

**California Air Resources Board
Translation and Interpretation Services
Agreement No. 26EO001
Small Business Request for Quote**

June 15, 2026

The California Air Resources Board (CARB) is soliciting price quotes from California Certified Small Businesses for Translation and Interpretation Services for CARB's Board Hearings/Meetings, Workshops, Conferences, Administrative Hearings, and Interviews.

Please see **Attachment 15, Sample Agreement (STD 213)**, for more details.

Please submit your price quote via email to: cayla.gray-borghese@arb.ca.gov with a CC to carmen.padilla@arb.ca.gov by **July 8, 2026, no later than 1:00 PM Pacific Standard Time (PST)**.

Upon award of this small business price quote, the vendor shall receive a complete Agreement with detailed information for signature.

Minimum Qualifications

Bidders must provide proof of meeting minimum qualifications through certifications and a detailed summary. Bidders who do not meet the minimum qualifications may be deemed non-responsive and ineligible for award.

The following must be submitted along with all other required documents:

1. The Bidder must complete **Attachment 6, Bidder Declaration (GSPD-05-105)** and provide documentation that they are currently certified by the Department of General Services (DGS) as a Small Business (SB) or Microbusiness (MB).
2. The Bidder must have at least five (5) years' experience providing interpretation and translation services.
3. The Bidder must demonstrate the ability to meet the Interpreter / Translator requirements set forth in Exhibit A, Scope of Work.
4. The Bidder must be located in the United States of America (USA).
5. Bidder, if required by law, must be registered and be in good standing with the applicable State and local jurisdictions. This may include being registered with the State of California to operate said business in the State. Bidder must be in good standing with the Secretary of State. All businesses that must be registered with the Secretary of State or appropriate State or local jurisdiction must be registered prior to date of Agreement award. **Bidder must provide evidence therein.** Documentation must be included in **Attachment 7, Detailed Response to Minimum Qualifications**.

Bidders who do not meet the minimum qualifications may be deemed non-responsive and ineligible for award.

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

Target Area Contract Preference Act (TACPA) – Optional

1. Government Code (GC) Section 4530 (TACPA) provides that California based companies shall be granted a five percent (5%) preference whenever a state agency prepares a solicitation for services in excess of one hundred thousand dollars and zero cents (\$100,000.00). The preference(s) shall apply if the worksite is not fixed by the government agency and the Bidder can demonstrate and certify, under the penalty of perjury, that at least ninety percent (90%) of the total labor hours required to perform the services shall be performed at an identified worksite located in a distressed area (TACPA). TACPA preferences will only be applied if this procurement results in more than one (1) responsive proposal receiving a passing narrative proposal score.
2. Additional work force preferences ranging from one percent (1%) to four percent (4%) can be earned by eligible Bidders that agree to hire five percent (5%) to twenty percent (20%) of persons with a high risk of unemployment or those living in a targeted employment area or that are enterprise zone eligible to perform a specified percentage of the contract work.
3. The granting of TACPA preference cannot displace an award to a certified small business.
4. Bidders seeking TACPA preference must submit a completed STD 830 - Target Area Contract Preference Act Request
<https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std830.pdf>. Preference Request
<https://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspdp0525.pdf>
<https://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspdp0526.pdf> with their proposal. The applicable preference request form must include the following:
 - a. All appropriate certifications. (TACPA). The Bidders firm’s name and the name of all suppliers and subcontractors that will work with the Bidder to fulfill the terms of the contract along with the addresses of each of the worksite(s) and estimated labor hours;
 - b. County census tract number and block group number;

- c. Bidder's original signature; and
 - d. A checkbox marked to identify the additional one percent (1%) to four percent (4%) preference sought for hiring persons with a high risk of unemployment.
5. TACPA preference cannot be granted if:
- a. The lowest proposed cost does not equal or exceed one hundred thousand dollars and zero cents (\$100,000.00) for the entire term;
 - b. The work site or any part thereof is fixed or preset by the State;
 - c. The services involve construction or a public works project; or
 - d. A Bidder who has claimed a TACPA preference and is awarded the contract will be obligated to perform in accordance with the preference(s) requested, provided the preference was granted in obtaining the contract.
6. Firms receiving preference must:
- a. Report their labor hours to the State and reference the state contract on which the award is based for the specific reporting requirements.
7. Bidders wishing to learn more about TACPA requirements, designated work site(s) or enterprise zones in California should contact the appropriate office of the Department of General Services (DGS) at (916) 375-4940. DGS will attempt to determine TACPA eligibility within two (2) working days.

Agreement Term

The term of the Agreement shall be for twelve (12) months from the time of execution. The anticipated Agreement amount shall not exceed **Two Hundred Forty-Nine Thousand Nine Hundred Ninety-Nine Dollars and Ninety-Nine Cents (\$249,999.99)**.

Provided the Contractor has performed satisfactorily during the term of the contract, the State reserves the option to renew the Contract up to one (1) additional twelve (12) month period (i.e., one (1) year). If at the State's sole discretion, the optional year extension is granted, the State may amend the Agreement to include the additional year of services.

Scope of Work

The California Air Resources Board's (CARB) mission is to promote and protect public health, welfare, and ecological resources through the effective reduction of air pollutants while recognizing and considering the effects on the economy of the State.

Per the Dymally-Alatorre Bilingual Services Act, and in alignment with CARB's vision to address environmental justice and advance racial equity, the purpose of the services is to eliminate language barriers that prevent individuals whose primary language is not English from accessing State government services within the State of California.

The following Agreement shall ensure prompt and effective communication for the Limited English Proficient (LEP) public when conducting business with members of the public and

constituents, California State agencies, other states, the federal government, applicants, employees, and businesses.

This Agreement is to cover CARB's interpretation and translation needs for all of California and its respective counties.

Please see **Attachment 15, Sample Agreement (STD 213)** for more detail.

Key Action Dates

Below is the tentative time schedule for this Request for Quote (RFQ). CARB reserves the right to modify the RFQ 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 to all parties who received a bid package.

1. CARB reserves the right to modify or cancel in whole or part of its solicitation.
2. Clarifications to bid shall be given only in the form of addenda to all bidders.

Time Schedule	Date	Time (PST)
Request for Quote release date	06/15/2026	N/A
Deadline for Submission of Written Questions	06/24/2026	1:00 PM
Responses to Questions Posted	07/01/2026	N/A
Request for Quote Due Date	07/08/2026	1:00 PM
Estimated Contract Start Date	10/01/2026	N/A

Submittal Requirements

If your business is interested in submitting a price quote for this opportunity, mandatory submittal attachments must be delivered by electronic mail to cayla.gray-borghese@arb.ca.gov with a CC to carmen.padilla@arb.ca.gov **no later than 1:00 PM (PST) on July 8, 2026**. Price quotes received after the deadline shall not be accepted.

Thank you for your participation.
Cayla Gray-Borghese
Acquisitions Branch
cayla.gray-borghese@arb.ca.gov

Mandatory Submittal Attachments:

This email contains the following Attachments for mandatory submittal:

- Attachment 1 – Contractor Rate Sheet
- Attachment 2 – Darfur Contracting Act Certification (DGS PD 1)
- Attachment 3 – Payee Data Record (STD 204)
- Attachment 4 – Payee Data Record Supplement (STD 205) (If Applicable)
- Attachment 5 – Contractor Certification Clauses (CCC 04/2017)
- Attachment 6 – Bidder Declaration (GSPD-05-105)
 - **List percentages only. DO NOT include dollar (\$) amounts**
- Attachment 7 – Detailed Response to Minimum Qualifications
- Attachment 8 – Bidder References Form
- Attachment 9 – California Civil Rights Laws Certification (DGS OLS 04)
- Attachment 10 – Commercially Useful Function
- Attachment 11 – COVID-19 Prevention Contractor Self-Certification
- Attachment 12 – Conflict of Interest and Confidentiality Statement
- Attachment 13 – Translator / Interpreter Requirements

Reference Documents:

This RFQ contains the following Attachments for important Agreement information. These are for reference purposes only. Please **do not return** these documents with your price quote submittal.

- Attachment 14 – General Terms and Conditions (GTC 02/2025)
- Attachment 15 – Sample Agreement (STD 213)

**ATTACHMENT 1
CONTRACTOR RATE SHEET
(Mandatory Submittal)**

Submission of this attachment is mandatory. Failure to complete and return this attachment with your bid may cause your bid to be rejected and deemed non-responsive.

Please provide an all-inclusive cost for each service below. All costs must include all personnel, labor, materials, equipment, set-up, tax, travel, and any other items necessary to perform each service in accordance with **Attachment 15, Sample Agreement**. Contractor shall be paid in accordance with the rates shown below and shall remain unchanged throughout the term of the Agreement.

Rates shall be for the following:

1. Group A: Simultaneous Interpretation Services: In-Person.

Interpreting shall be conducted on-site at various locations throughout California.

2. Group B: Simultaneous Interpretation Services: Virtual/Remote.

Interpreting shall be conducted remotely/virtually for events, workshops, or meetings through Zoom or any other virtual platform of CARB's choosing.

3. Group C: Translation Services: Written translation of official CARB documents.

The rate per word shall be based on the input word count of the pre-translated document. If CARB requests translation services into a language other than one (1) of the languages listed on the cost sheet in this Agreement, the cost per words will be negotiated. The Contractor shall perform basic formatting and Americans with Disabilities Act (ADA) compliance at no additional cost. The word count will be based on actual words and does not include spaces between words. The word count will be generated from an electronic file for the English text minus duplicated text (e.g., repeated introduction, header, footer, footnotes, etc.). All documents shall remain the property of CARB.

