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Environmental Protection

INVITATION FOR BID Notice to Prospective Bidders IFB No. 26-C0019

June 8, 2026

You are invited to review and respond to this Invitation for Bid (IFB), entitled **IFB #26-C0019 – Interpretation Services**. In submitting your bid, you must comply with these instructions.

Note that all agreements entered into with the State of California will include by reference General Terms and Conditions and Contractor Certification Clauses that may be viewed and downloaded at Internet site <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>.

The California Department of Pesticide Regulation (CDPR) deadline for receipt of bids is **June 29, 2026, no later than 2:00 pm.** All bids must be submitted electronically (by email). Faxed, hand delivered and mailed bids will not be accepted. The naming convention of the bid must be in the following format: **"IFB 26-C0019 [Insert Vendor Name] Bid."** **All late bids will be rejected** and returned to the potential bidder.

EMAIL BIDS to:
ContractsUnit@CDPR.ca.gov

In the opinion of California Department of Pesticide Regulation (CDPR), this Invitation for Bid is complete and without need of explanation. However, if you have questions, or should you need any clarifying information, the contact person for this IFB is listed below. **All questions must be submitted in accordance with the IFB instructions contained herein and sent via email directly to the below listed contact person and not through Cal eProcure system.**

Christina Lopez
CDPR – California Pesticide Regulation
ContractsUnit@CDPR.ca.gov

We appreciate your interest in this project and hope to receive a bid from you if this is within your area of expertise.

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Sample Contract** (Includes the following):	Separate Attachment
1) Standard Agreement (STD. 213)	
2) Exhibit A, Scope of Work	
3) Exhibit B, Budget Detail and Payment Provisions	
4) Exhibit C, General Terms and Conditions	
5) Exhibit D, Special Terms and Conditions	
6) Exhibit E, Additional Provisions	

**These documents are not required with the bid package but are required upon award of the contract.

A) Purpose and Description of Services

The California Department of Pesticide Regulation's (CDPR) mission is to protect human health and the environment by fostering sustainable pest management and regulating pesticides. As part of its mission, CDPR partners with the 55 County Agricultural Commissioners (CACs) in California, who represent the state's 58 counties, to enforce pesticide laws and regulations locally.

The purpose of this service is to provide prompt, accurate, and effective spoken and signed communication for limited English proficient (LEP) individuals when conducting business with other members of the public, county agencies, California State agencies, other states, the federal government, stakeholders, applicants, employees, and businesses. The services will include simultaneous event interpretation (in-person throughout California, virtual, and hybrid), on-demand (24/7) over the phone interpretation, and voiceover recordings on an as needed basis. In addition to CDPR staff usage, CDPR will offer some of these language services to CACs and their staff, which will be coordinated by CDPR staff in the same manner as CDPR interpretation requests.

The section below describes the critical areas of service that the contractor will provide: simultaneous event interpretation, on-demand over the phone interpretation, voiceover recordings, and project management support services. All services will commence on the start date September 1, 2026 as presented herein or upon final approval by the State, whichever is later and no work shall begin before that time. This Agreement is of no effect unless approved by the State. Contractor shall not receive payment for work performed prior to approval of the Agreement and before receipt of noticed to proceed by the Contract Manager. This Agreement shall expire on June 30, 2028.

The Project Representatives during the term of this Agreement may be changed by mutual written agreement without the necessity of formal amendment to this Agreement.

Work to be Performed

Interpretation is the process by which an interpreter listens to communication in a source language and either converts it into a target spoken language (e.g., English to Spanish, English to Vietnamese, Spanish to English, etc.) or target signed language (e.g., English to American Sign Language). The Contractor will provide interpretation services that meet the following expectations.

1. Scope of languages served
 - a. CDPR seeks to communicate with the public interested in its jurisdiction, oftentimes in agricultural regions of California. Though LEP populations within the state may change over time, currently, the top 10-15 oral languages found in the agricultural regions of the state of California include, but are not limited to Spanish, Mandarin, Hmong, Vietnamese, Laos, Tagalog, and Punjabi.
 - b. CDPR also seeks to communicate with the public in American Sign Language, Cantonese, Dari, Haitian Creole, and Mexican Indigenous languages, including Mixtec and Zapotec.
 - c. The contractor must be able to provide effective interpretation in the languages outlined above and, in addition, the contractor should have the capability to provide services in other languages not explicitly stated above, as needed.
 - d. The primary language that is expected for interpretation services is Spanish as spoken by people from Mexico.
2. Interpretation for spoken languages
 - a. For this Agreement, a "qualified spoken language interpreter" is an individual who interprets spoken communication from one language into another with accuracy and impartiality, ensuring that both the

meaning and tone are preserved.

- b. The Contractor will provide qualified spoken language interpretation, unless requested differently by CDPR. The Contractor will prioritize providing CDPR with qualified spoken language interpreters who have at least two years of simultaneous conference interpreting experience.
- c. For this Agreement, a “certified spoken language interpreter” is a professional, who can provide qualified spoken language interpretation and who has professional accreditation (such as certification by the Administrative Office of the Court for the U.S. District Courts or meeting the Credentialed Interpreter Standards of the American Translators Association).
- d. The Contractor must have certified spoken language interpreters to provide certified spoken language interpretation upon request.
- e. To the extent possible, interpretation for Latin American indigenous languages should be provided by subcontracting with any of the organizations listed in https://www.cdpr.ca.gov/wp-content/uploads/2024/07/indigenous_interpreting_agency_referrals.pdf to secure the requested language and variant (as applicable), unless these organizations confirm in writing that they do not have an available interpreter for the requested timeframe.
 - i. The Contractor shall submit written proof to the CDPR Contract Manager that all of these organizations cannot fulfill the interpretation request before seeking a different interpreter.

3. Interpretation for signed languages

- a. For this Agreement, a “qualified sign language interpreter” is an individual who interprets signed communication into spoken language and vice versa, ensuring accurate and impartial translation of both content and context.
- b. The Contractor will provide qualified sign language interpretation, unless requested differently by CDPR.
- c. For this Agreement, a “certified sign language interpreter” is a professional who can provide qualified sign language interpretation and who has professional accreditation (such as certification from the Registry of Interpreters for the Deaf or membership with the National Association of the Deaf).
 - i. The Contractor must have professional sign language interpreters to provide certified signed language interpretation upon request.
- d. The primary signed language that is expected for signed interpretation services is American Sign Language.

4. Familiarity with CDPR content areas

- a. CDPR’s jurisdiction is technical in nature, and terminology may be complex. Contractor’s interpreters must be proficient in terminology related to tribal, agricultural, video conferencing technology, public policy, pest management methods (including pesticide use), engineering, environmental science, chemistry, wastewater, potable water, solid waste, geology, hydrology, hazardous waste, air quality, environmental health, environmental justice, climate change, public health, law, and regulatory processes. Interpreters must be able to express these ideas in the other language instantly, accurately, and completely, in appropriate style, and with the intent of the original speaker, signer, or writer.
- b. To successfully provide accurate and complete interpretation, all interpreters provided by the Contractor shall be familiar with the DPR Guide to Pesticide Regulation (https://www.cdpr.ca.gov/wp-content/uploads/2025/07/dprguide_2017.pdf), the Overview of Sustainable Pest Management

(https://www.cdpr.ca.gov/wp-content/uploads/2024/07/overview_spm_roadmap_ca.pdf), and the Pesticide Information for Farmworkers and Agricultural Communities (https://www.cdpr.ca.gov/wp-content/uploads/2025/02/dpr_community_guide.pdf).

- c. Contractor's interpreters will utilize CDPR's preferred pesticide terminology when communicating between English and Spanish, Punjabi, Hmong, Mandarin, or Cantonese. The Department's pesticide term lists are available under "Glossaries for Pesticide and Health Terms" at <https://www.cdpr.ca.gov/resources-for-engagement/>.
- d. If interpretation is provided for a rulemaking hearing, Contractor's interpreters must also be familiar with the translation of the regulatory notice and statement of reasons, available at <https://www.cdpr.ca.gov/laws-and-regulations/proposed-and-recently-adopted-regulations/>.

