

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

26-C0019

PURCHASING AUTHORITY NUMBER (If Applicable)

3930

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

CONTRACTING AGENCY NAME

California Department of Pesticide Regulation, hereinafter referred to as "Department". "CDPR". or "State"

CONTRACTOR NAME

TBD, hereinafter referred to as "Contractor"

2. The term of this Agreement is:

START DATE

September 1, 2026, or upon final approval, whichever comes later

THROUGH END DATE

June 30, 2028

3. The maximum amount of this Agreement is:

\$249,999.00 Two hundred forty-nine thousand nine hundred ninety-nine dollars and zero cents

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	20
Exhibit B	Budget Detail and Payment Provisions	3
Exhibit C	General Terms and Conditions (GTC 02/2025)	6
+ - + - Exhibit D	Special Terms and Conditions	7
+ - Exhibit E	Additional Provisions	2

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

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

TBD

CONTRACTOR BUSINESS ADDRESS

CITY

STATE

ZIP

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

26-C0019

PURCHASING AUTHORITY NUMBER (If Applicable)

3930

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Pesticide Regulation

CONTRACTING AGENCY ADDRESS

1001 I Street

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Christina Bugai

TITLE

Deputy Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

EXHIBIT A
STANDARD AGREEMENT

SCOPE OF WORK

1. The (Name of Contractor), hereinafter referred to as contractor agrees to provide the following services:
2. This Agreement will commence on the start date September 1, 2026 as presented herein or upon 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 notice to proceed by the Contract Manager. This Agreement shall expire on June 30, 2028. The parties may amend this agreement as permitted by law.
3. All inquiries during the term of this Agreement will be directed to the project representatives listed below:

California Department of Pesticide Regulation (CDPR)	Contractor: TBD
Section/Unit: Executive Office - Environmental Justice and Equity	Section/Unit:
Contract Manager: Jenalyn Guzman	Project Manager:
Address: 1001 I Street Sacramento, CA 95814	Address:
Bus. Phone No.: (916) 767-8072	Bus. Phone No.:
Email: Jenalyn.Guzman@cdpr.ca.gov	Email:

The project representatives during the term of this Agreement may be changed by mutual written agreement of the parties without the necessity of an amendment to the Agreement.

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.

EXHIBIT A
STANDARD AGREEMENT

- 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

EXHIBIT A
STANDARD AGREEMENT

- 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->

EXHIBIT A
STANDARD AGREEMENT

[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 Attachment A-2.

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 5P.M. on Saturdays.
- d. Upon the request of CDPR's Contract Manager, the Contractor shall be prepared to

EXHIBIT A
STANDARD AGREEMENT

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

EXHIBIT A
STANDARD AGREEMENT

background material listed above in "Familiarity with CDPR content areas" and the Code of ethics, professional conduct, and confidentiality standards in Attachment A-

- 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

EXHIBIT A
STANDARD AGREEMENT

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

EXHIBIT A
STANDARD AGREEMENT

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

EXHIBIT A
STANDARD AGREEMENT

- 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

EXHIBIT A
STANDARD AGREEMENT

- 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

EXHIBIT A
STANDARD AGREEMENT

- 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,

EXHIBIT A
STANDARD AGREEMENT

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.

EXHIBIT A
STANDARD AGREEMENT

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.

EXHIBIT A
STANDARD AGREEMENT

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

EXHIBIT A
STANDARD AGREEMENT

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.

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

EXHIBIT A
STANDARD AGREEMENT

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.

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.

EXHIBIT A
STANDARD AGREEMENT

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.	

EXHIBIT A
STANDARD AGREEMENT

Attachment A-2
CODE OF ETHICS, PROFESSIONAL CONDUCT & CONFIDENTIALITY STATEMENT

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.

EXHIBIT A
STANDARD AGREEMENT

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 Translation:** Upon receipt of the translation from the translator, CDPR shall promptly review it, and within 30 days after receipt, shall notify the translator of any requested corrections or changes. The translator shall correct, at no additional cost to CDPR, any errors made by the translator.

EXHIBIT A
STANDARD AGREEMENT

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.