4. Group D: Special Equipment.

Although rare, the items listed in Special Equipment (Group D) may be needed for a CARB event or workshop. CARB shall provide appropriate and timely notice to the Contractor regarding any of the special equipment needed for a CARB event.

This Contractor Rate Sheet represents the term of the Agreement and the rate of each service to be charged by the Contractor.

GROUP A	SIMULTANEOUS INTERPRETATION SERVICES (IN-PERSON) ¹	HOURLY RATE
1.	American Sign Language	\$
2.	Arabic	\$
3.	Armenian	\$
4.	Cambodian	\$
5.	Cantonese (Chinese)	\$
6.	French	\$

GROUP A	SIMULTANEOUS INTERPRETATION SERVICES (IN-PERSON)¹	HOURLY RATE
7.	Hindi	\$
8.	Hmong	\$
9.	Italian	\$
10.	Japanese	\$
11.	Korean	\$
12.	Mandarin (Chinese)	\$
13.	Pashto	\$
14.	Persian (Farsi)	\$
15.	Portuguese	\$
16.	Punjabi	\$
17.	Romanian	\$
18.	Russian	\$
19.	Serbian	\$
20.	Slovak	\$
21.	Spanish	\$
22.	Swedish	\$
23.	Tagalog	\$
24.	Thai	\$
25.	Ukrainian	\$
26.	Urdu	\$
27.	Vietnamese	\$
TOTAL GROUP A		\$

¹All rates are for Interpreter: In-Person.

GROUP B	SIMULTANEOUS INTERPRETATION SERVICES (VIRTUAL / REMOTE) ²	HOURLY RATE
1.	American Sign Language	\$
2.	Arabic	\$
3.	Armenian	\$
4.	Cambodian	\$
5.	Cantonese (Chinese)	\$
6.	French	\$
7.	Hindi	\$
8.	Hmong	\$
9.	Italian	\$
10.	Japanese	\$
11.	Korean	\$
12.	Mandarin (Chinese)	\$
13.	Pashto	\$
14.	Persian (Farsi)	\$
15.	Portuguese	\$
16.	Punjabi	\$
17.	Romanian	\$
18.	Russian	\$
19.	Serbian	\$
20.	Slovak	\$
21.	Spanish	\$
22.	Swedish	\$

GROUP B	SIMULTANEOUS INTERPRETATION SERVICES (VIRTUAL / REMOTE) ²	HOURLY RATE
23.	Tagalog	\$
24.	Thai	\$
25.	Ukrainian	\$
26.	Urdu	\$
27.	Vietnamese	\$
TOTAL GROUP B		\$

²All rates are for Interpreter: Virtual / Remote.

GROUP C	TRANSLATION SERVICES (WRITTEN TRANSLATION OF OFFICIAL CARB DOCUMENTS)³	RATE PER WORD
1.	Arabic	\$
2.	Armenian	\$
3.	Braille	\$
4.	Cambodian	\$
5.	Cantonese (Chinese)	\$
6.	French	\$
7.	Hindi	\$
8.	Hmong	\$
9.	Italian	\$
10.	Japanese	\$
11.	Korean	\$
12.	Mandarin (Chinese)	\$
13.	Pashto	\$
14.	Persian (Farsi)	\$
15.	Portuguese	\$
16.	Punjabi	\$
17.	Romanian	\$
18.	Russian	\$
19.	Serbian	\$
20.	Slovak	\$
21.	Spanish	\$
22.	Swedish	\$
23.	Tagalog	\$
24.	Thai	\$
25.	Ukrainian	\$
26.	Urdu	\$
27.	Vietnamese	\$
28.	Submission of translated document with Contractor's review ⁴	\$
TOTAL GROUP C		\$

³Rates shall be based on number of source / input words only.

⁴CARB staff shall translate the document and submit it to Contractor for Post-Edit Review, as outlined in Exhibit A, Scope of Work, Section B, Services.

GROUP D	SPECIAL EQUIPMENT⁵	HOURLY RATE
1.	Table-Top Booth	\$
2.	FM Stationary Transmitter	\$
3.	Interpreter Control Unit	\$
4.	Interpreter Headset with Microphone	\$
5.	Portable Transmitter	\$
6.	FM Receiver with Earbud	\$
7.	Audio Mixer	\$
8.	Wireless Handheld Microphone	\$
9.	Lapel Microphone	\$
TOTAL GROUP D		\$

⁵All rates for Special Equipment must include all compensation for the Equipment Technician and any other associated costs to provide the equipment, as requested by CARB's Contract Manager. Only CARB's Contract Manager is authorized to request an equipment technician and equipment listed in Exhibit B, Attachment 1, Contractor Rate Sheet, Group D from Contractor.

TOTAL GROUP A	\$
TOTAL GROUP B	\$
TOTAL GROUP C	\$
TOTAL GROUP D	\$

GRAND TOTAL (Add Totals A, B, C and D)	\$
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Provided the Contractor performs satisfactorily during the term of the contract, the State reserves the option to renew the Contract up to one (1) additional twelve (12) month period (i.e., one (1) year). If at the State's sole discretion, the optional year extension is granted, the State may amend the Agreement to include the additional year of services.

ATTACHMENT 2
DARFUR CONTRACTING ACT CERTIFICATION (DGS PD 1)
(Mandatory Submittal)

STATE OF CALIFORNIA
DARFUR CONTRACTING ACT CERTIFICATION
DGS PD 1 (Rev. 12/19)

DEPARTMENT OF GENERAL SERVICES
PROCUREMENT DIVISION

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>Date</i>
<i>Printed Name and Title of Person Signing</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>By (Authorized Signature)</i> 	<i>Date</i>
<i>Printed Name and Title of Person Signing</i>	

ATTACHMENT 3
PAYEE DATA RECORD (STD 204)
(Mandatory Submittal)

STATE OF CALIFORNIA – DEPARTMENT OF FINANCE

PAYEE DATA RECORD

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

STD 204 (Rev. 03/2021)

Section 1 – Payee Information

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

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

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

CITY, STATE, ZIP CODE

E-MAIL ADDRESS

Section 2 – Entity Type

Check one (1) box only that matches the entity type of the Payee listed in Section 1 above. (See instructions on page 2)

☐ **SOLE PROPRIETOR / INDIVIDUAL**

☐ **SINGLE MEMBER LLC** Disregarded Entity owned by an individual

☐ **PARTNERSHIP**

☐ **ESTATE OR TRUST**

☐ **CORPORATION** (see instructions on page 2)

☐ **MEDICAL** (e.g., dentistry, chiropractic, etc.)

☐ **LEGAL** (e.g., attorney services)

☐ **EXEMPT** (e.g., nonprofit)

☐ **ALL OTHERS**

Section 3 – Tax Identification Number

Enter your Tax Identification Number (TIN) in the appropriate box. The TIN must match the name given in Section 1 of this form. Do not provide more than one (1) TIN. The TIN is a 9-digit number. **Note:** Payment will not be processed without a TIN.

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

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

_____ - _____ - _____

OR

Federal Employer Identification Number (FEIN)

_____ - _____ - _____

Section 4 – Payee Residency Status (See instructions)

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

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

☐ No services performed in California

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

Section 5 – Certification

I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the state agency below.

NAME OF AUTHORIZED PAYEE REPRESENTATIVE

TITLE

E-MAIL ADDRESS

SIGNATURE

DATE

TELEPHONE (include area code)

Section 6 – Paying State Agency

Please return completed form to:

STATE AGENCY/DEPARTMENT OFFICE
California Air Resources Board

UNIT/SECTION
N/A

MAILING ADDRESS
1001 I Street

FAX
N/A

TELEPHONE (include area code)

CITY
Sacramento

STATE
CA

ZIP CODE
95814

E-MAIL ADDRESS

STATE OF CALIFORNIA – DEPARTMENT OF FINANCE

PAYEE DATA RECORD

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

GENERAL INSTRUCTIONS

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

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

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

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

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

Section 1 – Payee Information

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

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

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

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

Section 2 – Entity Type

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

Section 3 – Tax Identification Number

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

Section 4 – Payee Residency Status

Are you a California resident or nonresident?

