



INVITATION FOR BID
Notice to Prospective Bidders
IFB No. 7300-26-012

June 23, 2026

You are invited to review and respond to this Invitation for Bid (IFB) No. **7300-26-012**, entitled, **“Interpretation and Translation Services for Common Languages”**. In submitting your bid, you must comply with the instructions found herein.

This IFB is published online in the California State Contracts Register (CSCR) at <https://caleprocure.ca.gov/pages/index.aspx>. To ensure receipt of any addenda that may be issued, interested parties are encouraged to register online at: <https://caleprocure.ca.gov>.

The Agricultural Labor Relations Board (ALRB) deadline for receipt of bids is **July 8, 2026 no later than 5:00 PM**. All bids must be submitted via electronic mail to BSO@alrb.ca.gov. Faxed, hand delivered and mailed bids will not be accepted. Bids must be submitted no later than the date and time indicated under Section A – IFB Key Action Dates. **File size cannot exceed 50 Mega Bytes (MB)**. The naming convention of the bid must be in the following format: **“IFB 7300-26-012 [Insert Contractor Name] Bid”**. Bids must be received on or before the date and time specified herein and the email addresses provided below:

EMAIL IFB Bids to:

BSO@alrb.ca.gov

CC: Dalton.Weber@alrb.ca.gov

CC: Alexis.Marsh@alrb.ca.gov

You are advised that you are responsible for ensuring that your bid is received by the above listed contact person by the time and date required. Any bid reaching the contact person after the deadline date and time will be rejected.

In the opinion of the ALRB, this IFB is complete and without need of explanation. However, if you have questions, notice any discrepancies or inconsistencies, or need any clarifying information, the contact person for this IFB is listed below. **All questions must be submitted in accordance with the ALRB instructions contained herein and sent via email directly to the below listed contact person and not through the CaleProcure system.**

Contact: Dalton Weber

Email: BSO@alrb.ca.gov

CC: Dalton.Weber@alrb.ca.gov

CC: Alexis.Marsh@alrb.ca.gov

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

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I. SCOPE OF WORK

The Agricultural Labor Relations Board (ALRB) assists farmworkers in enforcing their rights, including investigating claims of unfair labor practices that include retaliation, prosecuting violations, and ensuring workers get what they are entitled to when their rights are violated, such as back wages, reinstatement to their jobs, and other remedies. The ALRB conducts outreach and training to inform agricultural workers, employers, and labor organizations about their rights and responsibilities and needs to do so in multiple indigenous languages. ALRB is seeking a Contractor(s) to provide in person and virtual interpretation and translation services in-person or through videoconference, on an as-needed basis.

Services shall be provided in a variety of languages, as needed, including but not limited to the following languages:

- **Spanish**
- **Punjabi**
- **Cantonese**
- **Mandarin**

More detailed information can be found in the Draft Standard Agreement.

The contract term shall be for thirty-six (36) months.

ALRB's budget for this project is **\$90,000.00**. Bids exceeding this amount may be deemed non-responsive and ineligible for award.

II. BID INSTRUCTIONS AND INFORMATION

It is the responsibility of the bidder to carefully read and follow all bid requirements within this Invitation for Bid (IFB). This section contains instructions for the organization and timely submission of your bid. It also contains the bid requirements and other important information crucial for submittal of a responsive and responsible bid. Please read and carefully follow the instructions listed in the following sections. The instructions are separated by category, each with its own requirements and necessary information for submission of a timely and responsive bid. All requirements and specifications in the IFB must be responded to, and all requested data must be supplied for a bid to be considered responsive.

Compliance with the IFB instructions is mandatory for your bid to be considered for award. Failure to comply with the IFB instructions will cause your bid to be deemed non-compliant and non-responsive, thus, ineligible for award.

A. IFB Key Action Dates

Below is the tentative time schedule for this IFB. The ALRB reserves the right to modify the IFB and/or change the date and time at its sole discretion, prior to the date fixed for submission of bids, by the issuance of an addendum to all parties who received a bid package.