5. Professional conduct

- a. Contractor will provide accurate, culturally competent, and neutral interpretation services that faithfully convey both the content and tone of the original speaker, signer, or writer.
- b. The contractor shall provide regular quality assurance to ensure that all interpreters through this Agreement are qualified, responsive, accurate in their interpreting, professional and polite.
- c. More expectations about the Code of ethics, professional conduct, and confidentiality standards that all interpreters through this Agreement must abide by can be found in Exhibit A, Attachment 1.

TASK 1 – SIMULTANEOUS EVENT INTERPRETATION

Simultaneous interpretation is the act of rendering a speaker's or signer's message into another language while the speaker or signer continues to communicate. Simultaneous event interpretation can occur in-person, virtually, or in a hybrid format. The Contractor will provide scheduled simultaneous interpretation services for spoken or signed interpretation of events, including but not limited to meetings, workshops, interviews, and proceedings for event participants in any of the event formats (in-person, virtual, hybrid) on an as-needed basis. The language(s), length, start times, and finish times will vary depending on need.

1. Service Expectations

- a. Services shall be performed approximately two (2) to four (4) times per month and in-person meetings can be held in various locations throughout California.
- b. Each event will last approximately two (2) to eight (8) hours and may include as many as 200 people.
- c. Events may be scheduled outside normal business hours. For example, there may be a workshop or meeting held between 5 P.M. and 9 P.M. on weekday evenings or between 10 A.M. and 5 P.M. on Saturdays.
- d. Upon the request of CDPR's Contract Manager, the Contractor shall be prepared to extend service for up to two (2) additional hours for each scheduled event.
- e. Timeframe to Request Services
 - i. For this Agreement, an "urgent service" occurs when CDPR provides three (3) to two (2) days (72 to 48-hour) advance notice for interpretation services.
 - ii. While CDPR shall make every attempt to notify the Contractor, by telephone or email, of required services at least ten (10) business days prior to the date interpretation services are required, CDPR may require urgent interpretation services.
 - iii. For this Agreement, an "emergency service" occurs when CDPR provides under two (2) days

(47 to 24-hours) advance notice for interpretation services.

- iv. CDPR may request emergency interpretation services with as little as one (1) day advance notice. The Contractor shall submit proof (e.g., via email messages) of successfully providing last-minute interpretation services to a government agency or department with under 48 hours advanced notice with the Bid Submittal.

2. Interpreters

- a. Contractor will provide one (1) interpreter at each event up to 2 hours and two (2) interpreters at each event over 2 hours.
 - i. In the event that an assigned interpreter is unable to attend and perform the requested services (e.g., due to illness), the Contractor will assign a new interpreter as soon as possible and send the new interpreter's contact information to CDPR event staff and CDPR's Contract Manager.
- b. Interpreters must have the ability to provide sight interpreting, where the interpreter provides an oral rendition of written material. Upon request, interpreters shall provide sight interpreting services during the event.
- c. Interpreters must have the ability to provide consecutive interpreting, where the interpreter renders a speaker's message into another language when the speaker pauses. Upon request, interpreters shall provide consecutive interpreting services during the event.
- d. If the Contractor's interpreter(s) has never provided interpretation services at a CDPR event before through this Agreement, the interpreter shall sign and submit the verification form Table A-1 attesting that they have reviewed CDPR's background material listed above in "Familiarity with CDPR content areas" and the Code of ethics, professional conduct, and confidentiality standards in Exhibit A, Attachment 1.
 - i. This form shall be submitted to the CDPR Contract Manager at least two days in advance of the event (or at least two hours before the event if providing urgent or emergency services).
- e. Contractor's interpreter(s) shall review any event-specific materials provided by CDPR in advance of providing interpretation services.
- f. At the beginning of each event, with coordination from the designated event contact, one interpreter will share the type of interpretation being provided (e.g., simultaneous or consecutive, in plain language), how to access and use interpretation services, and encourage all monolingual speakers (English or otherwise) to use the service in order to understand all participants. This shall be stated in English and the interpreted language(s) at least once.

3. Event Services

- a. Anticipated Locations for In-Person Events
 - i. Locations may include but are not limited to:
 - 1. Northern Region (Sacramento County, Shasta County, San Joaquin County)
 - 2. Central Region (Fresno County, Tulare County, Monterey County, Kern County)
 - 3. Southern Region (Ventura County, San Bernardino County, San Diego County, Riverside County, Imperial County)
 - ii. Contract performance may require work in remote locations. Contractor accepts the risks associated with this. The State assumes no liability for Agreement performance in such locations.

b. In-Person Contractor Staff

- i. Contractor to provide one (1) equipment technician at each in-person event.
- ii. Interpreters and equipment technician must arrive at least one (1) hour before the start of each event to setup and test equipment.
- iii. Interpreters and equipment technician shall be required to be present for the duration of the event.

c. Virtual Contractor Staff

- i. Interpreters for virtual meetings may be asked to show up 30 minutes in advance of the virtual meeting start time.

d. Hybrid Contractor Staff

- i. All sections from In-Person and Virtual Contractor Staff apply, unless stated specifically in this section.
- ii. Interpreters and equipment technician will be present at the in-person site for each hybrid event.
- iii. Interpreters and equipment technician must arrive at least one (1) hour before the start of each meeting to setup and test equipment for in-person and virtual participants.

4. Prep Call Services

- a. For this Agreement, a “Dry Run” is a virtual meeting held in advance of an event with CDPR event staff to discuss event timing and technology logistics, test all interpretation equipment, and provide a content overview.
- b. At least one assigned interpreter shall participate in the Dry Run related to their event and test interpretation equipment.
- c. For this Agreement, an “Equipment Coordination Call” is a meeting held in advance of an event to discuss venue logistics and identify equipment needs with CDPR event staff and other contractors (e.g., venue staff, court reporter).
- d. At least one Contractor staff knowledgeable about Contractor’s interpretation equipment shall participate virtually in Equipment Coordination Calls.

5. Equipment

- a. The Contractor shall provide all equipment necessary to provide accurate, clear interpretation services for the anticipated audience and event format (in-person, virtual, hybrid), unless CDPR has confirmed in writing that CDPR can provide certain equipment pieces.
 - i. Equipment can include but is not limited to portable transmitters with microphones, headsets with sound and channel receivers, high-quality shielded aux cable, and high network bandwidth.
- b. CDPR may require that the Contractor provides certain equipment to be compatible with technological constraints. Contractor will provide and set up equipment if CDPR submits a request for these at least two (2) business days in advance of the event.
- c. Contractor shall be responsible for sanitizing, assembling, testing, operating, and maintaining equipment during the interpretation services performed under this Agreement.

- d. Contractor will test all required equipment one (1) business day before the event to ensure equipment works as intended and is fully charged.

6. Scheduling Standard Services

- a. CDPR shall make every attempt to notify the Contractor, by telephone or email, of required services at least ten (10) business days prior to the date interpretation services are required.
 - i. CDPR shall provide the Contractor with pertinent information, including date, time, location, subject matter, event contact, user type (county or CDPR), etc.
- b. If the Contractor receives a request for services from any other person than the Contract Representative, the Contractor shall notify the Contract Representative for authority to proceed.
- c. The Contractor shall provide CDPR's Contract Representative or designee with a written cost estimate for any in-person or hybrid event on company letterhead via email within two (2) business days of request.
- d. The Contractor shall confirm all details within five (5) business day of request. Details should include availability to perform services and the name(s) and contact information of the assigned interpreter(s).
- e. CDPR will contact the Contractor by telephone or email at least five (5) working days in advance of an event and provide how many headsets will be needed and event-specific reference materials for the interpreters' review.
- f. For changes to a planned meeting schedule and/or locations, CDPR will provide a minimum of 24-hour notice regarding changes.

