	Retreaded: Must use an existing casing that has undergone retreading or recapping process in accordance with Public Resource Code (commenc with section 42400).
10	Tire- Derived Products		Flooring, mats, wheelchair ramps, playground surfacing, sports surfacing, parking bumpers, bullet traps, hoses, bumpers, truck bedliners, pads, walkways, tree ties, wheel chocks, rollers, traffic-related products, mudflaps, accessibility ramps, paths and sidewalks, animal care products, including, but not limited to, horse arena surfacing, stall mats, cow mats, and equestrian barn and breezeway flooring, artificial turf, landscaping and rubber mulch, outdoor surfacing, pavers and tiles, and posts.	50 percent recycled used tires.
11A	Metal Products	Metal Products	Staplers, paper clips, steel furniture, desks, pedestals, scissors, jacks, rebar, pipe, plumbing fixtures, chairs, ladders, file cabinets, shelving, containers, lockers, sheet metal, girders, building and construction products, bridges, braces, nails, and screws.	10 percent post-consumer material, by weight.
11B	Metal Products	Vehicles	Vehicles.	10 percent post-consumer material, by weight.
12	Building Finishes	Open Office Panel Systems	Open office panel systems.	Middle range of state contracts.
13	Carpet		Carpet	Determined by DGS and Posted in SCM.
14A	Erosion Control Products	Compost Filter Socks	Compost filter sock.	100 percent post-consumer material.
14B	Erosion Control Products	Compost Blanket	Compost blanket, layer of compost protecting bare soil surfaces.	100 percent post-consumer material.
14C	Erosion Control Products	Hydraulic Mulch	Hydraulic mulch or erosion control process that uses fiber slurry and tackifier.	100 percent post-consumer material.
15A	Textiles	Textiles		0 percent post-consumer material.
15B	Textiles Pavement	General Textile Wipes Rubberized Pavement	General purpose wipes. Rubberized asphalt concrete and chip seal.	100 percent post-consumer material. 15 percent post-consumer material.
164		Surfaces	readenzed asphan concrete and chip seal.	ro porochi post-consumer material.
16A	Surfacing			

## **Generative Artificial Intelligence (GenAl) Reporting and Factsheet**

Section 1: Bidder / Offeror / Contractor Information

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

**Contract / Description of Purchase** 

#### Section 2: Disclosure and Factsheet

Will you and/or your subcontractor(s) be using or offering GenAl technology, model, service, or system (collectively, "product")? 
Yes No (If no, skip to Signature section of this form.)

If yes, provide details regarding the GenAl system. See *GenAl Reporting and Factsheet Instructions* at the end of this form for more information.

Failure to provide information requested on this form may result in disqualification or may void any resulting contract.

1. GenAl Model	
Name, LLM Version	
(including number of	
parameters) & list	
ALL model	
names/owners for	
the solution or	
offering	

2. (GenAl powered,	
or driven),	
applications /	
product owner	
3. Product	
Description	
4. Use Case(s)	
5. Intended	
Information Domain	
C. Evalain haw the Com	All eventers is not advancely offecting decisions that materially impact access
-	Al system is not adversely affecting decisions that materially impact access sing or accommodations, education, employment, credit, health care, and
Signature	

By signing this document, I have identified and reported any GenAI use in the performance of this contract. If any new or previously unreported GenAI use is identified in the future in the performance of this contract, we will complete and submit to the State an updated STD 1000.

Signature

Date

Submit completed form to the awarding department

## **GenAl Reporting and Factsheet Instructions**

Please use the following definitions and instructions to complete the GenAI Reporting and Factsheet:

- 1. GenAl Model Name, LLM Version (including number of parameters) & list ALL model names/owners for the solution or offering
  - a. Definition: The unique identifier or name assigned to the specific GenAI model or service.
  - b. Purpose: Allows users to refer to and distinguish between different GenAl models.
- 2. (GenAI powered, or driven), applications/product owner:
  - a. Definition: The name of the organization or entity responsible for creating or deploying the GenAl model or service.
  - b. Purpose: Helps identify the source and accountability for the GenAl system.
- 3. Product Description:
  - a. Definition: A concise summary of the GenAI model's purpose, functionality, and key characteristics.
  - b. Purpose: Provides a high-level understanding for users and stakeholders.
- 4. Use Case(s):
  - a. Definition: The intended use or goal of the GenAl model (e.g., image recognition, natural language processing, text summarization).
  - b. Purpose: Helps users assess whether the GenAI model aligns with their needs.
- 5. Intended Information Domain:
  - a. Definition: The context, subject matter, or domain for which the GenAI model is designed to operate effectively.
  - b. Purpose: Helps users determine if the GenAI model is suitable for their specific use case.
- 6. Adverse Impact:
  - a. Explain below how you are ensuring the GenAI system is not adversely affecting decisions that materially impact access to, or approval for, housing or accommodations, education, employment, credit, health care, and criminal justice.
- 7. Signature:
  - a. The signatory for the Contract shall also sign the STD 1000

Print Form Reset Form

#### STATE OF CALIFORNIA – DEPARTMENT OF FINANCE PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7) STD 204 (Rev. 03/2021)

Section 1 – Payee Information

NAME (This is required. Do not leave this line blank. Must match the payee's federal tax return)

#### BUSINESS NAME, DBA NAME or DISREGARDED SINGLE MEMBER LLC NAME (If different from above)

MAILING ADDRESS (number, street, apt. or suite no.) (See instructions on Page 2)

CITY, STATE, ZIP CODE E-MAIL		ADDRESS
	2 – Entity Type	
Check one (1) box only that matches the entity type of the Pa	yee listed in Section	1 above. (See instructions on page 2)
SOLE PROPRIETOR / INDIVIDUAL	CORPORATION (see	e instructions on page 2)
SINGLE MEMBER LLC Disregarded Entity owned by an individual	MEDICAL (e.g., delayed)	entistry, chiropractic, etc.)
	LEGAL (e.g., attor	ney services)
□ ESTATE OR TRUST	EXEMPT (e.g., no	onprofit)
	ALL OTHERS	5. W
Section 3 – Tax	Identification Num	ber
<ul> <li>Enter your Tax Identification Number (TIN) in the appropriate box match the name given in Section 1 of this form. Do not provide r The TIN is a 9-digit number. Note: Payment will not be processe</li> <li>For Individuals, enter SSN.</li> <li>If you are a Resident Alien, and you do not have and are not SSN, enter your ITIN.</li> <li>Grantor Trusts (such as a Revocable Living Trust while the g not have a separate FEIN. Those trusts must enter the individuals</li> </ul>	more than one (1) TIN ad without a TIN. ot eligible to get an grantors are alive) may	Individual Tax Identification Number (ITIN)
<ul> <li>For Sole Proprietor or Single Member LLC (disregarded e sole member is an individual, enter SSN (ITIN if applicable prefers SSN).</li> </ul>	entity), in which the	Federal Employer Identification Number (FEIN)
<ul> <li>For Single Member LLC (disregarded entity), in which the business entity, enter the owner entity's FEIN. Do not use entity's FEIN.</li> </ul>	e sole member is a the disregarded	
<ul> <li>For all other entities including LLC that is taxed as a corporate estates/trusts (with FEINs), enter the entity's FEIN.</li> </ul>	tion or partnership,	
Section 4 – Payee Resid	dency Status (See	instructions)

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

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

□No services performed in California

Copy of Franchise Tax Board waiver of state withholding is attached.

		Section 5	- Certificat	tion	
I hereby certify under penalty of Should my residency status cha	f perjury that th ange, I will pron	e information ptly notify th	provided on e state agen	this document is cy below.	true and correct.
NAME OF AUTHORIZED PAYEE	REPRESENTA	TIVE	TITLE		E-MAIL ADDRESS
SIGNATURE			DATE	TELEPHO	NE (include area code)
	S	ection 6 – P	aying State	Agency	
Please return completed form to	<b>:</b>				
STATE AGENCY/DEPARTMENT California Prison Industry Author	general state filler i den men men		UNIT/SECT Business S	TION ervices Section (E	SS)
MAILING ADDRESS 560 East Natoma Street			<b>FAX</b> (916) 358-1	811	TELEPHONE (include area code) (916) 358-2755
CITY STATE ZIP COD Folsom CA 95630		<b>ZIP CODE</b> 95630	E-MAIL ADDRES bsshelpdesk@ca		

#### STATE OF CALIFORNIA – DEPARTMENT OF FINANCE PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7) STD 204 (Rev. 03/2021)

#### GENERAL INSTRUCTIONS

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

Information provided in this form will be used by California state agencies/departments to prepare Information Returns (Form1099). NOTE: Completion of this form is optional for Government entities, i.e. federal, state, local, and special districts.