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

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

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

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

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

Website: www.ftb.ca.gov

Section 5 – Certification

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

Section 6 – Paying State Agency

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

Privacy Statement

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

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

ATTACHMENT 4
PAYEE DATA RECORD SUPPLEMENT (STD 205)
(If Applicable)

STATE OF CALIFORNIA – STATE CONTROLLERS OFFICE
PAYEE DATA RECORD SUPPLEMENT

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

Payee Information (must match the STD 204)			
NAME (Required. Do not leave blank.)		TAX ID NUMBER (Required) SSN, ITIN, or FEIN that matches Tax ID number provided on STD 204	
BUSINESS NAME, DBA NAME or DISREGARDED SINGLE MEMBER LLC NAME (If different from above)			
Additional Remittance Address Information			
- Use the fields below to provide remittance addresses for payee if different from the mailing address on the STD 204. - The addresses provided below are for remittance purposes only. 1099 information returns will be sent to the mailing address specified on the STD 204.			
1 REMITTANCE ADDRESS (number, street, apt or suite no.)			
CITY	STATE	ZIP CODE	
2 REMITTANCE ADDRESS			
CITY	STATE	ZIP CODE	
3 REMITTANCE ADDRESS			
CITY	STATE	ZIP CODE	
4 REMITTANCE ADDRESS			
CITY	STATE	ZIP CODE	
5 REMITTANCE ADDRESS			
CITY	STATE	ZIP CODE	
Additional Contact Information			
Use the fields below to provide additional Authorized Representatives for the Payee if applicable.			
1 CONTACT NAME			
TELEPHONE (Include area code)	EMAIL		
2 CONTACT NAME			
TELEPHONE	EMAIL		
3 CONTACT NAME			
TELEPHONE	EMAIL		
Certification			
<i>I hereby certify under penalty of perjury that the information provided on this supplemental document is true and correct.</i> <i>By signing this document, I authorize the State of California to remit payment to the addresses specified on this supplemental form (STD 205) and certify that all persons identified on this form are authorized representatives of this payee. Payments remitted to any of the listed addresses may be reported on 1099 information returns to the tax liable entity identified on the accompanying Payee Data Record - STD 204.</i>			
NAME OF AUTHORIZED PAYEE REPRESENTATIVE (Print or Type name)	TITLE	E-MAIL ADDRESS	
SIGNATURE 	DATE	TELEPHONE (Include area code)	
X _____			

STATE OF CALIFORNIA – STATE CONTROLLERS OFFICE
PAYEE DATA RECORD SUPPLEMENT

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

GENERAL INSTRUCTIONS

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

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

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

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

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

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

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

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

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

PRIVACY STATEMENT

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

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

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

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

ATTACHMENT 5
CONTRACTOR CERTIFICATION CLAUSES (CCC 04/2017)
(Mandatory Submittal)

CCC 04/2017

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 program;
- 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;
- 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 6
BIDDER DECLARATION (GSPD-05-105)
(Mandatory Submittal)

State of California—Department of General Services, Procurement Division
GSPD-05-105 (REV 08/09)

Solicitation Number 26EO001

BIDDER DECLARATION

1. Prime bidder information (Review attached Bidder Declaration Instructions prior to completion of this form):

- a.** Identify current California certification(s) (MB, SB, NVSA, DVBE): or None (If "None," go to Item #2)
- b.** Will subcontractors be used for this contract? Yes No (If yes, indicate the distinct element of work your firm will perform in this contract e.g., list the proposed products produced by your firm, state if your firm owns the transportation vehicles that will deliver the products to the State, identify which solicited services your firm will perform, etc.). Use additional sheets, as necessary.

- c.** If you are a California certified DVBE:
- (1) Are you a broker or agent? Yes No
- (2) If the contract includes equipment rental, does your company own at least 51% of the equipment provided in this contract (quantity and value)? Yes No N/A

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

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

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

Signature _____ Date _____

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BIDDER DECLARATION Instructions

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

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

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

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

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

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

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

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

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

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

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

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

2. (continued) Column Labels

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

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

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

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

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

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

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

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

Enter "N/A" if the:

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

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

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

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

ATTACHMENT 7
DETAILED RESPONSE TO MINIMUM QUALIFICATIONS
(Mandatory Submittal)

This page is intentionally blank. This is a placeholder for the bidder's Detailed Response to Minimum Qualifications.

Submission of this attachment is mandatory. Failure to complete and return this attachment with your bid may cause your proposal to be rejected and deemed non-responsive.

**ATTACHMENT 8
BIDDER REFERENCES FORM
(Mandatory Submittal)**

Submission of this form is *mandatory*. Failure to complete and return this attachment with your bid may cause your bid to be rejected and deemed non-responsive. By furnishing the references, the Bidder authorizes the State to contact the named company, person or entity to confirm the Bidder meets the minimum qualifications set forth in the IFB. More than three (3) references may be submitted if necessary to demonstrate that the Bidder meets the minimum qualifications.

REFERENCE 1

Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

REFERENCE 2

Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

REFERENCE 3

Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

ATTACHMENT 9
CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION (DGS OLS 04)
(Mandatory Submittal)

STATE OF CALIFORNIA
CALIFORNIA CIVIL RIGHTS LAWS ATTACHMENT
DGS OLS 04 (Rev. 01/17)

DEPARTMENT OF GENERAL SERVICES
OFFICE OF LEGAL SERVICES

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
COMMERCIALLY USEFUL FUNCTION
(Mandatory Submittal)**

All certified small business, micro business, or DVBE contractors, subcontractors or suppliers shall meet the CUF requirements under GC section 14837(d) (4)(A) (i-v) (for SB) and Military and Veterans Code section 999(b)(5)(B) (i) (I-V) (for DVBE) as stated below.

VENDOR NAME: _____

SUBCONTRACTOR NAME: _____

Mark all that apply: DVBE ☐ Small Business ☐ Micro Business ☐

SECTION 1:

A person or entity is deemed to perform CUF, if a person or entity **does** all of the following. (Please answer the following questions.)

I.	Is responsible for the execution of a distinct element of the work of the Agreement.	Yes	☐	No	☐
II.	Carries out the obligation by <u>actually performing, managing, or supervising</u> the work involved.	Yes	☐	No	☐
III.	Performs work that is normal for its business services and functions.	Yes	☐	No	☐
IV.	Is responsible, with respect to products, inventories, materials, and supplies required for the Agreement, for <u>negotiating price, determining quality and quantity, ordering, installing, if applicable, and making payment.</u>	Yes	☐	No	☐
V.	Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.	Yes	☐	No	☐

NOTE: A response of "No" to any of the questions above may result in your Response to be deemed **non-responsive** and disqualified.

SECTION 2:

The vendor shall provide a written statement detailing the role, services, and/or goods the subcontractor(s) will provide to meet the CUF requirement.

VI.	Describe the specific role(s) of the subcontractor for this project (e.g. data conversion, training, etc.):	
VII.	Describe the goods/services to be provided for this project (include a description of the bidder versus the subcontractor responsibilities for each role):	

SIGNATURE OF VENDOR (PRIME): _____

DATE: _____

ATTACHMENT 11
COVID-19 PREVENTION CONTRACTOR SELF-CERTIFICATION
(Mandatory Submittal)

The California Air Resources Board (CARB) is committed to maintaining a healthy and safe work environment. In response to the COVID-19 pandemic, CARB has taken proactive steps to maintain a safe workplace and promote practices protecting the health of employees.

Several COVID-19 vaccines have been approved or authorized for emergency use by the U.S. Food and Drug Administration (FDA) and the World Health Organization (WHO) and these vaccines are readily available to the general public. Moreover, the Centers for Disease Control and Prevention (CDC) has recognized that COVID-19 testing is an important tool to help reduce the spread of COVID-19.

As part of CARB's ongoing efforts to protect the health and safety of its employees, CARB is requesting all vendors/contractors who perform work in person or on site to provide certification that the vendor's/contractor's employees and subcontractors have provided documentation to the vendor/contractor that the employees are either fully vaccinated against COVID-19 (as defined by the CDC), or have obtained a negative COVID-19 test result within seventy-two (72) hours of in-person or on-site work. The vendor/contractor does not need to provide the documentation of employees' or subcontractors' vaccination status or negative test result to CARB. If no employees or subcontractors of the vendor/contractor will interact with any CARB employees or perform work on site, CARB requests the vendor/contractor certify to this effect.

Additionally, all contractors who perform services under a contract with CARB are expected to, at their own expense, comply with all applicable health and safety laws and regulations. This includes, but is not limited to, all laws, regulations, and public health orders related to the COVID-19 pandemic.

Certification

I, the official named below, certify that I am duly authorized to execute this certification on behalf of the vendor/contractor identified below. Please check the applicable option below:

_____ I certify that all employees and subcontractors of the vendor/contractor who interact in person with any CARB employees or perform work on site at any property owned or controlled by CARB, have provided or will provide to the vendor/contractor, prior to performing work, either documentation verifying that the employee or subcontractor is fully vaccinated against COVID-19 (as defined by the CDC), or documentation of a negative test result from a COVID-19 test taken by the employee or subcontractor within seventy-two (72) hours prior to interacting in person with any CARB employees or performing work on site at any property owned or controlled by CARB.

_____ I certify that no employees or subcontractors of the vendor/contractor will interact in person with any CARB employees or perform work on site at any property owned or controlled by CARB.

<i>Contract #</i>	<i>Federal ID Number (or n/a)</i>
<i>Vendor/Contractor Name (Printed)</i>	
<i>By (Authorized Signature)</i>	
<i>Printed Name of Person Signing</i>	
<i>Title of Person Signing</i>	<i>Date</i>

ATTACHMENT 12
CONFLICT OF INTEREST AND CONFIDENTIALITY STATEMENT
(Mandatory Submittal)

NOTE: The Proposer cannot be a member of existing CARB of California Environmental Protection Agency (CalEPA) Advisory committee due to Gov. Code § 87104 restrictions but others from the same organization are still eligible.

I certify that I have no personal or financial interest and no present or past employment or activity which would be incompatible with my participation in any activity related to the planning or contract processes for this Project. For the duration of my involvement in this Project, I agree not to accept any gift, benefit, gratuity, or consideration, or begin a personal or financial interest in a party who is offering, or associated with an Offeror, on the Project. I certify that I will keep confidential and secure and will not copy, give or otherwise disclose to any other party who has not signed a copy of this confidentiality Agreement, all information concerning the planning, processes, development or procedures of the Project, which I learn in the course of my duties on the Project. I understand that the information to be kept confidential includes, but is not limited to, specifications, administrative requirements, and terms and conditions, and includes concepts and discussions as well as written or electronic materials. I understand that if I leave this Project before it ends, I **must** still keep all Project information confidential. I agree to follow any instructions provided by the Project relating to the confidentiality of Project information. I further agree that I will strictly abide by the terms of the project Confidentiality Policy contained in Exhibit E, Sections D and E. Failure to adhere to the terms of this Conflict of Interest and Confidentiality Statement, as determined within the sole discretion of CARB, may be considered a breach of this Agreement and may lead to Agreement termination, civil and/or criminal liability, or a combination thereof. I fully understand that any unauthorized disclosure I make may be a basis for civil or criminal penalties and/or disciplinary action (including dismissal for State employees). I agree to advise the CARB Contract Manager immediately in the event that I either learn or have reason to believe that any person who has access to Project confidential information has or intends to disclose that information in violation of this Agreement.