7. Scheduling Urgent Services

- a. CDPR may require interpretation services with as little as two (2) days' (48-hour) notice for urgent situations. CDPR shall provide the Contractor with pertinent information, including date, time, location, subject matter, event contact, number of headsets, event-specific reference materials, user type (county or CDPR), etc.
- b. If the Contractor receives a request for services from any other person than the Contract Representative, the Contractor shall notify the Contract Representative for authority to proceed.
- c. The Contractor shall confirm all details within one (1) business day of request. Details should include availability to perform services, the name(s) and contact information of the assigned interpreter(s), and a written cost estimate (if applicable) on company letterhead.
- d. For changes to a planned meeting schedule, and/or locations, CDPR will provide a minimum of 24-hour notice regarding changes.
- e. CDPR may request interpretation services with as little as one (1) day (24-hour) notice for emergency situations. In these cases, the Contractor shall confirm all details within six (6) business hours before the event. Details should include availability to perform services, the name(s) and contact information of the assigned interpreter(s), and a written cost estimate (if applicable) on company letterhead.

8. Invoicing

- a. Travel
 - i. Travel time incurred by interpreters and technicians for travel within 50 miles of the event shall not be reimbursed. The Contractor can charge up to the standard interpretation rate for travel time.

- ii. The Contractor is responsible for making their own travel arrangements to all events, ensuring all necessary equipment is available at the events.
 - iii. Air Travel: Reimbursements for air travel shall be limited to economy tickets on the flight with the lowest airfare available and one (1) checked bag each way.
 - iv. Automobile Rental: Contractor shall make every attempt necessary to secure the most economical auto rental necessary for the travel under this Agreement.
- b. Urgent and Emergency Services
 - i. The Contractor can charge a rush fee up to 20% of the standard interpretation fee for urgent interpretation services.
 - ii. The Contractor can charge a rush fee up to 20% of the standard interpretation fee for emergency services if they are able to provide the service.
- c. Cancellations
 - i. If CDPR provides a minimum of 48 hours' notice of cancellation, Contractor shall not bill for services.
 - ii. If CDPR provides a cancellation notice of less than 48 hours, Contractor may bill for two (2) hours.
- d. Prep Call Services
 - i. The Contractor can charge the same rate as the standard interpretation fee for participation in Dry Run meetings.
 - ii. The Contractor can charge up to the standard interpretation fee for participation in Equipment Coordination Calls.
- e. Equipment
 - i. Contractor can charge a rush fee no greater than 20% of typical equipment charge if CDPR submits equipment requests with less than two (2) business days of notice.

TASK 2 – ON-DEMAND OVER THE PHONE INTERPRETATION

On-demand over the phone interpretation (OPI) is a form of interpretation where a remote or off-site interpreter facilitates communication between service users and Limited English Proficient Individuals, with communication occurring via phone. Three-way communication can occur by having the service user (i.e., CDPR or CAC staff) setting the call on speaker mode so that the LEP individual(s) can listen or by having a conference call format be available through the interpretation service. The Contractor will provide on-demand (24/7) OPI for spoken interpretation between service users and LEP individuals to assist with pesticide-related public services, including but not limited to investigative interviews, field inspections, phone calls, in-person office visits, meetings, presentations, public outreach events, and emergency response. The language, length, start times, and finish times will vary depending on need.

1. Service Expectations

- a. The Contractor shall provide a toll-free number for CDPR and CAC staff to contact for on-demand OPI services, and this service will support a conference call format.

- b. The Contractor shall provide Account Identification Pin(s) for authorized users to use when making the service request. This pin(s) and any additional gathered information will help the Contractor to track where the call originates from (see Task 4).
- c. The Contractor must provide users with access to an interpreter within one (1) minute of receiving the call for OPI services in order to communicate with LEP individuals in California.
- d. The Contractor shall ensure that, subject to any limitations of CDPR's or the CACs' current telephone systems, calls that require transferring to another office line are successfully transferred so that the customer caller and interpreter remain on the line to communicate with the service user.
- e. The contractor shall comply with all §504 & §508 of the Rehabilitation Act of 1973 (as amended) to support service users or callers with disabilities.

2. Invoicing

- a. Contractor will bill for OPI services in an aggregated itemized invoice on a monthly basis.
- b. The Contractor must begin the charge when the service user and the LEP caller successfully connect with the appropriate language interpreter.
- c. The Contractor shall not charge CDPR for calls that are connected to the incorrect language interpreter. If a language interpreter is unavailable for the requested language, the contractor may schedule an appointment time with the service user and the LEP caller.

TASK 3 – VOICEOVER RECORDINGS

A voiceover recording is the process of a voice talent narrating a message and recording this using high-quality equipment. Native-speaking voice talent should be available to record a message either directly from a script in the target language or interpret a message from a script or video in another source language (e.g., Spanish script provided for a Latin American indigenous language). The audio recording is then shared with the service user in the preferred file format. The Contractor will provide this type of voiceover recording service on an as needed basis to assist with pesticide-related messages, including but not limited to radio public service announcements, pesticide safety messages, pesticide safety educational videos. The language, length, and file format will vary depending on need.

1. Service Expectations

- a. Services shall be performed approximately one (1) to twelve (12) times per year.
- b. CDPR will provide source material (script and/or video) in the target language or in another source language (e.g., Spanish content for Indigenous Mexican languages).
- c. The Contractor will handle all casting, interpreting, recording, editing, and post-production to ensure high-quality audio recording with a native speaker of the target language.
- d. The Contractor will assign a voice talent to target the tone and style of the message towards the user's intended audience.
- e. The Contractor will provide the audio file in the preferred format of the user.

2. Scheduling and Confirming Services

- a. While CDPR shall make every attempt to notify the Contractor, by email, of required services at least ten (10) business days prior to the date voiceover services are required, CDPR may require voiceover services with as little as four (4) business days' notice.

- i. CDPR shall provide the Contractor with pertinent information, including date, format, subject matter, intended audience, final script or video, language variant, user type (county or CDPR), etc.
- b. If the Contractor receives a request for services from any other person than the Contract Representative, the Contractor shall notify the Contract Representative for authority to proceed.
- c. The Contractor shall confirm all details within two (2) business days of request. Details should include availability to perform services and any questions regarding intended tone, style, and target audience of message.
- d. If CDPR requests changes to a message within one (1) business day of confirmation, the Contractor shall not bill for extra services. If CDPR requests changes after one (1) business day of confirmation, the Contractor can bill for work that has to be redone.

3. Invoicing

- a. The Contractor may charge for interpretation services in addition to the standard recording charge if CDPR submits the source material in a language other than the target language.

TASK 4 – PROJECT MANAGEMENT SERVICES

The Contractor's Project Manager (PM) will have the responsibility of planning, coordinating, and executing interpretation and support services. The PM will coordinate with the CDPR Contract Manager on the process to provide the services to the intended users (i.e., CDPR or CAC staff). The PM or appointed designee will work with CDPR's Contract Manager to resolve all contract issues and billing disputes.

1. Kickoff Meeting

- a. Within 15 days of execution of this agreement, the Contractor and CDPR shall conduct a kickoff meeting. The purpose of the meeting is to introduce key project participants, discuss the goals and objectives of the agreement, and, if necessary, clarify any tasks associated with the services listed above.
- b. Attendees shall include Contractor staff (including, but not limited to, the project manager), the CDPR Contract Manager, and other CDPR staff associated with the execution of interpretation services.
- c. Topics for the meeting will include the purpose and process of each service the Contractor will provide, the roles and responsibilities of the Contractor and CDPR, usage metrics to be included in monthly reports, subcontracting processes, training demos, and training and outreach materials to be developed, among other topics.

2. Monthly Reports

- a. The Contractor shall prepare for and submit to the CDPR's Contract Manager a monthly report that itemizes:
 - i. OPI calls: source of call (county or CDPR unit), start time, length of conversation, length of wait time, interpreted language
 - ii. Budget: monthly and cumulative cost by user (county or CDPR), service, and overall
 - iii. Any other metrics agreed upon at the kickoff meeting.