EXHIBIT B
STANDARD AGREEMENT

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing

- A. In no event shall the Contractor request reimbursement from the State for obligations entered into or for costs incurred prior to the commencement date or after the expiration of this Agreement.
- B. For services satisfactorily rendered and approved by the Contract Manager and upon receipt and approval of the invoices, CDPR agrees to compensate Contractor for actual allowable costs incurred as specified herein and in accordance with the rates specified herein or attached hereto. Incomplete or disputed invoices shall be returned to Contractor, unpaid, for correction.
- C. Invoices will include the Agreement Number #26-C0019:

California Department of Pesticide Regulation
Attn: Accounts Payable
Accounts_Payable@cdpr.ca.gov

- D. All invoices shall contain the name of the Contractor, the Contractor's address as specified on the first page of this Agreement (Std 213), the Agreement number 26-C0019, the date of the invoice, the Contractor's invoice number, the invoice period, and a description of the services provided.

2. Budget Contingency Clause

- A. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional or legislative appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the California State Legislature for the current year and/or any subsequent years covered under this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress or the California State Legislature which may affect the provisions, terms or funding of this Agreement in any manner.
- C. If funding for any fiscal year is not appropriated, reduced or deleted by the United States Government or the California State Legislature for purposes of this program,

EXHIBIT B
STANDARD AGREEMENT

CDPR shall have the option to either cancel this Agreement with no liability occurring to CDPR, or offer an Agreement Amendment to Contractor to reflect the reduced amount.

3. Payment

- A. Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927-927.13.
- B. Contractor will be reimbursed for direct costs, other than salary costs, that are identified in the Contractor's rates.
- C. Contractor will bill in arrears for costs incurred during the billing period. If applicable, salary costs will be itemized and billed by position classification. Documentation supporting specific salary costs will be presented if requested by CDPR. Non-wage costs will be billed, in summary, according to general expense categories. A detailed report of transactions will support the billing. Individual expenditures exceeding \$500.00 will be supported by a photocopy of the original documentation. Documentation in support of expenditures less than \$500.00 will be presented if requested by CDPR.
- D. Transportation and subsistence costs shall not exceed rates authorized to be paid non-represented state employees under current State Department of Personnel Administration rules. The rules can be viewed at:
<http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>.

4. Rates

Attachment B – Quotation Sheet will be included here upon contract award.

5. Cost Limitation

- A. The total amount of this Agreement shall not exceed \$ 249,999.00.
- B. It is understood and agreed that this total is an estimate and that CDPR will pay for only those services actually rendered as authorized by the CDPR Contract Manager or their designee.

6. Travel Allowance and Reimbursements

- A. Each item of travel expense claimed in the amount of \$25 or more must be substantiated by a receipt, except for the following:
 - 1. Receipts for street car, ferry fares, bridges and road tolls, local rapid transit system, taxi, shuttle or hotel bus fares, and parking fees are not required for \$10 or less for each continuous period of parking or each separate transportation expense noted in this item.
 - 2. Receipts for telephone, telegraph, tax, or other business charges related to business of \$5 or less are not required. However, claims for phone calls must also include the place and party called.
 - 3. In the absence of a receipt, reimbursement will be limited to the non-receipted item above.
- B. Meals, incidentals and lodging are to be listed individually on Travel Expense Claims rather than as a total daily allowance.
- C. In those instances where receipts are not required as substantiation (i.e. expense is less than \$25), travelers are responsible and should be advised (in the event that they are audited by the Internal Revenue Service) to retain sufficient documentation as proof that the amounts claimed do not exceed actual expenses.

EXHIBIT C
STANDARD AGREEMENT

GENERAL TERMS AND CONDITIONS (GTC 02/2025)

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT**: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT**: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT**: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION**: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. **DISPUTES**: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE**: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

EXHIBIT C
STANDARD AGREEMENT

8. **INDEPENDENT CONTRACTOR:** Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. **RECYCLING CERTIFICATION:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. **CERTIFICATION CLAUSES:** The **CONTRACTOR CERTIFICATION CLAUSES** contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

EXHIBIT C
STANDARD AGREEMENT

- 12. TIMELINESS:** Time is of the essence in this Agreement.
- 13. COMPENSATION:** The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
- 14. GOVERNING LAW:** This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
- 15. ANTITRUST CLAIMS:** The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
- A.** The Government Code Chapter on Antitrust claims contains the following definitions:
1. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
2. "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
- B.** In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
- C.** If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- D.** Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor

EXHIBIT C
STANDARD AGREEMENT

has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

1. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

- 16. UNENFORCEABLE PROVISION**: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