Date: _____

Signature: _____

Printed Name: _____

Title: _____

Organization: _____

Telephone Number: _____

Fax Number: _____

ATTACHMENT 13 INTERPRETER / TRANSLATOR REQUIREMENTS

Contractor shall ensure that all Interpreters and Translators utilized to perform services under the contract meet one (1) of the following four (4) requirements for the applicable service to be performed:

REQUIREMENT 1

1. Interpreters and Translators, as applicable, have been tested and certified by a professional organization or association recognized as qualified by the interpretation/translation industry;
2. Interpreters and Translators, as applicable, possess a current and valid certification that specifies the language(s) that is/are appropriate to the service(s) to be performed (interpretation and/or translation);
3. The certification resulted from a competency test to measure the Interpreter and/or Translator's level of skill in the language proficiency scales of the American Council on the Teaching of Foreign Languages (ACTFL), Interagency Language Roundtable (ILR), or Common European Framework of Reference for Languages (CEFR), in the applicable language(s);
4. Documentation that certifies the Interpreter has engaged in continuous education training and has at least two (2) years' experience working for the State, local, or federal government as a contracted Interpreter to ensure accuracy of interpreting using a wide range of vocabulary, language skills that include: grammar, pronunciation, etymology, improvisation techniques, and cultural awareness; and
5. The required minimum skill level in the language proficiency scales is as follows:
 - a. ACTFL: 4 or higher (Full Professional Proficiency)
 - b. ILR: Superior or Distinguished
 - c. CEFR: C1 or C2

REQUIREMENT 2

When required by law, Interpreters and Translators, as applicable, possess the required qualifications as stated in the statutes pertaining to the service. All Interpreters utilized in legal/court proceedings, State administrative, and medical hearings must possess current valid certification issued by the Cooperative Personnel Services.

REQUIREMENT 3

In instances where the Contractor self-certifies/tests its Interpreters and/or Translators, the Contractor must substantiate the following information:

A. INTERPRETERS

For all Interpreters, the Contractor certifies that:

1. Information is maintained that specifies how the Interpreter's language fluency was verified/tested;
2. The date the Interpreter's fluency was verified/tested is maintained on file;
3. Documentation to identify the language(s) the Interpreter is qualified to provide services;
4. Documentation to identify the level of competency verified/tested (e.g., general conversational, legal, medical, or scientific) and other score or rating assigned to identify the Interpreter's level of fluency as stated in Requirement 1 and below:
 - a. Documentation that certifies the Interpreter has a minimum of three (3) years of professional experience that includes contracting with State, local, or federal government entities, submits proof of attending ethics workshops and proof of adequate continuing education that includes training, and professional experience up to thirty (30) hours a year performing interpreter services in the applicable language. Two (2) of the three (3) years' experience must have been acquired within the last two (2) years; and
 - b. Documentation that certifies the Interpreter has engaged in continuous education training and has two (2) years' experience working for the State, local, or federal government as a contracted interpreter to ensure accuracy of interpreting using a wide range of vocabulary, language skills that include grammar, pronunciation, etymology, improvisation techniques, code of ethics, and cultural awareness.

B. TRANSLATORS

For all Translators, the Contractor certifies that:

1. Information is maintained to verify the Translator's knowledge of the written language equivalent to that of the university-educated native speaker (baccalaureate level), or continuous education training and two (2) years' experience working for the State, local, or federal government as a contracted Translator to ensure accuracy of translations using a wide range of vocabulary, language skills that include grammar, pronunciation, etymology, improvisation techniques, and cultural awareness.
2. Information is maintained that specifies how the Translator's language fluency is verified/tested;
3. The date the Translator's fluency was verified/tested is maintained on file;
4. Documentation to identify the non--English language the Translator is qualified to provide translation services;
5. Documentation to identify the level of competency verified/tested (e.g., general conversational, legal, medical, or scientific) and the score or rating assigned to identify the Translator's level of fluency as stated in Requirement 1; and

6. Documentation that certified Translators have a minimum of four (4) years of professional experience satisfactorily performing translator services in the applicable language. Two (2) of the four (4) years of experience must have been acquired within the last two (2) years.

REQUIREMENT 4

1. Contractor/Interpreter/Translator shall not divulge any information learned in the performance of professional duties. This includes any documents or other written material.
2. Contractor/Interpreter/Translator shall maintain confidentiality in all situations, including when using GenAI/machine/electronic translation, except when legally mandated to disclose information in specific situations such as child abuse, elder abuse, a person threatening to harm themselves or others, or where the Contractor/Interpreter/Translator determines to the best of their ability that non-disclosure may result in harm.
3. Disclosure: Contractor/Interpreter/Translator 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.

I, the undersigned, do hereby certify that all Interpreters and Translators to be utilized to perform services under this Agreement meet the above minimum qualifications. Additionally, I, the undersigned, agree to maintain all required documentation stated in this certification and provide it to CARB upon request.

Signed By:

Printed Name

Title

Signature

Date

ATTACHMENT 14
GENERAL TERMS AND CONDITIONS (GTC 02/2025)

PLEASE NOTE: This page will not be included with the final contract. The General Terms and Conditions will be included in the contract by reference to STD 213 and Internet site.

[GENERAL TERM AND CONDITIONS \(GTC 02/2025\)](#)

ATTACHMENT 15
SAMPLE AGREEMENT (STD 213)

Reset Form

Print Form

SCO ID: 3900-26EO001

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

26EO001

PURCHASING AUTHORITY NUMBER (If Applicable)

ARB-3900

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

CONTRACTING AGENCY NAME

California Air Resources Board (CARB or State)

CONTRACTOR NAME

To Be Determined (TBD)

2. The term of this Agreement is:

START DATE

October 1, 2026

THROUGH END DATE

September 30, 2027

3. The maximum amount of this Agreement is:

TBD

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	12
Exhibit A	Attachment 1, Code of Ethics, Professional Conduct and Confidentiality Ethics	2
Exhibit B	Budget Detail and Payment Provisions	1
+ - Exhibit B	Attachment 1, Contractor Rate Sheet	4
+ - Exhibit C*	General Terms and Conditions (GTC 02/2025)	1
+ - Exhibit D	Special Terms and Conditions	6
+ - Exhibit E	Additional Provisions	3

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

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

TBD

CONTRACTOR BUSINESS ADDRESS

CITY

STATE

ZIP

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

EXHIBIT A SCOPE OF WORK

A. BACKGROUND

The California Air Resources Board's (CARB) mission is to promote and protect public health, welfare, and ecological resources through the effective reduction of air pollutants while recognizing and considering the effects on the economy of the state.

Per the Dymally-Alatorre Bilingual Services Act, and in alignment with CARB's vision to address environmental justice and advance racial equity, the purpose of this Agreement is to eliminate language barriers that prevent individuals whose primary language is not English from accessing State government services within California.

This Agreement shall ensure prompt and effective communication for the Limited English Proficient (LEP) public when conducting business with members of the public and constituents, California State agencies, other states, the federal government, applicants, employees, and businesses. This Agreement is to cover CARB's interpretation and translation needs for California and its respective counties.

B. SERVICES

1. The Contractor shall provide consecutive and simultaneous verbal interpretation and written translation services. Contractor shall provide these services either virtually/remotely or in-person as CARB requests. If CARB requests services to be in person, the location will be provided by the CARB Contract Manager or designee within three (3) calendar days prior to the service date.
2. Interpretation and translation services shall be made available in multiple languages, including, but not limited to:
 - a. American Sign Language (spoken interpretation)
 - b. Arabic
 - c. Armenian
 - d. Braille (written translation)
 - e. Cambodian
 - f. Cantonese (Chinese)
 - g. French
 - h. Hindi
 - i. Hmong
 - j. Italian
 - k. Japanese
 - l. Korean
 - m. Mandarin (Chinese)
 - n. Pashto
 - o. Persian (Farsi)
 - p. Portuguese
 - q. Punjabi
 - r. Romanian
 - s. Russian
 - t. Serbian
 - u. Slovak
 - v. Spanish

- w. Swedish
 - x. Tagalog
 - y. Thai
 - z. Ukrainian
 - aa. Urdu
 - bb. Vietnamese
 - cc. CARB staff translated document with Contractor's Post-Edit Review, as outlined in Exhibit A, Scope of Work, Section B, Services.
3. Contractor shall provide a full Post-Edit Review and edit documents that have been translated by CARB Staff—Translation with a Post-Edit Review. Source text documents shall be provided by CARB, when possible.