3. On-going Support to CDPR

- a. Within 15 days of the kickoff meeting, the Contractor shall provide written training material(s) and quick reference guides for accessing all interpretation services to the CDPR Contract Manager in an editable

file format.

- b. The Contractor will be available to join a recorded training session and explain how to access interpretation services.
- c. The Contractor will be available for contract check-in meetings, as needed, with CDPR staff to discuss program progress, contract budget utilized, any concerns, and suggestions for improvement.
- d. The PM shall designate an Account Manager for any questions from service users regarding the on-demand OPI.
 - i. The Account Manager shall be available from 8:00 am – 5:00 pm PST, Monday through Friday, except state holidays at a toll-free number.
 - ii. The Account Manager shall respond to messages from the CDPR Contract Manager regarding problems with the on-demand OPI within two business hours and address complaints with resolutions within 24 business hours.
- e. The Contractor will provide customer support to CDPR for event interpretation and voiceover recordings, as needed.

Contractor Responsibilities

- 1. Contractor will maintain and provide all required and current permits, licenses, certifications, and cover costs as needed.
- 2. Contractor will ensure that any signatories for subcontracts do not have a conflict of interest as defined by Government Code section 87104.
- 3. Contractor PM will sign the CDPR Background Material Verification Form (Table A-1) the first time an interpreter provides event interpretation services through this Agreement.
- 4. Contractor will maintain proficiency in interpretation tools, equipment, and technology for both virtual and in-person settings.
- 5. Contractor's daily hours of operation must coincide with CDPR's daily hours of 8:00 a.m. - 5:00 p.m., Monday through Friday, excluding State holidays. However, CDPR understands that some business shops may operate on an alternate work schedule. CDPR will negotiate any alternate work schedule with the awarded Contractor.
- 6. Time and date to complete interpretation services will vary on each specific project but will be agreed upon in writing by CDPR and the Contractor before the start of interpretation work. Contractor's acceptance of the project will constitute agreement to comply with CDPR's deadline.
- 7. Any unacceptable product which does not meet the Acceptance Criteria or agreed upon time to complete services must be corrected and delivered to CDPR within a timeframe approved by CDPR at no additional charge.
- 8. Contractor will invoice CDPR once job is deemed complete by CDPR.
- 9. Contractor will track and report metrics about the interpretation services used, as described in Task 4.
- 10. Laws and Regulations: Contractor is required to be familiar and comply with all applicable U.S. State, and local laws. The State assumes no liability for Contractor's Violation of applicable laws, regulations, or international agreements.
- 11. The parties agree to submit to the exclusive jurisdiction of the federal and State courts located in the State of California in connection with any matters arising out of this Agreement.

12. All official communications, **except invoices**, from the Contractor to CDPR shall be directed to the attention of the CDPR Language Access Coordinator, at:

For electronic mail to: LanguageAccess@cdpr.ca.gov

By physical mail to:

California Department of Pesticide Regulation
P.O. Box 4015, MS 4D
Sacramento, CA 95812-4015
By phone to: (916) 639-0468

Acceptance Criteria

Acceptance criteria may consist of the following:

1. Interpretation equipment for events is provided as specified by CDPR.
2. Interpreters are assigned and attend events as specified by CDPR.
3. Recordings and drafts of audio deliverables are completed as specified and approved by CDPR.
4. All deliverables must be in a format as specified by CDPR, including audio files.

CDPR Responsibilities

1. CDPR staff will provide the Contractor with background materials (e.g., description of the pesticide regulatory program in California, common pesticide term equivalents).
2. CDPR staff will be available to meet and consult with the Contractor on technical and policy issues related to the project.
3. When services are required, CDPR will send the Contractor an email outlining the project and time frame needed to complete the project.
4. CDPR will provide access to business and technical documents as necessary for the Contractor to complete the tasks identified under this agreement.
5. CDPR is responsible for scheduling locations, dates and times of all events at which interpreters will be needed.
6. CDPR will provide and maintain the required license(s) for virtual and hybrid simultaneous interpretation events conducted over Zoom or similar platforms.
7. CDPR staff will electronically distribute materials (such as meeting invitations and training materials) in advance of any user trainings.
8. If services are provided during both Regular Business Hours and Evenings, payment will be made for the actual time worked in each period, at the appropriate standard hour or non-standard hour rate increment.

Table A-1

CDPR Background Material Verification Form	
Event Name: _____ Event Date _____	
Interpretation Language: _____	
By signing below, I state that I have reviewed and am familiar with the background documents related to CDPR's content areas and the Code of ethics, professional conduct, and confidentiality standards mentioned in the Contract. The background documents include the DPR Guide to Pesticide Regulation, Overview of Sustainable Pest Management, Pesticide Information for Farmworkers and Agricultural Communities, DPR pesticide term lists, and rulemaking materials, as applicable.	
First Interpreter's Name: _____	
Signature: _____	Date _____
Phone Number: _____	
Second Interpreter's Name (if applicable): _____	
Signature: _____	Date _____
Phone Number: _____	
Project Manager's Name: _____	
Signature: _____	Date _____
Phone Number: _____	

IMPORTANT: This form must be completed, signed, and submitted in advance of the first time an interpreter provides event interpretation services to CDPR through this contract. Payment will not be made until CDPR receives a signed copy of this form for each interpreter and all work meets the requirements of this contract.

ATTACHMENT A-2

CODE OF ETHICS, PROFESSIONAL CONDUCT & CONFIDENTIALITY STATEMENT

Interpreters and translators utilized by the Contractor to perform services under this contract must uphold the following standards:

A. Ethics

1. Cultural Sensitivity and Courteousness: Interpreters and translators shall be culturally competent, sensitive, and respectful of the individual(s) they serve.
2. Impartiality: Interpreters and translators shall maintain impartiality and shall not counsel, advise, or project their own personal biases or beliefs. The interpreter shall avoid distorting the message in favor of one party or the other.
3. Non-Discrimination: Interpreters and translators shall always be neutral, impartial, and unbiased. Interpreters/translators shall not discriminate based on gender, disability, race, color, national origin, age, socio-economic or educational status or religious, political or sexual orientation.
4. Conflict of Interest: Interpreters and translators shall disclose any real or perceived conflict of interest which would affect their objectivity in the delivery of services. Providing interpretation or translation services for family members or friends may violate the individual's rights to confidentiality or constitute a conflict of interest.
5. Withdrawal: Interpreters and translators, who are unable to ethically perform in a given situation, shall refuse or withdraw from the assignment without threat or retaliation.

B. Professional Conduct

1. Professional Integrity: Interpreters and translators shall demonstrate professionalism and personal integrity, including:
 - a. If the interpreter or translator believes he or she may have interpreted/translated inaccurately or incompletely, he or she will make this known and, if possible, provide corrected interpretation/translation.
 - b. If the interpreter or translator believed he or she is so impacted by the content to be interpreted/translated, that he or she becomes unable to interpret/translate accurately and completely, he or she shall inform the parties of this intent to withdraw without threat or retaliation.
2. Accuracy: Interpreters and translators shall render the message faithfully, conveying the content, spirit, and cultural context of the original message. This means the interpreter or translator shall interpret everything the speaker or document says without changing the meaning, conveying what is said and how it is said, without additions, omissions, or alterations, but with due consideration of the cultural context of both the sender and the receiver of the message.
3. Role Boundaries: Interpreters and translators shall maintain the boundaries of their professional role, refraining from personal involvement. This does not mean that an interpreter cannot be friendly or develop a rapport with the person speaking but does not represent personal involvement in their interpretation.
4. Self-Evaluation: Interpreters and translators shall accurately and completely represent their certification, education, training, and experience.
5. Personal Demeanor: Interpreters and translators shall be punctual, prepared and dressed in an appropriate manner and not distracting from the situation.
6. Inability to Perform: Interpreters and translators shall assess, at all times, their ability to interpret/translate. Should interpreters or translators have any reservations about their competency to perform in any given situation, they must immediately notify the parties and office to withdraw without threat or retaliation.