- 17. PRIORITY HIRING CONSIDERATIONS**: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

- 18. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS**:

- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
- b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance

EXHIBIT C
STANDARD AGREEMENT

of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

19. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

20. GENERATIVE AI DISCLOSURE OBLIGATIONS:

- a. The following terms are in addition to the defined terms and shall apply to the Contract:
 - 1) "Generative AI (GenAI)" means an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data. (Gov. Code § 11549.64.)
- b. Contractor shall immediately notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term "materially impacts" shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.
- c. Notification shall be provided to the State designee identified in this Contract.
- d. At the direction of the State, Contractor shall discontinue the provision to the State of any previously unreported GenAI that results in a material impact to the functionality of the System, risk to the State, or Contract performance, as determined by the State.
- e. If the use of previously undisclosed GenAI is approved by the State, then Contractor will update the Deliverable description, and the Parties will amend the Contract accordingly, which may include incorporating

EXHIBIT C
STANDARD AGREEMENT

the GenAI Special Provisions into the Contract, at no additional cost to the State.

- f. The State, at its sole discretion, may consider Contractor's failure to disclose or discontinue the provision or use of GenAI as described above, to constitute a material breach of Contract when such failure results in a material impact to the functionality of the System, risk to the State, or Contract performance. The State is entitled to seek any and all remedies available to it under law as a result of such breach, including but not limited to termination of the contract.

EXHIBIT D
STANDARD AGREEMENT

SPECIAL TERMS AND CONDITIONS

1. Termination

- A. Either Party reserves the right to terminate this agreement without cause upon 30 days written notice to the other Party, or immediately in the event of a material breach. In the event of termination, Contractor shall be paid for all allowable costs incurred up to the date of termination and upon receipt of the final invoice.
- B. In the event that the total Agreement amount is expended prior to the expiration date, CDPR may, at its sole discretion, terminate this Agreement with 30 days notice to contractor.

2. Termination For The Convenience Of The State

The State may terminate performance of work under this Contract for its convenience in whole or, from time to time, in part, if the Department of General Services, Deputy Director, Procurement Division, or designee, determines that a termination is in the State's interest. The Department of General Services, Deputy Director, Procurement Division, or designee shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date thereof. The parties agree that, as to the terminated portion of the Contract, the Contract shall be deemed to remain in effect until such time as the termination settlement, if any, is concluded and the Contract shall not be void.

After receipt of a Notice of Termination, and except as directed by the State, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause.

The Contractor shall:

- i. Stop work as specified in the Notice of Termination.
- ii. Place no further subcontracts for materials, services, or facilities, except as necessary to complete the continued portion of the Contract.
- iii. Terminate all subcontracts to the extent they relate to the work terminated.
- iv. Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification of which will be final for purposes of this clause.

3. Subcontracting

- A. Contractor shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted unless the subcontract(s) is identified in this Agreement.

EXHIBIT D
STANDARD AGREEMENT

- B. Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to Subcontractors.
- C. Any substitution of subcontractors must be approved in writing by the CDPR Contract Manager in advance of assigning work to a substitute subcontractor.

3. Harassment Free Workplace

The California Department of Pesticide Regulation (CDPR) is committed to providing a safe, secure environment, free from sexual misconduct. It is the policy of the Department that employees have the right to work in an environment that is free from all forms of discrimination, including sexual harassment. This policy specifically speaks to freedom from a sexually harassing act that results in the creation of an intimidating, hostile or offensive work environment or that otherwise interferes with an individual's employment or work performance. As a Contractor with CDPR, you and your staff are expected to comply with a standard of conduct that is respectful and courteous to CDPR employees and all other persons contacted during the performance of this Agreement. Sexual harassment is unacceptable, will not be tolerated; and may be cause for prohibiting some or all of the Contractor's staff from performing work under this Agreement.

4. Retention of Records/Audits

- A. For the purpose of determining compliance with Public Contract Code Section 10115, *et seq.* and Title 21, California Code of Regulations, Chapter 21, Section 2500 *et seq.*, when applicable, and other matters connected with the performance of the Agreement pursuant to Government Code Section 8546.7, the Contractor, subcontractors and the State shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from the date of final payment under the Agreement. The State, the State Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the Contractor that are pertinent to the Agreement for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.
- B. Any subcontract entered into as a result of this Agreement shall contain all the provisions of this article.