Contractor shall:

- a. Ensure the quality and accuracy of machine-translated documents submitted by CARB staff by editing potential errors, improving fluency, and ensuring cultural appropriateness;
 - b. Review and edit translated content submitted by CARB staff, including but not limited to the following: translation accuracy, comprehensive review of document and/or content submitted by CARB staff, changes to sentence structure, idioms, and writing style to match the style of English text and nuances; and
 - c. Contractor shall provide a post-edit review from source text documents, with accuracy, and insofar as possible, the same tone, and style as it appears in the original text.
4. Contractor shall provide interpretation and translation services by utilizing "qualified interpreters and translators." For the purposes of this Agreement, "qualified interpreters and translators" must meet the minimum requirements identified in Exhibit A, Scope of Work, Section C, Interpreter / Translator Requirements.
5. Contractor shall review Exhibit A, Attachment 1, Code of Ethics, Professional Conduct and Confidentiality Ethics, and is required to ensure that all interpreters and translators read and agree to adhere to its stipulations.

C. INTERPRETER / TRANSLATOR REQUIREMENTS

Contractor shall ensure that all Interpreters and Translators performing services under this Agreement meet one (1) of the requirements outlined below. These requirements apply to all personnel assigned to perform interpretation and/or translation services under this Agreement. Contractor shall maintain documentation demonstrating compliance with these requirements and shall provide such documentation to CARB upon request.

1. INTERPRETER / TRANSLATOR REQUIREMENT 1

- a. Interpreters and Translators, as applicable, have been tested and certified by a professional organization or association recognized as qualified by the interpretation/translation industry;
- b. Interpreters and Translators, as applicable, possess a current and valid certification that specifies the language(s) that is/are appropriate to the service(s) to be performed (interpretation and/or translation);

- c. The certification resulted from a competency test to measure the Interpreter and/or Translator's level of skill in the language proficiency scales of the American Council on the Teaching of Foreign Languages (ACTFL), Interagency Language Roundtable (ILR), or Common European Framework of Reference for Languages (CEFR), in the applicable language(s);
- d. Documentation that certifies the Interpreter has engaged in continuous education training and has at least two (2) years' experience working for the State, local, or federal government as a contracted Interpreter to ensure accuracy of interpreting using a wide range of vocabulary, language skills that include: grammar, pronunciation, etymology, improvisation techniques, and cultural awareness; and
- e. The required minimum skill level in the language proficiency scales is as follows:
 - i. ACTFL: Level four (4) or higher (Full Professional Proficiency)
 - ii. ILR: Superior or Distinguished
 - iii. CEFR: C1 or C2

2. INTERPRETER / TRANSLATOR REQUIREMENT 2

When required by law, Interpreters and Translators, as applicable, possess the required qualifications as stated in the statutes pertaining to the service. All Interpreters utilized in legal/court proceedings, State administrative, and medical hearings must possess current valid certification issued by the Cooperative Personnel Services.

3. INTERPRETER / TRANSLATOR REQUIREMENT 3

In instances where the Contractor self-certifies/tests its Interpreters and/or Translators, the Contractor must substantiate the following information:

a. Interpreters

For all Interpreters, the Contractor certifies that:

- i. Information is maintained that specifies how the Interpreter's language fluency was verified/tested;
- ii. The date the Interpreter's fluency was verified/tested is maintained on file;
- iii. Documentation to identify the language(s) the Interpreter is qualified to provide services;
- iv. Documentation to identify the level of competency verified/tested (e.g., general conversational, legal, medical, or scientific) and other score or rating assigned to identify the Interpreter's level of fluency as stated in Requirement 1 and below:
 - (1) Documentation that certifies the Interpreter has a minimum of three (3) years of professional experience that includes contracting with State, local, or federal government entities, submits proof of attending ethic workshops and proof of adequate continuing education that includes training, and

professional experience up to thirty (30) hours a year performing interpreter services in the applicable language. Two (2) of the three (3) years' experience must have been acquired within the last two (2) years; and

- (2) Documentation that certifies the Interpreter has engaged in continuous education training and has two (2) years' experience working for the State, local, or federal government as a contracted interpreter to ensure accuracy of interpreting using a wide range of vocabulary, language skills that include grammar, pronunciation, etymology, improvisation techniques, code of ethics, and cultural awareness.

b. Translators

For all Translators, the Contractor certifies that:

- i. Information is maintained to verify the Translator's knowledge of the written language equivalent to that of the university-educated native speaker (baccalaureate level), or continuous education training and two (2) years' experience working for the State, local, or federal government as a contracted Translator to ensure accuracy of translations using a wide range of vocabulary, language skills that include grammar, pronunciation, etymology, improvisation techniques, and cultural awareness.
- ii. Information is maintained that specifies how the Translator's language fluency is verified/tested;
- iii. The date the Translator's fluency was verified/tested is maintained on file;
- iv. Documentation to identify the non- English language the Translator is qualified to provide translation services;
- v. Documentation to identify the level of competency verified/tested (e.g., general conversational, legal, medical, or scientific) and the score or rating assigned to identify the Translator's level of fluency as stated in Requirement 1; and
- vi. Documentation that certified Translators have a minimum of four (4) years of professional experience satisfactorily performing translator services in the applicable language. Two (2) of the four (4) years of experience must have been acquired within the last two (2) years.

4. INTERPRETER / TRANSLATOR REQUIREMENT 4

- a. Contractor/Interpreter/Translator shall not divulge any information learned in the performance of professional duties. This includes any documents or other written material.
- b. Contractor/Interpreter/Translator shall maintain confidentiality in all situations, including when using GenAI/machine/electronic translation, except when legally mandated to disclose information in specific situations such as child abuse, elder abuse, a person threatening to harm themselves or others, or where the Contractor/Interpreter/Translator determines to the best of their ability that non-disclosure may result in harm.

- c. Disclosure: Contractor/Interpreter/Translator 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. INTERPRETATION SERVICES

1. The Contractor shall provide the following interpretation services:
 - a. Interpretation services in-person and virtual/remote shall be provided onsite at various locations and venues throughout California, as requested by CARB.
 - b. If the Contractor's Interpreter(s) have never provided translation services at a virtual CARB event, the Interpreter(s) may be required to attend a dry run by CARB prior to the event.
 - c. Contractor shall have the ability to provide multiple interpretation sessions within the same day, on an as needed basis as specified by CARB. The length, start times, and finish times shall vary depending on the need.
 - d. Services shall be provided at various events, including, but not limited to, meetings, workshops, conferences, administrative hearings, board meetings, settlement conferences, and interviews. Each event shall last a minimum of one (1) hour and may extend up to twelve (12) hours, and at times may include as many as one hundred (100) or more participants. Some events may be confidential, and Interpreter shall maintain confidentiality.
 - e. Contractor shall provide Interpreter(s) and upon request, if needed, an equipment technician at each in-person event.
 - f. The Interpreters at each meeting/event shall meet the minimum qualifications outlined in Exhibit A, Scope of Work, Section C, Interpreter / Translator Requirements, and possess appropriate credentials or demonstrated proficiency in the language(s) required for the service(s) to be performed.
 - g. Interpreter(s) must arrive or log on at least thirty (30) minutes before the start of each in-person or virtual meetings. For some meetings, such as board meetings, it may be requested that Interpreters arrive one and a half (1.5) hours before the start of the meeting. CARB shall notify the Contractor of early arrivals that are needed.
 - h. Interpreter(s) shall be required to be present for the entire duration of the meeting(s)/event(s).
 - i. Meetings are technical in nature and terminology may be difficult. Interpreter(s) must be proficient in, but not limited to, the following terminology: engineering, environmental science, chemistry, geology, air quality, environmental health, environmental justice, climate change, public health, and law. Interpreter(s) must grasp ideas spoken and heard only once. Interpreter(s) must be able to express these ideas in the other language instantly, accurately, and completely; in an appropriate style; and with the intent of the original speaker. CARB may provide relevant materials to the Interpreters, such as agendas, slide decks, and vocabulary guides/glossaries, and will provide relevant materials with as much lead time as possible.
 - j. Interpretation can be in multiple languages for the same event, including but not limited

to those listed in Exhibit A, Scope of Work, Section B, Services.

- k. Interpreter(s) shall be compensated with the applicable Interpreter rates as specified in Exhibit B, Attachment 1, Contractor Rate Sheet.
- l. CARB may elect to have some simultaneous verbal interpretation conducted remotely, through Zoom or Microsoft Teams. The Contractor must be able to provide simultaneous verbal interpretation remotely and shall be compensated with the applicable Interpreter rates as specified in Exhibit B, Attachment 1, Contractor Rate Sheet, Group B.

2. Scheduling

- a. CARB may require interpretation services with as little as one (1) day notice. However, CARB shall make every attempt to notify Contractor by email of required services at least ten (10) business days prior to the date interpretation services are required. CARB shall provide the Contractor with pertinent information, including date, time, location, etc.
- b. Contractor must:
 - i. Acknowledge receipt of interpretation (virtual/remote or in-person) request from CARB;
 - ii. Confirm via email within twenty-four (24) hours of CARB sending the request that CARB's request can be met;
 - iii. Confirm all details regarding fulfillment of the request no later than seven (7) business days after receiving the request; and
 - iv. Provide detailed confirmation including the name(s) and contact information of the assigned Interpreter(s), cost estimates, need to seek travel permission, and any documentation as requested.
- c. Contractor must make any changes to event details at least forty-eight (48) hours before the event. This requirement is not applicable to requests made on the Contractor within seventy-two (72) hours of the event. In a scenario where CARB makes a request within seventy-two (72) hours of the event, Contractor shall do its best to provide email confirmation as soon as possible. If the Contractor receives a request for services from any other person than CARB's Contract Manager, the Contractor shall notify CARB's Contract Manager for authority to proceed.
- d. Cancellations: If CARB provides a minimum of forty-eight (48) hours' notice of cancellation, Contractor shall not bill for services. If CARB provides a cancellation notice of less than forty-eight (48) hours, Contractor may bill up to two (2) hours or fifty percent (50%) of the assigned hours (whichever is greater).