7. Professional Development and Training: Interpreters and translators shall make a reasonable effort to acquire ongoing development of their skills and knowledge through professional training, continuing, education, and interaction with colleagues, and specialist in related fields.
8. Cultural Competency: Interpreters and translators shall develop awareness of their own and other cultures in order to promote cross-cultural understanding. Interpreters and translators will strive to bridge the cultural differences between all participating parties, by seeking to minimize, and avoid potential misunderstandings based upon stereotyping and/or differing cultural practices, beliefs, or expectations. When clashing cultural beliefs or practices, a lack of linguistic equivalency, or the inability of parties to explain in their own words are encountered, the interpreter or translator may assist by sharing cultural information or helping develop an explanation that can be understood by all.
9. CDPR's Review of Voiceover Recording: Upon receipt of the audio recording from the translator, CDPR shall promptly review it, and within 30 days after receipt, shall notify the Contractor of any requested corrections or changes. The Contractor shall correct, at no additional cost to CDPR, any errors made by the Contractor.

C. Confidentiality

1. Interpreters and translators shall not divulge any information learned in the performance of professional duties. This includes any documents or other written material.
2. Confidentiality is to be maintained in all situations, except when legally mandated to disclose information in specific situations such as child abuse, elder abuse, a person threatening to harm their self or others, or where the interpreter/translator determines to the best of their ability, that non-disclosure may result in harm.
3. Disclosure: Interpreters and translators shall not publicly discuss, report, or offer an opinion concerning matters in which they are or have been engaged, even when the information is not privileged by law to be confidential.

D. Compliance

1. Violations of the above standards may result in the disqualification of an interpreter or translator and termination of the contract.

B) Bidder Minimum Qualifications

Bidders not meeting the following minimum qualifications will be disqualified:

1. The bidder must have at least five (5) years' experience providing interpretation services.
2. Cover Letter that includes:
 - a. The full legal name of Offeror's organization or firm, mailing address, and telephone number signed by the authorized officer of the company or firm who has legal and binding authority.
 - b. The name and telephone number for the Offeror's contact person for this Offer.
3. The offeror's "Statement of Work" responds to the State's Scope of Work and will be used to evaluate responsiveness to requirements. This Statement of Work response must map each task/deliverable item back to the scope of work. The response must include any additional information that the offeror deems necessary to explain how the Contractor intends to meet the State's requirements.

The Statement of Work needs to contain the following as appropriate:

- a. Overview of the required tasks and outcomes,
- b. Description of how the tasks will be performed,

- c. Work plan for each task, including sub-task description, including due data for each deliverable,
- d. Samples of work from other projects, or outlines of what deliverables are proposed for the required Tasks,
- e. Organization chart that identifies the proposed contract team,
- f. Resumes for each identified member of the contract team, detailing experience meeting the State's requirements

C) Bid Requirements and Information

This section contains instructions for the organization and timely submission of your bid. It also contains the bid requirements and other important information crucial for submittal of a responsive bid. It is the responsibility of the bidder to carefully read and follow all bid requirements within this Invitation for Bid (IFB). Compliance with the IFB instructions is mandatory for your bid to be considered for award. Failure to comply with the IFB instructions will cause your bid to be deemed non-compliant and non-responsive, thus, ineligible for award.

Please read and carefully follow the instructions listed in the following sections. The instructions are separated by category, each with its own requirements and necessary information for submission of a timely and responsive bid. All requirements and specifications in the IFB must be responded to, and all requested data must be supplied for a bid to be considered responsive.

1) Key Action Dates

Below is the time schedule for this IFB. CDPR reserves the right to modify the IFB and/or change the date and time at its sole discretion, prior to the date fixed for submission of bids, by the issuance of an addendum.

Event	Date and Time
1. IFB Available to Prospective Bidders	Monday, June 8, 2026
2. Deadline for Bidder Questions	Monday, June 15, 2026, at 2:00 PM
3. CDPR Response to Questions	Monday, June 22, 2026, at 2:00 PM
4. Deadline for Bid Submission	Monday, June 29, 2026, at 2:00 PM
5. Public Bid Opening	Tuesday, June 30, 2026, at 11:00 AM
6. Estimated Contract Start Date	Tuesday, September 1, 2026

Questions regarding this IFB must be submitted in writing by **June 15, 2026**.

Written questions must include the individual's name, firm name, complete address, and must reference **IFB 26-C0019**. Questions must be sent to the following email:

Email: ContractsUnit@CDPR.ca.gov

Written responses to all questions will be collectively compiled and posted as an Addendum to the Cal eProcure website [CalEprocure/Events](#). It is the responsibility of the Bidder to access the website for any changes or addenda that may be posted. Refer to **Key Action Dates**, for the schedule of events.

The estimated start date shall not be considered as the actual start date of the contract. No work shall begin until all required approvals and signatures are obtained.

2) Submission of Bid

All bids must be submitted and received by CDPR by the dates and times shown in the **Key Action Dates**, file size cannot exceed 50 Megabytes (MB).

All attachments **MUST** be submitted in ONE email.

All attachments must be combined into one PDF document and labeled **IFB 26-C0019 [Insert Vendor Name] Bid**.

IFB documents **MUST** be submitted to CDPR electronically (by email) to the contract analyst listed below:

Christina Lopez
ContractsUnit@cdpr.ca.gov

All bids shall include the documents identified in Attachment 1 – Required Attachments Checklist. Bids that do not include the required documents and/or attachments shall be deemed non-responsive. A non-responsive bid is one that does not meet the basic bid requirements.

3) Bid Submission Withdrawal

A bidder may modify a bid after its submission by withdrawing the original bid and resubmitting a new bid prior to the bid submission deadline. Bidder modifications offered in any other manner, oral or written, will not be considered.

A bidder may withdraw its bid by submitting a written withdrawal request to the State, signed by the bidder or an authorized agent. A bidder may thereafter submit a new bid prior to the bid submission deadline. Bids may not be withdrawn without cause subsequent to bid submission deadline.

4) Bidder Responsibilities

Before submitting a response to this solicitation, bidders should review, correct all errors, and confirm compliance with the IFB requirements.

Costs incurred for developing bids and in anticipation of award of the agreement are entirely the responsibility of the bidder and shall not be charged to the State of California.

Note to Bidders: It is the sole responsibility of the Bidder to contact the Contract Analyst listed for this IFB to verify receipt of the submitted IFB documents.

Prior to submission of bid, bidder shall examine any specifications and instructions or other materials required and included in the bid package to ensure that they meet all the requirements stated in this IFB.

It is the **bidder's responsibility** to promptly notify the CDPR Contract Analyst identified in the solicitation, by email, if the bidder believes that the solicitation is unfairly restrictive, contains errors or conflicting language, or needs clarification. Such notification must be submitted no later than 72 hours prior to bid opening date and time. All such correspondence received after the 72-hour deadline will not be considered and deemed ineligible for review and/or response from CDPR.

Bidder must complete and submit Quotation Sheet, Attachment 4. Submission of this attachment is mandatory. Failure to fully complete and return attachment with your bid will cause your bid to be rejected and deemed non-responsive.

Bidder must complete and submit to CDPR, the Payee Data Record (STD 204), Attachment 12, to determine if the selected bidder is subject to State income tax withholding, pursuant to California Revenue and Taxation Code, Section 18662. This form can be found on the Internet at www.osp.dgs.ca.gov under the "forms" link. Contract payment cannot be made unless a completed STD 204 has been returned to CDPR.

Bidder is responsible for reviewing, reading, understanding, and complying in full with the State's General Terms and Conditions along with the Contractor Certification Clauses (CCC) at <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>. The bidder must sign and return the CCCs, Attachment 10, with the bid package.

The bidder must be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Agreement.