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

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

#### Section 1 - Payee Information

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

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

Business Name – Enter the business name, DBA name, trade or fictitious name, or disregarded LLC name. Mailing Address – The mailing address is the address where the payee will receive information returns. Use form STD 205, Payee Data Record Supplement to provide a remittance address if different from the mailing address for information returns, or make subsequent changes to the remittance address.

#### Section 2 – Entity Type

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

#### Section 3 – Tax Identification Number

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

#### Section 4 – Payee Residency Status

#### Are you a California resident or nonresident?

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

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

Withholding Services and Compliance Section: 1-888-792-4900 For hearing impaired with TDD, call: 1-800-822-6268 E-mail address: wscs.gen@ftb.ca.gov Website: www.ftb.ca.gov

#### Section 5 - Certification

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

#### Section 6 – Paying State Agency

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

**Privacy Statement** 

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

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

Print Form Reset Form

## STATE OF CALIFORNIA – STATE CONTROLLERS OFFICE PAYEE DATA RECORD SUPPLEMENT

(This form is optional. Form is used to provide remittance address information if different than the mailing address on the STD 204 – Payee Data Record. Use this form to provide additional remittance addresses and additional Authorized Representatives of the Payee not identified on the STD 204.) STD 205 (New 03/2021)

	ME (Required. Do not leave blank.)	rmation (must match the S		TAX ID NUN SSN, ITIN, or	<b>IBER</b> ( <i>Required</i> ) FEIN that matches Tax ID ded on STD 204
	USINESS NAME, DBA NAME or DISREGARE different from above)	DED SINGLE MEMBER LLC NA	ME		
		Remittance Address Infor			
•	Use the fields below to provide remittance addresses The addresses provided below are for remittan specified on the STD 204.	s for payee if different from the mailing the purposes only. 1099 informati	address on retu	s on the STD 204 rns will be sen	l. t to the mailing address
1	REMITTANCE ADDRESS (number, street, ap	t or suite no.)			
	CITY	S	TATE		ZIP CODE
2	REMITTANCE ADDRESS				
	CITY	S	TATE		ZIP CODE
3	REMITTANCE ADDRESS				
	CITY	s.	TATE		ZIP CODE
4	REMITTANCE ADDRESS				
	CITY .	S	TATE		ZIP CODE
5	REMITTANCE ADDRESS				•
	CITY	S	TATE		ZIP CODE
100	Add	ditional Contact Information	n	and the second	
	Use the fields below to provide additional Author	rized Representatives for the Pay	ee if ap	plicable.	
1	CONTACT NAME				
	TELEPHONE (Include area code)	EMAIL			
2	CONTACT NAME				
	TELEPHONE	EMAIL			
3	CONTACT NAME				
	TELEPHONE	EMAIL			
		Certification			
Bv s	reby certify under penalty of perjury that the info signing this document, I authorize the State of C	alifornia to remit payment to the a	ddress	es specified or	this supplemental form
(ST	0 205) and certify that all persons identified on t listed addresses may be reported on 1099 inforr ord - STD 204.	his form are authorized represent	atives o	of this payee. P	ayments remitted to any

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

#### STATE OF CALIFORNIA - STATE CONTROLLERS OFFICE

#### PAYEE DATA RECORD SUPPLEMENT

(This form is optional. Form is used to provide remittance address information if different than the mailing address on the STD 204 - Payee Data Record. Use this form to provide additional remittance addresses and additional Authorized Representatives of the Payee not identified on the STD 204.) STD 205 (New 03/2021)

#### GENERAL INSTRUCTIONS

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

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

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

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

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

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

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

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

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

#### PRIVACY STATEMENT

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

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

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

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