E. WRITTEN TRANSLATION

- 1. The Contractor shall provide the following written translation services:
 - a. Contractor shall provide written translation services to and from multiple languages, including but not limited to: Arabic, Armenian, Braille, Cambodian, Cantonese (Chinese), French, Hindi, Hmong, Italian, Japanese, Korean, Mandarin (Chinese), Pashto, Persian (Farsi), Portuguese, Punjabi, Romanian, Russian, Serbian, Slovak, Spanish, Swedish,

Tagalog, Thai, Ukrainian, Urdu, Vietnamese, and when requested by CARB, provide a full Post-Edit Review and edit documents translated by CARB Staff—Translation with a Post-Edit Review.

When a full Post-Edit Review is requested by CARB:

- i. Contractor shall ensure the quality and accuracy of translated documents submitted by CARB staff by editing potential errors, improving fluency, and ensuring cultural appropriateness.
 - ii. Contractor shall review and edit translated content submitted by CARB staff, including but not limited to the following: translation accuracy, comprehensive review of document and/or content submitted by CARB staff, changes to sentence structure, idioms, and writing style to match the style of English text and nuances.
 - iii. CARB shall make every attempt to provide source text documents via email, and Contractor shall provide a post-edit review from source text documents, with accuracy, and with the same tone and style as it appears in the original text.
 - iv. Translation materials provided to the Contractor may be authored by engineers, scientists, and/or analysts; thus, documents are technical in nature, and terminology may be difficult. Translator(s) must be experienced with a high level of competency in the subject matter and proficient in, but not limited to, the terminology of engineering, environmental science, chemistry, geology, air quality, environmental health, environmental justice, climate change, public health, and law.
- b. Translator(s) must be able to translate technical, administrative, legal, and policy documents. The services shall be performed for various documents ranging in size from one (1) page to several thousand pages. Documents may include, but are not limited to letters, summaries, program documentation, program guidelines, public notices, regulations, fact sheets, technical and research reports, web pages, overheads, maps, slideshows, layouts, and other similar documents.
 - c. The Contractor shall provide the translated document(s) electronically to CARB in the same file format by which the document(s) was submitted and ensure the translated documents follow the format, margins, font size, and page number(s) of the English document. The Contractor shall perform basic formatting and ADA compliance at no additional cost.
 - d. CARB may request multiple written translation requests within the same day. Materials to be translated shall be provided to the Contractor in Microsoft Office applications (i.e., Word, PowerPoint, and Excel), hardcopy formats, or similar formats. The Contractor shall provide translated documents to CARB via email or encrypted USB, as requested by CARB's Contract Manager or designee.
 - e. Written Translators shall be compensated for the applicable Written Translation rates as specified in Exhibit B, Attachment 1, Contractor Rate Sheet.
 - f. If CARB requests translation services into a language other than languages specified in Exhibit B, Attachment 1, Contractor Rate Sheet, the cost per words will be negotiated.

- g. The word count will be based on actual words and does not include spaces between words. The word count will be generated from an electronic file for the English text minus duplicated text (e.g., repeated introduction, header, footer, footnotes, etc.).
- h. All documents shall remain the property of CARB.

2. Scheduling

- a. CARB's Contract Manager or designee shall request written translation services on an as-needed basis.
- b. CARB shall make every attempt to submit to the Contractor the documents requiring written translation with at least five (5) business days' notice. Contractor must acknowledge receipt of the translation request from CARB and communicate via email that CARB's request has been received, within twenty-four (24) hours of CARB sending the request.
- c. If the Contractor receives a request for services from any other person than the CARB's Contract Manager, the Contractor shall notify CARB's Contract Manager for authority to proceed.

3. Cancellation:

- a. In the event a translation request is cancelled by CARB's Contract Manager after it has been placed, CARB shall be liable for only work completed by the time and date of cancellation.
- b. When Contractor submits a translation request past the agreed upon deadline or the turnaround requirements, CARB shall reduce payment up to twenty-five percent (25%) of the document total from the Contractor.

4. Turnaround Requirements

- a. Individual document turnaround requirements from the Contractor are as follows:

MINIMUM WORD COUNT	MAXIMUM WORD COUNT	NUMBER OF WORKING DAYS ALLOWED
1	6,000	Up to five (5) Business Days
6,001	12,000	Up to ten (10) Business Days
12,001	18,000	Up to fifteen (15) Business Days
18,001	25,200	Up to twenty-one (21) Business Days
25,201	Above 25,201	To be negotiated between CARB's Contract Manager or designee, and Contractor

- b. At times, CARB may make requests to expedite turnaround times on translation of documents as portrayed in the table displayed above. The timeframes are to be negotiated by the Contractor and CARB, and the Contractor may subject CARB to an expedited or rush request fee of twenty-five percent (25%) of the document total.

5. Contractor Equipment Requirements

Contractor shall have all necessary equipment to provide professional, certified written translation of various documents in multiple languages. Documents may include Microsoft Word documents, PDF's, Microsoft PowerPoint Slides, and Excel Spreadsheets. This shall include proofreading, verification of the entire document for completeness, alternative text (alt text) for tables/figures/graphics, terminology, content, graphics, style, grammar, syntax, and cultural sensitivity, computers, printers, and any other equipment required for CARB's written translation and peer review of translated document(s) by CARB.

F. EQUIPMENT TECHNICIAN

1. Only CARB's Contract Manager is authorized to request an equipment technician and equipment listed in Exhibit B, Attachment 1, Contractor Rate Sheet, Group D from Contractor. Upon request, and if needed, the Contractor shall provide an equipment technician to provide the following services:
 - a. Contractor shall provide one (1) equipment technician at each event, as requested by CARB's Contract Manager only.
 - b. If the Contractor's equipment technician has never provided services at a virtual CARB event, the equipment technician must attend a dry run by CARB prior to the event, at CARB's Contract Manager's request.
 - c. Contractor's equipment technician shall be responsible for providing assistance to assemble, test, operate and maintain equipment during interpretation services performed under this Agreement.
 - d. Contractor's equipment technician must arrive at least one (1) hour before the start of each meeting to set up and test equipment. Equipment technician must be present for the duration of the meetings/events.
 - e. Contractor's equipment technician must connect, disconnect, troubleshoot, and provide any other assistance as needed to the equipment stationed at each meeting/event.
 - f. Contractor's equipment technician shall be compensated at the applicable special equipment rates as specified in Exhibit B, Attachment 1, Contractor Rate Sheet, Group D.
2. Scheduling
 - a. CARB's Contract Manager may require an equipment technician with as little as one (1) day notice. However, CARB's Contract Manager shall make every attempt to notify the Contractor, by email, of required services at least five (5) business days prior to the date interpretation services are required. CARB's Contract Manager shall provide the Contractor with pertinent information, including date, time, location, etc. The Contractor shall confirm all details within one (1) business day of request. Details should include availability to perform services and the name(s) of the assigned Interpreter(s). Only CARB's Contract Manager is authorized to request an equipment technician and equipment listed in Exhibit B, Attachment 1, Contractor Rate Sheet, Group D from Contractor.
 - b. If the Contractor receives a request for services from any other person than the CARB's Contract Manager, the Contractor shall notify the CARB's Contract Manager for authority to proceed.

3. Cancellations

- a. If CARB provides a minimum of forty-eight (48) hours' notice of cancellation, Contractor shall not bill for services. If CARB provides a cancellation notice of less than forty-eight (48) hours, Contractor may bill up to two (2) hours or fifty percent (50%) of the assigned hours (whichever is greater).

G. EQUIPMENT

1. Contractor shall provide the following equipment for in-person and/or virtual meetings and shall be fully responsible for all maintenance and service:

- a. Laptop:

Compatible and capable of running Zoom or other virtual platform and specific components of Zoom or other virtual platform. (Chromebooks shall not be used as they are not sufficient or compatible with Zoom or other virtual platform for CARB's needs.)

- b. Wireless headset, with a microphone.

H. TRAVEL LOGISTICS

1. Contractor is responsible for making their own travel arrangements to all events and for ensuring all necessary equipment is available at the in-person meetings.
2. Contractor shall be responsible for interpreters' transportation to and from the service locations. All travel costs, including travel time, are included in the rates listed in Exhibit B, Attachment 1, Contractor Rate Sheet.
3. Travel costs are not reimbursable.

I. QUALITY AND ACCURACY REQUIREMENT

The Contractor is responsible for ensuring the quality and accuracy of its products and services. CARB is responsible for informing the Contractor of all errors, omissions, or other required changes within thirty (30) days of delivery of the product. Any errors, omissions or other required changes shall be corrected at no additional charge to CARB.

J. INTERPRETER OR TRANSLATOR DISQUALIFICATION

CARB reserves the right to disqualify any Interpreter or Translator whose performance is deemed to be unacceptable or for violations of specified standards (see Exhibit A, Scope of Work, Section C, Interpreter / Translator Requirements and Exhibit A, Attachment 1, Code of Ethics, Professional Conduct, and Confidentiality Statement).