The bidder must own and operate a legitimate business. If required by law, the bidder must be registered in the State of California to operate said business in the State and be in good standing with the Secretary of State prior to date of contract award. Evidence of registration shall be submitted with the bid.

In the event that any license(s) and/or permit(s) expires at any time during the term of this agreement, bidder agrees to provide agency a copy of the renewed license(s) and/or permit(s) within 30 days following the expiration date. In the event the bidder fails to keep in effect at all times all required license(s) and permit(s), the State may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

The awarding agency may modify the IFB prior to the date fixed for submission of bids by the issuance of an addendum to all parties who received a bid package.

The awarding agency reserves the right to reject all bids. The agency is not required to award an agreement.

Where applicable, bidder should carefully examine work sites and specifications. Bidder shall investigate conditions, character, and quality of surface or subsurface materials or obstacles that might be encountered. No additions or increases to the agreement amount will be made due to a lack of careful examination of work sites and specifications.

The State does not accept alternate contract language from a prospective contractor. A bid with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions (GTC) are not negotiable.

No oral understanding or agreement shall be binding on either party.

5) General Requirements

1. Insurance Requirements

The winning bidder must provide insurance and endorsements as described in the Draft Standard Agreement, Exhibit E, Additional Provisions.

2. Subcontracts/Subcontractors

If subcontractors are to be used, the bidder must include the description of each person or firm and the work to be done by each subcontractor in Attachment 7, Bidder Declaration. Subcontractors, if there are any, must be identified and their qualifications.

6) Bid Rejection

Bids must be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and will cause a bid to be rejected.

Bids must be completed in all respects as required by the IFB. A bid will be rejected if it is conditional or incomplete.

CDPR is not required to award an agreement. Each bid will be checked in detail to determine its compliance with the IFB requirements. If a bid fails to meet any IFB requirements, CDPR will determine if the deviation is material; a material deviation will cause rejection of the bid. A non-material deviation

(errors in mathematical computation, spelling, etc.) will be examined to determine if the deviation is acceptable. If accepted, the bid will be processed as if no deviation had occurred.

Bids that contain false or misleading statements will be rejected. If, in the opinion of the State, such information was intended to mislead the State in its evaluation of the bid, and the attribute, condition, or capability is a requirement of this IFB, it will be the basis for rejection of the bid.

Bids received past the date and time specified in **Key Action Dates**, will be deemed non-responsive and rejected. Under no circumstances will any bids be accepted past the date and time stated in the table. All such bids received past the date and time will not be accepted.

7) Signature

An individual who is authorized to bind the bidder contractually shall sign the Bid/Bidder Certification Sheet, Attachment 2. The signature should indicate the title or position that the individual holds in the firm. An unsigned bid may be rejected.

All documents requiring a signature must bear an original or electronic signature of a person authorized to bind the Bidder's firm.

5) Evaluation and Selection

Qualified bids will be opened publicly and read via a TEAM'S link*. You may participate using the link provided below at the time set in **Key Action Dates**.

Join: <https://teams.microsoft.com/meet/245393179423918?p=VhJK5JrOJO0txYoS2M>

Meeting ID: 245 393 179 423 918

Passcode: xX9K3Z8f

Dial in by phone

[+1 916-306-5633](tel:+19163065633), [736149508#](tel:+19163065633) United States, Sacramento

[Find a local number](#)

Phone conference ID: 736 149 508#

Join on a video conferencing device

Tenant key: cdpr@m.webex.com

Video ID: 118 033 529 0

[More info](#)

***Please note that the bid opening via TEAMS will be visual only with no opportunity for questions and answers.**

A vendor's bid must constitute an irrevocable offer for a period of at least 90 days following the scheduled date for contract award and execution.

CDPR will put each bid through an administrative evaluation process pursuant to the published requirements to determine the bidder's responsiveness to the IFB.

4) Disposition of Bids

Upon bid opening, all original documents submitted in response to this IFB will become the property of the State of California and CDPR and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.).

5) Award and Protest

Award if made will be to the lowest responsive responsible bidder.

Whenever a contract is awarded under a procedure which provides for competitive bidding, but the contract is not being awarded to the lowest bidder, the low bidder must be notified by email five (5) working days prior to the award of the contract.

Bidders may protest the proposed award(s) by filing a notice of protest with the CDPR and the Department of General Services (DGS), Office of Legal Services (OLS).

Protest notices should contain full contact information, including an email address, and must be filed with:

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

California Department of Pesticide Regulation
Attn: Contracts Unit
1001 I Street, MS-4A
Sacramento, CA 95814
Fax 916.445.6845
Email contractsunit@cdpr.ca.gov

Within five (5) days after filing the initial protest, the protesting bidder shall file with the Department of General Services and CDPR a detailed written statement specifying the grounds for the protest, IFB number, the name of the agency and the agency contract person.

The Agreement(s) shall not be awarded until either the protest has been withdrawn or the State has decided the matter.

Proposed contractor will receive a fully executed contract with all necessary terms and conditions and exhibits/attachments. Proposed contractor should carefully read the entire contract and be sure to sign contract and all required documents.

Such award, if made, will be made within 60 days after opening of bids, if not sooner. Contract shall be signed by bidder and returned within ten (10) working days of receipt. If lowest responsive, responsible bidder refuses or fails to execute the contract, CDPR may award the contract to the next lowest responsive, responsible bidder.

8) Standard Conditions of Service

Performance shall start not later than 10 days, or on the express date set by the awarding agency 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, the awarding agency, upon five (5) days written notice to the Contractor, reserves the right to terminate the agreement. In addition, the Contractor shall be liable to the State for the difference between Contractor's bid price and the actual cost of performing work by the second lowest bidder or by another contractor.

All performance under the agreement shall be completed on or before the termination date of the agreement.

The State does not accept alternate contract language from a prospective contractor. A bid with such language may be considered a counter proposal and will be rejected. The State's General Terms and Conditions (GTC) and Contractor Certification Clauses (CCC) are not negotiable. The GTC and CCCs are included in the sample agreement attached to this package and may also be viewed at the Internet site:

<http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx> under Standard Contract Language.

The State does not negotiate rates and/or costs listed on any bid submitted.

No oral understanding or agreement shall be binding on either party. Any changes or alterations to the contract/agreement must be in writing and approved by both parties and/or Department of General Services' Office of Legal Services, if required.

9) Socio-Economic and Preference Programs

1. Disabled Veteran Business Enterprise (DVBE) Preference (Optional)

This solicitation does not require a minimum amount of Disabled Veteran Business Enterprises (DVBE) participation. However, you are strongly encouraged to either become certified, if eligible, or to subcontract a portion of the work to a certified DVBE.

If a prime bidder is a certified DVBE or commits to subcontracting with DVBE(s), it may be eligible to receive an incentive provided that the DVBE provides a commercially useful function as defined in California Code of Regulations, Title 2, Section 1896.61(l). For evaluation purposes only, the State shall apply an incentive to bids that propose California certified DVBE participation as identified on the Bidder Declaration (GSPD-05-105), Attachment 6, and confirmed by the State.

The incentive amount varies in conjunction with the percentage of DVBE participation in accordance with the "California Disabled Veteran Business Enterprise (DVBE) Bid Incentive Instructions," Attachment 7.

Bidders must complete and return the Bidder Declaration (GSPD-05-105) and the DVBE Declaration form (STD 843) referenced in this IFB. Failure to complete and submit all required forms with the bid, that fully document and show that the DVBE requirements have been met, will cause the bid to be rejected.

2. Small Business or Microbusiness Preference (Optional)

If bidder is claiming the five percent (5%) certified Small Business or micro business preference or is committing to subcontract twenty-five percent (25%) or more of their net bid price to one of more Certified Small Businesses or microbusinesses, complete Bidder Declaration (GSPD-05-105), Attachment 6, and attach a copy of the certification.