EXHIBIT D
STANDARD AGREEMENT

4. State-Owned Data - Integrity and Security

A. Contractor shall comply with the following requirements to ensure the preservation, security, and integrity of State-owned data on portable computing devices and portable electronic storage media:

1. Encrypt all State-owned data stored on portable computing devices and portable electronic storage media using government-certified Advanced Encryption Standard (AES) cipher algorithm with a 256-bit or 128-bit encryption key to protect CDPR data stored on every sector of a hard drive, including temp files, cached data, hibernation files, and even unused disk space.

Data encryption shall use cryptographic technology that has been tested and approved against exacting standards, such as FIPS 140-2 Security Requirements for Cryptographic Modules.

2. Encrypt, as described above, all State-owned data transmitted from one computing device or storage medium to another.
3. Maintain confidentiality of all State-owned data by limiting data sharing to those individuals contracted to provide services on behalf of the State, and limit use of State information assets for State purposes only.
4. Install and maintain current anti-virus software, security patches, and upgrades on all computing devices used during the course of the Agreement.
5. Notify the Contract Manager immediately of any actual or attempted violations of security of State-owned data, including lost or stolen computing devices, files, or portable electronic storage media containing State-owned data.
6. Advise the owner of the State-owned data, the agency Information Security Officer, and the agency Chief Information Officer of vulnerabilities that may present a threat to the security of State-owned data and of specific means of protecting that State-owned data.

B. Contractor shall use the State-owned data only for State purposes under this Agreement.

C. Contractor shall not transfer State-owned data to any computing system, mobile device, or desktop computer without first establishing the specifications for information integrity and security as established for the original data file(s) (SAM sec.5320.4).

EXHIBIT D
STANDARD AGREEMENT

5. Excise Tax

The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California, local sales, or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

6. Settlement of Disputes

In the event of a dispute, Contractor shall file a "Notice of Dispute" with CARS within ten (10) days of discovery of the problem. Within ten (10) days, the CARS shall meet with the Contractor and Project Manager for purposes of resolving the dispute.

Any dispute concerning a question of fact arising under the terms of this Agreement which is not disposed of within a reasonable period of time by Contractor and State employees normally responsible for the administration of this Agreement shall be brought to the attention of the Executive Officer or designated representative of each organization for resolution. The decision of the State Executive Officer or designated representative shall be final.

In the event of a dispute, the language contained within this Agreement shall prevail over any other language.

The existence of a dispute not fully resolved shall not delay Contractor to continue with the responsibilities under this Agreement which is not affected by the dispute.

7. Stop Work Order

State reserves the right to issue an order to stop work in the event that a dispute should arise, or in the event that State gives Contractor a notice that the Agreement will be terminated. The stop work order will be in effect until the dispute has been resolved or the Agreement has been terminated.

8. Amendments

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.

CDPR reserves the right to amend this Agreement through a formal written amendment, signed by the parties, for additional time and/or funding.

9. Americans With Disabilities Act

Contractor assures the State that Contractor complies with the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq).

EXHIBIT D
STANDARD AGREEMENT

10. National Labor Relations Board Certification

Contractor swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two- year period because of the Contractor's failure to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with, PCC section 10296.

11. Sweatfree Code Of Conduct

- a. Contractor declares 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 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. Contractor further declares under penalty of perjury that they adhere to the Sweat free Code of Conduct as set forth on the California Department of Industrial Relations website located at <http://www.dir.ca.gov/>, and PCC section 6108.
- b. Contractor agrees to cooperate fully in providing reasonable access to its records, documents, agents or employees, or premises if reasonably required by authorized officials of the State, the Department of Industrial Relations, or the Department of Justice to determine Contractor's compliance with the requirements under paragraph (a).

12. Drug Free Workplace Certification

The Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug Free Workplace Act of 1990 (GC section 8350 et seq.) 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, as required by GC section 8355(a).
- b. Establish a Drug Free Awareness Program as required by GC section 8355(b) to inform employees about all the following:
 - i. the dangers of drug abuse in the workplace.
 - ii. the person's or organization's policy of maintaining a drug free workplace.
 - iii. any available counseling, rehabilitation and employee assistance programs; and,

EXHIBIT D
STANDARD AGREEMENT

- iv. penalties that may be imposed upon employees for drug abuse violations.
- c. Provide, as required by GC section 8355(c), that every employee who works on the proposed or resulting Contract:
 - i. will receive a copy of the company's drug free policy statement; and,
 - ii. will agree to abide by the terms of the company's statement as a condition of employment on the Contract.