If CARB exercises its right to disqualify an Interpreter or Translator, the Contractor shall not continue to utilize said Interpreter or Translator for CARB meetings/events. CARB shall provide the Contractor with a written notice of disqualification. Such notice shall include:

1. The name of the Interpreter or Translator;
2. The effective date of the disqualification;

3. The reason for disqualification, and where applicable, the action(s) that must be taken by the Contractor and/or Interpreter/Translator to enable CARB's Contract Manager to reconsider their disqualification; and
4. Signature of CARB's Contract Manager or designated representative.

K. CONTRACT REPRESENTATIVES

The Contract Managers during the term of this Agreement shall be:

Agency:	California Air Resources Board	Contractor:	To Be Determined
Division:	Executive Office	Section / Unit:	
Attention:	Leslie Glidden	Attention:	
Address:	1001 I Street Sacramento, CA 95814	Address:	
Phone:	916-323-7053	Phone:	
Email:	BilingualServices@arb.ca.gov	Email:	

The Administrative Contacts during the term of the Agreement shall be:

Agency:	California Air Resources Board	Contractor:	To Be Determined
Division:	Executive Office	Section / Unit:	
Attention:	Ana Stewart	Attention:	
Address:	1001 I Street Sacramento, CA 95814	Address:	
Phone:	916-323-7053	Phone:	
Email:	BilingualServices@arb.ca.gov	Email:	

The Contractor shall direct all questions to the Contract Manager and Administrative Contact. The parties may change their Contract Representative(s) upon providing ten (10) days' written notice to the other party's Contract Representative(s). The notifying party shall provide complete contact information for the replacement Contract Representative(s) to include the information provided above

EXHIBIT A, ATTACHMENT 1
CODE OF ETHICS, PROFESSIONAL CONDUCT, AND CONFIDENTIALITY

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. Withdraw: Interpreters and Translators who are unable to ethically perform in a given situation shall refuse or withdraw from the assignment without threat or retaliation.

PROFESSIONAL CONDUCT

1. Professional Integrity: Interpreters and Translators shall demonstrate professionalism and personal integrity, including:
 - a. If the Interpreter or Translator believes they may have interpreted/translated inaccurately or incompletely, they shall make this known and, if possible, provide the corrected interpretation/translation.
 - b. If the Interpreter or Translator believes they are so impacted by the content to be interpreted/translated, that they become unable to interpret/translate accurately and completely, they 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 specialists 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 shall 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. **CARB's Review of Translation:** Upon receipt of the translation from the Translator, CARB shall promptly review it, and within thirty (30) days after receipt, shall notify the Translator of any requested corrections or changes. The translator shall correct, at no additional cost to CARB, any errors made by the translator.

CONFIDENTIALITY

1. Contractor, 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 by Contractor/Interpreter/Translator in all situations, including when using GenAI/machine/electronic translation, except when legally mandated to disclose information in specific situations such as child abuse, elder abuse, a person threatening to harm themselves or others, or where the Contractor/Interpreter/Translator determines to the best of their ability that non-disclosure may result in harm.
3. **Disclosure:** Contractor, 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.

COMPLIANCE

Violations of the above standards may result in the disqualification of an Interpreter or Translator and termination of the Contract. Failure to adhere to the terms of this Exhibit A, Attachment 1, Code of Ethics, Professional Conduct, and Confidentiality, as determined within the sole discretion of CARB, may be considered a breach of this Agreement and may lead to Agreement termination, civil and/or criminal liability, or a combination thereof.

EXHIBIT B BUDGET DETAIL AND PAYMENT PROVISIONS

A. INVOICING AND PAYMENT

1. For services satisfactorily rendered, upon receipt and approval of an invoice(s) for each completed task and deliverable, the State agrees to compensate the Contractor for costs specified in accordance with Exhibit B, Attachment 1, Contractor Rate Sheet.
2. Contractor shall submit one (1) copy of the invoice(s). Invoice(s) must include the Agreement number and must be submitted not more frequently than monthly in arrears to:

California Air Resources Board
Accounting Section
AccountsPayable@arb.ca.gov

and

California Air Resources Board
CARB Bilingual Services
BilingualServices@arb.ca.gov

B. BUDGET CONTINGENCY CLAUSE

1. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
2. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State or offer an Agreement Amendment to Contractor to reflect the reduced amount.

C. PROMPT PAYMENT CLAUSE

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

D. TRAVEL & PER DIEM

There shall be no reimbursement for travel or per diem. Please refer to Exhibit A, Scope of Work, Section H, Travel Logistics, for details.

E. TIMELY SUBMISSION OF FINAL INVOICE

Based on the Contract expiration date, a final undisputed invoice shall be submitted for payment no more than thirty (30) calendar days following the expiration or termination date of this Agreement.

**EXHIBIT B, ATTACHMENT 1
CONTRACTOR RATE SHEET**

This page is intentionally blank. This is a placeholder for RFQ, Attachment 1, Contractor Rate Sheet. Rates listed in Attachment 1, Contractor Rate Sheet shall be included in the final Agreement.

EXHIBIT D SPECIAL TERMS AND CONDITIONS

A. 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.

B. SETTLEMENT OF DISPUTES

1. In the event of a dispute, Contractor shall file a "Notice of Dispute" with CARB within ten (10) days of discovery of the problem. Within ten (10) days, CARB shall meet with the Contractor and Contract Manager for the purpose of resolving the dispute.
2. Any dispute concerning a question of fact arising under the terms of this Agreement which is not disposed of within a reasonable period 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.
3. In the event of a dispute, the language contained within this Agreement shall prevail over any other language.
4. 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.

C. POTENTIAL SUBCONTRACTORS

Nothing contained in this Agreement or otherwise shall create any contractual relation between the State and any Subcontractors, and no Subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be responsible to the State for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its Subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any Subcontractor.

D. STOP WORK ORDER

CARB reserves the right to issue an order to stop work in the event that a dispute should arise or in the event that the State gives the 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.

E. TERMINATION

1. In addition to the rights under Exhibit C of the Standard Agreement, the State reserves the right to terminate this Agreement in whole or in part at its sole discretion at any time upon thirty (30) days prior written notice to Contractor.

2. After receipt of a Notice of Termination, and except as directed by the State, the Contractor shall immediately stop work, regardless of any delay in determining or adjusting any amounts due under this clause.
3. In the case of early termination, Contractor must submit one (1) original and one (1) copy of a final invoice within thirty (30) calendar days upon date of written notice. The final invoice shall cover all unpaid services to termination date, following the invoice requirements of this Agreement. Final invoice shall be submitted to the address listed on Exhibit B, Budget Detail and Payment Provisions.
4. Upon receipt of the final invoice, a final payment will be made to Contractor. This payment shall be for all State-approved costs that in the opinion of the State are justified and shall include labor and materials purchased or utilized (including all non-cancellable commitments) to termination date at the rates set forth in the Contract.

F. AMENDMENTS

1. 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.
2. Provided the Contractor performs satisfactorily during the term of the contract, the State reserves the option to renew the Contract up to one (1) additional twelve (12) month period (i.e., one (1) year). If at the State's sole discretion, the optional year extension is granted, the State may amend the Agreement to include the additional year of services.

G. INSURANCE REQUIREMENTS

1. Commercial General Liability

Contractor must furnish to the State a certificate of insurance to remain in effect at all times during the term of this Agreement. Contractor shall maintain general liability on an occurrence form with limits not less than \$1,000,000.00 per occurrence for bodily injury and property damage liability combined with a \$2,000,000.00 annual policy aggregate. The policy must 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. The policy must include:

California Environmental Protection Agency/California Air Resources Board, State of California, its officers, agents, and employees are included as additional insured, but only with respect to work performed under this Agreement.

This endorsement must be supplied under a form acceptable to the Office of Risk and Insurance Management.

In the case of the Contractor's utilization of subcontractors to complete the contracted scope of work, Contractors shall include all subcontractors as insured under the Contractor's insurance or supply evidence of insurance to the State equal to policies, coverage, and limits required of the Contractor.

2. Automobile Liability

Contractor must furnish to the State a certificate of insurance to remain in effect at all times during the term of this Agreement. Contractor shall maintain motor vehicle liability with limits not less than \$1,000,000.00 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles. The policy must include:

California Environmental Protection Agency/California Air Resources Board, State of California, its officers, agents, and employees are included as additional insured, but only with respect to work performed under this Agreement.

3. Workers' Compensation and Employers' Liability

Contractor must furnish to the State a certificate of insurance to remain in effect at all times during the term of this Agreement. Contractor shall maintain statutory workers' compensation and employers' liability for all its employees who will be engaged in the performance of the Agreement. Employers' liability limits of \$1,000,000.00 are required. The policy must include:

When work is performed on State owned or controlled property the Workers' Compensation policy shall contain a waiver of subrogation in favor of the State. The waiver of subrogation endorsement shall be provided.

4. General Provisions Applying to all Policies

- a. Coverage Term – Coverage needs to be in force for the complete term of the Contract. If insurance expires during the term of the Contract, a new certificate must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must still comply with the original terms of the contract. The Contractor agrees to provide a new certificate of insurance to:

California Air Resources Board

Purchasing@arb.ca.gov

Subject Line: 26EO001 – Insurance Certificate

- b. Policy Cancellation or Termination and Notice of Non-Renewal: Contractor shall provide to the State within five (5) business days following receipt by Contractor a copy of any cancellation or non-renewal of insurance required by this Agreement. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event, subject to the provisions of this Agreement.
- c. Deductible: Contractor is responsible for any deductible or self-insured retention contained within their insurance program.
- d. Primary Clause: Any required insurance contained in the Agreement shall be primary, and not excess or contributory to any other insurance carried by the State.