Additional References: <http://www.pd.dgs.ca.gov>

Questions regarding the certification approval process or the Small Business program should be directed to the Department of General Services, Procurement Division at (800) 559-5529 or (916) 375-4940. For the 24-Hour Recording & Mail Request call (916) 322-5060.

Small business or micro business bidders or bidders using the non-small business preference shall be granted a preference consisting of five percent (5%) of the bid price of the lowest responsive, responsible bidder that is not a small business.

3. Non-Small Business Preference

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

To locate potential small business sub-contractors, visit <https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx?psNewWin=true>. Ensure "Micro Business (MB)" and "Small Business (SB)" are selected. Search by "Keywords" or "United Nations Standard Products and Services Codes (UNSPSC)" that apply to the elements of work you desire to subcontract to a small business.

Prime contractors wishing to subcontract to a small business may also check for subcontractor advertisements in the California State Contracts Register (CSCR) for this solicitation prior to the bid due date. The CSCR can be accessed here: <https://caleprocure.ca.gov/pages/Events-BS3/event-search.aspx>.

4. Commercially Useful Function

“Commercially useful function” is defined as a person or entity doing all of the following: 1) Is responsible for the execution of a distinct element of the work of the contract (including the supplying of services and goods); 2) Carries out its obligation by actually performing, managing or supervising the work involved; 3) Performs work that is normal for its business services and functions; 4) Is responsible, with respect to products, inventories, materials, and supplies required for the contract, for negotiating price, determining quality and quantity, ordering, installing, if applicable, and making payment; and 5) Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices. (Tit. 2 CCR § 1896.71(b).)

It is not a “commercially useful function” if the DVBEs role is limited to that of an extra participant in a transaction, contract or project through which funds are passed in order to obtain the appearance of DVBE participation. (Mil. & Vet. Code § 999(b)(5)(B); Tit. 2 CCR § 1896.71(c).)

5. Target Area Contract Preference Act (TACPA)

This solicitation provides for the optional TACPA preference. Bidders are not required to apply for this preference. Denial of the TACPA preference request is not a basis for rejection of the bid/offer.

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

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

9) Executive Order N-6-22 Russian Sanctions

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

10) Darfur Contracting Act Certification

Public Contract Code Sections 10475-10481 applies to any company that currently or within the previous three years has conducted business activities or other operations outside of the United States. For any contractor that submits a bid or proposal, the contractor must certify that it is either 1) not a scrutinized company; or 2) a scrutinized company that has been granted permission by the Department of General Services. This form must be completed and submitted with your bid. See Darfur Contracting Act Certification, Attachment 9.

11) Generative Artificial Intelligence (GenAI)

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

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

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

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

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

D) Required Attachments

Refer to *Attachment 1* for the Required Attachments that are a part of this IFB.

ATTACHMENT 1

REQUIRED ATTACHMENT CHECK LIST

A complete bid or bid package 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 returned. This checklist should be returned with your bid package also.

<u>Attachment</u>	<u>Attachment Name/Description</u>
_____ Attachment 1	Required Attachment Checklist
_____ Attachment 2	Bid/Bidder Certification Sheet
_____ Attachment 3	Quotation Sheet
_____ Attachment 4	Acknowledgement/Authorization
_____ Attachment 5	Bidder Declaration and instructions
_____ Attachment 6	DVBE Participation Forms and Instructions (Informational Only)*
_____ Attachment 7	Commercially Useful Function (CUF) Questionnaire*
_____ Attachment 8	Darfur Contract Act
_____ Attachment 9	California Civil Rights Laws Certification (Ams 701)
_____ Attachment 10	Contractor Certification Clauses
_____ Attachment 11	Payee Data Record (STD 204)

*If applicable

ATTACHMENT 2
BID/BIDDER CERTIFICATION SHEET

This Bid/Bidder Certification Sheet must be signed and returned along with all the "required attachments" as an entire package with original signatures. The bid must be submitted via electronic email. Faxed, hand delivered and mailed bids will not be accepted in accordance with IFB instructions.

Do not return Section C, Bid Requirements and Information (pages 17 through 24) nor the "Sample Contract".

- A. Our all-inclusive bid is submitted as detailed in Attachment 3, Bid Sheet.**
- B. All required attachments are included with this certification sheet.
- C. I have read and understand the DVBE participation requirements and have included documentation demonstrating that I have met the participation goals if goals are included. If applicable.
- D. The signature affixed hereon and dated certifies compliance with all the requirements of this bid document. The signature below authorizes the verification of this certification.

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

1. Company Name	2. Telephone Number ()	2a. Fax Number ()		
3. Address				
Indicate your organization type:				
4. ☐ Sole Proprietorship	5. ☐ Partnership	6. ☐ Corporation		
Indicate the applicable employee and/or corporation number:				
7. Federal Employee ID No. (FEIN)	8. California Corporation No.			
9. Indicate applicable license and/or certification information:				
10. Bidder's Name (Print)		11. Title		
12. Signature		13. Date		
14. Are you certified with the Department of General Services, Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS) as: <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top; border-right: 1px solid black; padding-right: 10px;"> a. California Small Business Yes ☐ No ☐ If yes, enter certification number: _____ </td> <td style="width: 50%; vertical-align: top; padding-left: 10px;"> b. Disabled Veteran Business Enterprise Yes ☐ No ☐ If yes, enter your service code below: _____ </td> </tr> </table> NOTE: A copy of your Certification is required to be included if either of the above items is checked "Yes". Date application was submitted to OSDS, if an application is pending:			a. California Small Business Yes ☐ No ☐ If yes, enter certification number: _____	b. Disabled Veteran Business Enterprise Yes ☐ No ☐ If yes, enter your service code below: _____
a. California Small Business Yes ☐ No ☐ If yes, enter certification number: _____	b. Disabled Veteran Business Enterprise Yes ☐ No ☐ If yes, enter your service code below: _____			

ATTACHMENT 2 (CONTINUED)

Completion Instructions for Bid/Bidder Certification Sheet

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

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

**ATTACHMENT 3
QUOTATION SHEET**

Simultaneous Event Interpretation:

Standard interpretation charges (Price Per Hour)	Price Per Hour
Between English and Spanish	\$
Between English and Other Languages	\$
Total Price Per Hour	\$

Certified interpretation charges (Price Per Hour)	Price Per Hour
Between English and Spanish	\$
Between English and Other Languages	\$
Total Price Per Hour	\$

Interpretation Equipment (Price Per Unit)	Price Per Unit
Portable Transmitter with Microphone	\$
Headsets with Sound and Channel Receivers	\$
High-quality Shielded Aux Cable	\$
Interpreter Console with number of headsets requested	\$
Interpreter Isolation Booth	\$
Total Price Per Unit	\$

Additional Tasks	Cost
Rush fee for equipment (flat rate)	\$
Equipment Coordination Calls (price per hour)	\$
Review of background and technical documents (price per hour)	\$

ATTACHMENT 3 (CONTINUED)

On-demand Over the Phone Interpretation:

Standard Interpretation charge (price per minute)	Price Per Minute
Between English and Spanish	\$
Between English and Other Languages	\$
Total Price Per Minute	\$

Voiceover Recording:

Standard recording charge (price per minute)	Price Per Minute
English	\$
Spanish	\$
Other Languages	\$
Total Price Per Minute	\$

Standard interpretation charges (price per minute)	Price Per Minute
Between English and Spanish	\$
Between Spanish and Mixteco	\$
Between English and Other Languages	\$
Between Spanish and Other Languages	\$
Total Price Per Minute	\$

Additional Tasks	Cost
Casting, editing, and post-production charges (fixed cost)	\$
Review of background and technical documents (price per hour)	\$
Total Cost Subtotal	\$

Project Management Services (Fixed Cost)	Cost
	\$

ATTACHMENT 4

Acknowledgement/Authorization

The undersigned acknowledges the submittal of this Quotation constitutes an irrevocable offer for a ninety (90) day period for DPR to award an Agreement. Additional acknowledgement is made of receipt of all competitive documents, including Addenda, relating to this Agreement.