13. Domestic Partners

For contracts over \$100,000 executed or amended after January 1, 2007, the Contractor certifies that the Contractor is in compliance with PCC section 10295.3.

14. Electronic Waste Recycling Act Of 2003

The Contractor certifies that it complies with the requirements of the Electronic Waste Recycling Act of 2003, Chapter 8.5, Part 3 of Division 30, commencing with section 42460 of the PRC, relating to hazardous and solid waste. Contractor shall maintain documentation and provide reasonable access to its records and documents that evidence compliance.

15. Four-Digit Date Compliance

Contractor warrants that it will provide only Four Digit Date Compliant (as defined below) Deliverables and/or services to the State. "Four Digit Date Compliant" Deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries. This warranty and representation are subject to the warranty terms and conditions of this Contract and does not limit the generality of warranty obligations set forth elsewhere herein.

16. Covenant Against Gratuities

The Contractor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the State with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the State shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the State in procuring on the open market any items which Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the State provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity.

EXHIBIT D
STANDARD AGREEMENT

17. Expatriate Corporations

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of PCC section 10286 and 10286.1 and is eligible to contract with the State.

EXHIBIT E
STANDARD AGREEMENT

ADDITIONAL PROVISIONS

1. Ownership of Work Product and Rights

- A. The Contractor agrees that all work performed or furnished under this contract including, but not limited to, digital files, drawings, art work, illustrations, mechanicals, original photography and videography, logos, original exhibit and display designs, and duplication of audiovisual materials shall become the sole property of the State of California. Upon delivery by the Contractor, CDPR shall become the sole owner of all materials or products provided under this agreement and shall be entitled to all rights of ownership including, but not limited to, unlimited use of such materials and products. The Contractor shall provide to CDPR all electronic files supporting and final artwork (including fonts) upon completion of the project. The Contractor agrees to relinquish the right to copyright any material supplied or used in the agreement or assert any form of ownership.
- B. Should the Contractor deliver a product encumbered by copyright or claim of ownership, the Contractor shall be considered in breach of the contract; the product deemed unfit for its intended purpose; and the State shall be under no obligation to pay for services rendered or expenses incurred by the Contractor in the performance of this agreement.

2. Equipment Purchases

- A. Except as provided in Exhibit B, Contractor shall not use state funds allocated under the agreement to purchase equipment. As used in this paragraph, "equipment" means an article of nonexpendable, tangible personal property, including furniture, having a useful life of at least 1 year and a unit acquisition cost of at least \$5,000.00.

6. Contractor Evaluation

The Contractor is hereby notified that its performance under this Agreement shall be evaluated within 30 calendar days following the Expiration of this Agreement. The evaluation may include statements on the adequacy of the service or the product, whether the service was satisfactory, whether the service or the product was provided or completed within the time limitations, reasons for time or cost overruns, whether the product is operational or being utilized by the State, and/or the State plans for implementation, and the State's general impression as to the competency of the Contractor and its staff. The evaluation shall be filed in the State's official Contractor Evaluation File.

7. Insurance Requirements

- A. Coverage needs to be in force for complete term of contract. If insurance expires during the term of the contract, a new certificate must be received by the State at

EXHIBIT E
STANDARD AGREEMENT

least 10 days prior to the expiration of this insurance. This new insurance must still meet the terms of the original contract.

- B. Insurance policies shall contain a provision that states that coverage will not be cancelled without 30 days prior written notice to the State.
- C. Any insurance required to be carried shall be primary, and not excess, to any other insurance carried by the State.
- D. Contractor shall maintain general liability with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the contractor's limit of liability.
- E. Contractor shall maintain motor vehicle liability with limits of not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles.
- F. Contractor shall maintain statutory workers' compensation and employer's liability coverage for all its employees who will be engaged in the performance of the contract, including special coverage extensions where applicable. Employer's liability limits of \$1,000,000 shall be required.
- G. The policy must include the State of California, its officers, agents, employees and servants as additional insured's, but only insofar as the operations under the contract are concerned.