- e. Insurance Carrier Required Rating: All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management. If the Contractor is self-insured for a portion or all its insurance, review of financial information including a letter of credit may be required.
- f. Endorsements: Any required endorsement must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- g. Inadequate Insurance: Inadequate or lack of insurance does not negate the Contractor's obligations under the Agreement.

H. FORCE MAJEURE

Except for defaults of subcontractors, neither CARB nor the Contractor must be liable for or deemed to be in default for any delay or failure in performance under this Contract or interruption of services resulting from acts beyond the control of the offending party. This includes acts of God, enemy or hostile governmental action, civil commotion, strikes, government orders, national or state declared pandemics, lockouts, labor disputes, nuclear accident, freight embargo, fire, flood, earthquakes or other physical natural disaster, or governmental statutes or regulations superimposed after the fact. If either party intends to invoke this clause to excuse or delay performance, the party invoking the clause must provide written notice to the other party immediately but no later than fifteen (15) calendar days of when the force majeure event occurs and reasons that the force majeure event is preventing that party from or delaying that party in performing its obligations under this contract. CARB may terminate this Agreement immediately in writing without penalty in the event the Contractor invokes this clause.

If the Agreement is not terminated by CARB pursuant to this clause, upon completion of the event of force majeure, the Contractor must as soon as reasonably practicable recommence the performance of its obligations under this Agreement. The Contractor must also provide a revised schedule to minimize the effects of the delay caused by the event of force majeure. An event of force majeure does not relieve a party from liability for an obligation which arose before the occurrence of that event.

If a delay or failure in performance by the Contractor arises out of a default of its subcontractor, and if such default of its Subcontractor, arises out of causes beyond the control of both the Contractor and Subcontractor pursuant to this force majeure clause, and without the fault or negligence of either of them, the Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

I. REGISTRATION WITH THE STATE AND LOCAL JURISDICTIONS

All business entities doing business within the State must be registered with the appropriate State and local jurisdictions and maintain applicable licenses as required by law. All businesses who do not possess active licenses required to perform the contract services in the scope of work, or who are not registered with the appropriate jurisdictions as required by law during the Agreement term may have their Agreement terminated at the discretion of CARB.

J. TAX DELINQUENCIES

Public Contract Code Section 10295.4 provides that a State agency shall not enter into any contract for goods or services with a Contractor whose name appears on either list of the 500 largest tax delinquencies pursuant to Section 7063 or 19195 of the Revenue and Taxation Code. FTB and BOE will post and periodically update lists of the 500 largest tax delinquencies on their websites as required by law. If CARB determines that the Contractor or any of its Subcontractors are on either the FTB or BOE list at any time before or during the contract term, this will be grounds for termination of the Agreement.

K. HEALTH AND SAFETY

Contractors are required to, at their own expense, comply with all applicable health and safety laws and regulations. Upon notice, Contractors are also required to comply with the state agency's specific health and safety requirements and policies. Contractors agree to include in any subcontract related to performance of this Agreement, a requirement that the subcontractor comply with all applicable health and safety laws and regulations, and upon notice, the state agency's specific health and safety requirements and policies.

L. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions.

Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least thirty (30) calendar days to provide a written response. Termination shall be at the sole discretion of the State.

M. ORDER OF PRECEDENCE

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

1. Exhibit C, General Terms and Conditions (02/2025);
2. State of California – Department of General Services Standard Agreement STD 213 (rev. 04/2020) and any amendments thereto;
3. Exhibit D, Special Terms and Conditions;
4. Exhibit A, Scope of Work, including any specifications incorporated by reference herein; and
5. All other attachments incorporated into the Contract as listed on the STD 213.

EXHIBIT E ADDITIONAL PROVISIONS

A. DVBE AUDIT (IF APPLICABLE)

Contractor agrees that the State or its delegate will have the right to review, obtain, and copy all records pertaining to Contractor's compliance with the Disabled Veteran Business Enterprise (DVBE) requirements as contained in Public Contract Code (PCC) Sections 10115 et. seq. Contractor agrees to provide State or its delegate with any relevant information requested and shall permit State or its delegate access to its premises, upon reasonable notice, during normal business hours for the purposes of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with the DVBE requirements. Contractor further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

B. COMPUTER SOFTWARE

Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

C. OWNERSHIP OF WORK AND INTELLECTUAL PROPERTY

Any deliverables, work product, and/or works developed during and/or pursuant to this Agreement by Contractor, including any materials entitled to patent, trademark, or copyright protections (hereinafter "Intellectual Property") , as may now exist and/or which hereafter come into existence, shall belong to State upon creation, and shall continue in State's exclusive ownership upon termination of this Agreement. Contractor further intends and agrees to assign to State all right, title and interest in and to such materials, as well as all related Intellectual Property rights and other proprietary rights therein.

Contractor's obligations under this provision shall survive the expiration or termination of this Agreement.

D. INTELLECTUAL PROPERTY

1. CARB reserves the right to any intellectual property developed under this Agreement, including any materials entitled to patent, trademark, or copyright protections (hereinafter "Intellectual Property"). Upon acceptance of the copyrightable materials developed under this Agreement, and payment of the sums then due under the terms of the Agreement, CARB shall have the sole and exclusive right, title, and interest in such Intellectual Property. Contractor and his or her subcontractors hereby assign(s) all rights, title, and interests in any Intellectual Property developed under this Agreement to CARB.
2. CARB, at its discretion, may grant a nonexclusive and paid-up license to Contractor and his or her subcontractors to use said Intellectual Property. Contractor and his or her subcontractors agree to cooperate with and assist CARB to apply for and to execute any applications and/or assignments reasonably necessary to obtain any patent, copyright, trademark, or other statutory protection for all Intellectual Property.

3. Contractor and his or her subcontractors shall not disclose any Intellectual Property, any of the deliverables thereof, or any portion thereof, to any other organization or person without the written consent of CARB.
4. Contractor and his or her subcontractors shall not use the Intellectual Property, any of the deliverables thereof, or any portion thereof, in any other work performed by this Agreement subject to any license granted without the written consent of CARB.
5. Contractor's obligations under this provision shall survive the expiration or termination of this Agreement.

E. CONFIDENTIALITY OF STATE INFORMATION

It is expressly understood and agreed that information Contractor receives from State in performing its obligations under this Agreement may be deemed confidential by State. Therefore, Contractor agrees to:

1. Observe complete confidentiality with respect to such information, including without limitation, agreeing not to disclose or otherwise permit access to such information by any person or entity in any manner whatsoever.
2. Ensure that Contractor's employees, agents, representatives, and independent Contractors are informed of the confidential nature of such information and ensure by agreement or otherwise that they are prohibited from copying or revealing, for any purpose whatsoever, the contents of such information or any part thereof, or from taking any action otherwise prohibited under this Agreement.
3. Not use such information or any part thereof in the performance of services to others or for the benefit of others in any form whatsoever whether gratuitously or for valuable consideration, except as permitted under this Agreement.
4. Notify State promptly and in writing of the circumstances surrounding any possession, use or knowledge of such information or any part thereof by any person other than those authorized by this paragraph.

F. CONFIDENTIALITY OF DATA AND WORKING DOCUMENTS

1. Contractor shall not disclose data or documents or disseminate the contents of the final or any preliminary report without express written permission of CARB's Contract Manager.
2. Contractor shall not comment publicly to the press or any other media regarding the data or documents generated, collected, or produced in connection with this Agreement, or CARB's actions on the same, except to CARB staff, Contractor's own personnel involved in the performance of this Agreement, at a public hearing, or in response to questions from a legislative committee.
3. Contractor shall require each of its employees or officers who will be involved in the performance of this Agreement to agree to the above terms.
4. Each subcontract shall contain the foregoing provisions related to the confidentiality of data and nondisclosure of the same.

G. WEB CONTENT ACCESSIBILITY GUIDELINES

Contractor must ensure that all products and services submitted, uploaded, or otherwise provided by the Contractor and/or its subcontractors under this Contract, including but not limited to data, software, plans, drawings, specifications, reports, operating manuals, notes, and other written or graphic work prepared in the course of performance of this Contract (collectively, the "Work"), comply with Web Content Accessibility Guidelines 2.0, levels A and AA, and otherwise meet the accessibility requirements set forth in California Government Code (GC) Sections 7405 and 11135, Section 202 of the federal Americans with Disabilities Act (42 U.S.C. § 12132), and Section 508 of the federal Rehabilitation Act (29 U.S.C. § 794d) and the regulations promulgated thereunder (36 C.F.R. Parts 1193 and 1194) (collectively, the "Accessibility Requirements"). For any Work provided in PDF format, Contractor shall also provide an electronic version in the original electronic format (for example, Microsoft Word or Adobe InDesign).

CARB may request documentation from the Contractor of compliance with the Accessibility Requirements and may perform testing to verify compliance. Contractor must bring into compliance, at no cost to CARB, any Work by Contractor or its subcontractors not meeting the Accessibility Requirements. If Contractor fails to bring its or its subcontractors' Work into compliance with the Accessibility Requirements within five (5) business days of written notice from CARB, or within the time frame specified by CARB in its notice, Contractor will be responsible for all costs incurred by CARB in bringing Contractor's or its subcontractors' Work into compliance with the Accessibility Requirements. Contractor agrees to respond to and resolve any complaint brought to its attention regarding accessibility of deliverables provided under this Contract for a period of one (1) year following delivery of the final deliverable under this Contract.

Deviations from the Accessibility Requirements are permitted only by written consent by CARB.