The undersigned acknowledges that the Bidder has read all of the requirements set forth in DPR documents and will comply with said provisions.

The undersigned hereby authorizes and requests any person, firm, agency, or corporation to furnish any information requested by DPR in verification of the recitals comprising this Quotation and also hereby authorizes DPR to contact such persons, firms, etc., in order to obtain information regarding the undersigned.

The undersigned acknowledges that there are no potential conflicts of interest, as defined in Public Contract Code (PCC) 10410, 10411, and Government Code (GC) 87100, by the submitting firm and/or any Sub-Contractors listed in the Quote.

I declare under penalty of perjury that the foregoing is true and correct.

Name & Title of
Authorized
Representative:

Contractor Name:

Address:

Telephone #:

City, State Zip:

Email:

Signature of Authorized
Representative:

Date Signed:

ATTACHMENT 5
Bidder Declaration

The GSPD-05-105 can be found at: <http://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd05-105.pdf>

Bidders must complete the Bidder Declaration and include it with their response. When completing the declaration, bidders must identify all sub-contractors proposed for participation in the contract. Bidders awarded a contract are contractually obligated to use the sub-contractors indicated in the Bidder Declaration for requested services unless CDPR agrees to a substitution via amendment to the Contract.

ATTACHMENT 6
**DVBE DECLARATION AND
INSTRUCTIONS**

The STD 843 can be found at: https://www.documents.dgs.ca.gov/dgs/fmc/gp/pd/pd_843.pdf.

Proposers must complete the DVBE Declaration when a DVBE Contractor or Subcontractor will provide materials, supplies, services or equipment (Military and Veterans Code Section 999.2). Violations are misdemeanors and punishable by imprisonment or fine and violators are liable for civil penalties. All signatures are made under penalty of perjury.

AUTHORITY. The Disabled Veteran Business Enterprise (DVBE) Participation Goal Program for State contracts is established in Public Contract Code (PCC), §10115 et seq., Military and Veterans Code (MVC), §999 et seq., and California Code of Regulations (CCR), Title 2, §1896.60 et seq. **Recent legislation has modified the program significantly in that a bidder may no longer demonstrate compliance with program requirements by performing a "good faith effort" (GFE).**

This solicitation does not include a minimum DVBE participation percentage or goal.

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

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

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

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

INTRODUCTION. Bidders must document DVBE participation commitment by completing and submitting a Bidder Declaration, GSPD-05-105, (located elsewhere within the solicitation document). Bids or proposals (hereafter called "bids") that **fail to submit the required form to confirm the level of DVBE participation will not be eligible to receive the DVBE incentive.**

Information submitted by the intended awardee to claim the DVBE incentive(s) will be verified by the State. If evidence of an alleged violation is found during the verification process, the State shall initiate an investigation, in accordance with the requirements of the PCC §10115, et seq., and MVC §999 et seq., and follow the investigatory procedures required by the 2 CCR

§1896.80. Contractors found to be in violation of certain provisions may be subject to loss of certification, penalties and/or contract termination.

Only State of California, Office of Small Business and DVBE Services (OSDS), certified DVBEs (hereafter called "DVBE") who perform a commercially useful function relevant to this solicitation, may be used to qualify for a DVBE incentive(s). The criteria and definition for performing a commercially useful function are contained herein on the page entitled **Resources & Information**. Bidders are to verify each DVBE subcontractor's certification with OSDS to ensure DVBE eligibility.

At the State's option prior to award of the contract, a written confirmation from each DVBE subcontractor identified on the Bidder Declaration must be provided. As directed by the State, the written confirmation must be signed by the bidder and/or the DVBE subcontractor(s). The written confirmation may request information that includes but is not limited to the DVBE scope of work, work to be performed by the DVBE, term of intended subcontract with the DVBE, anticipated dates the DVBE will perform required work, rate and conditions of payment, and total amount to be paid to the DVBE. If further verification is necessary, the State will obtain additional information to verify compliance with the above requirements.

THE DVBE BUSINESS UTILIZATION PLAN (SUP): DVBE BUPs are a company's commitment to expend a minimum of 3% of its total statewide contract dollars with DVBEs -- this percentage is based on all of its contracts held in California, not just those with the State. A DVBE SUP does not qualify a firm for a DVBE incentive. Bidders with a SUP, must submit a Bidders Declaration (GSPD-05-105) to confirm the DVBE participation for an element of work on this solicitation in order to claim a DVBE incentive(s).

ATTACHMENT 7
COMMERCIALLY USEFUL FUNCTION (CUF) QUESTIONNAIRE

State of California
Department of Pesticide Regulation
CUF Questionnaire
DPR- 204 (Est. 10/2017)
Page 1 of 1

COMMERCIALLY USEFUL FUNCTION (CUF) QUESTIONNAIRE

All bidders must complete the CUF Verification Form and include it with the bid responses.

This form must be completed and returned in order for the bid to be considered responsive if any of the following are involved:

- Certified SB/DVBE prime contractors who are not the direct manufacturer of the contracted goods or direct provider of contracted services and not using subcontractors
- Certified SB/DVBE prime contractors using any subcontractors
- Certified SB/DVBE subcontractors

Military and Veterans Code Section 999 and Government Code Section 14837 establish that a certified SB or DVBE must perform a "CUF". CUF is defined as a business that meets ALL of the following five requirements.

BUSINESS NAME AND INFORMATION	
VENDOR NAME:	OFFICE OF SMALL BUSINESS AND DISABLED VETERAN BUSINESS ENTERPRISE SERVICES (OSDS) CERT NUMBER: (CURRENTLY CERTIFIED FIRMS ONLY)
1. Is the applicant firm responsible for the execution of the distinct element of the work of the contract or purchase order?	Yes ☐ No ☐
2. Will the applicant firm carry out its obligation on a contract or purchase order by actually performing, managing, or supervising the work involved?	Yes ☐ No ☐
3. Will the applicant firm perform work on a contract or purchase order that is normal for its business, services and functions?	Yes ☐ No ☐
4. Does the applicant firm perform the work themselves, rather than further subcontracting a portion of the work that is greater than would be expected by normal industry practices?	Yes ☐ No ☐
5. Does this applicant firm add value by performing the work themselves, rather than being an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of SB, MB and or DVBE?	Yes ☐ No ☐

AUTHORIZING SIGNATURE (REQUIRED)

The signatory of this document must be the certified firms owner (or officer in the case of a corporation) and as such, hereby certifies under penalty of perjury under the laws of the State of California that all information provided herein is truthful and accurate.

OWNERS/OFFICER'S SIGNATURE	DATE:
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ATTACHMENT 8
DARFUR CONTRACTING ACT CERTIFICATION

State of California
Department of Pesticide Regulation
Darfur Contracting Act
DPR-049 (Rev. 1/11)
Page 1 of 1

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

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

OPTION #1 - CERTIFICATION

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

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

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

OPTION #2 – WRITTEN PERMISSION FROM DGS

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

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

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

ATTACHMENT 9
CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION (AMS 701)

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

1.CALIFORNIA CIVIL RIGHTS LAWS: For contracts executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and

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

CERTIFICATION

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

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

ATTACHMENT 10
CONTRACTOR CERTIFICATION CLAUSES

CERTIFICATION

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

<i>Contractor/Bidder Firm Name (Printed)</i>	<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in the County of</i>

CONTRACTOR CERTIFICATION CLAUSES

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

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

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

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

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

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

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

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

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

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

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the

State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

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

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

6. **SWEATFREE CODE OF CONDUCT:**

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

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

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

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

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

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

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

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

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

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

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

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

ATTACHMENT 11
PAYEE DATA RECORD

The Bidder must complete and sign the Payee Data Record (STD. 204) and include it with the Bid Submittal. The STD 204 can be found at:

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

Please note: If remittance address will be different than the mailing address on the STD 204, a STD 205 Payee Data Record Supplement must be completed and submitted with the STD 204. The STD 205 can be found at: <http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std205.pdf>.