- i. ALRB reserves the right to modify or cancel in whole or part, this solicitation.
- ii. Clarifications to solicitation will be given only in the form of addenda to all bidders.

Time Schedule	Date	Time
IFB Posted on Cal eProcure	June 23, 2026	N/A
Deadline for Submission of Questions	June 30, 2026	4:00 PM
Responses to Questions Posted	July 2, 2026	N/A
Bid Submission Due	July 8, 2026	5:00 PM
Proposed Award of Contract(s)	July 10, 2026	N/A
Estimated Contract(s) Start Date	August 1, 2026 or upon final execution	N/A

Written questions must be submitted via electronic mail by the date and time indicated in Section A – IFB Key Action Dates. All written questions received prior to the date indicated for the Written Questions Deadline will be answered in the form of an addendum and posted online at <https://caleprocure.ca.gov>. Please note that no verbal information given will be binding upon the State unless such information is issued in writing as an official addendum to all parties/participants.

All questions or concerns related to the IFB must be directed electronically to:

Agricultural Labor Relations Board
Business and Fiscal Services Office
Contact: Dalton Weber
Email: BSO@alrb.ca.gov

B. Submission of Bid

1. All bids received by ALRB must be submitted electronically and sent to ALRB by the date and time shown in the time schedule in Section A – IFB Key Action Dates.
2. Time of delivery is of the essence and must be adhered to. Any bid received after the due date and time as outlined in the time schedule in Section A – IFB Key Action Dates will be rejected by ALRB as not complying with a mandatory requirement of this IFB.
3. File size cannot exceed 50 Mega Bytes (MB).
4. The naming convention of the bid must be in the following format: **“IFB 7300-26-012 [Insert Contractor Name] Bid”**.
5. Bids must be submitted to the following addresses:

BSO@alrb.ca.gov
CC: Dalton.Weber@alrb.ca.gov
CC: Alexis.Marsh@alrb.ca.gov

6. Bids are only accepted electronically. Bids received by fax, mail, or hand delivery will be rejected.

C. Bid Submission Withdrawal

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

D. Bidder Responsibilities

1. Before submitting a response to this solicitation, bidders should review, correct all errors, and confirm compliance with the IFB requirements.
2. Costs incurred for developing bids and in anticipation of award of the agreement are entirely the responsibility of the bidder and shall not be charged to ALRB. This includes, but is not limited to: delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, any and all travel related expenses incurred in the performance of completing the bid for submittal; or for any other purpose unless expressly included and itemized in the bid solicitation.
3. Prior to submission of bid, bidder shall examine any specifications and instructions, or other materials required and included in the bid package to ensure that they meet all the requirements stated in this IFB.
4. It is the **bidder's responsibility** to promptly notify the ALRB by email, if the bidder believes that the solicitation is unfairly restrictive, contains errors or conflicting language, or needs clarification. Such notification must be submitted no later than 72 hours prior to bid opening date and time. All such correspondence received after the 72-hour deadline will not be considered and deemed ineligible for review and/or response from ALRB.
5. Bidder must complete and submit Contractor Cost Sheet, **Attachment 2**. Submission of this attachment is mandatory. Failure to fully complete and return attachment with your bid will cause your bid to be rejected and deemed non-responsive.
6. Bidder must submit a Contractor Language List, **Attachment 3**. Submission of this attachment is mandatory. Failure to fully complete and return attachment with your bid will cause your bid to be rejected and deemed non-responsive.
7. Bidder must complete and submit to ALRB, the Payee Data Record (STD 204), **Attachment 4**, to determine if the selected bidder is subject to State income tax withholding, pursuant to California Revenue and Taxation Code, Section 18662. Contract payment cannot be made unless a completed STD 204 has been returned to ALRB.
8. Bidder is responsible for reviewing, reading, understanding, and complying in full with the [State's General Terms and Conditions](#) along with the Contractor Certification Clauses (CCCs). The bidder must sign and return CCCs, **Attachment 5**.

9. Bidder must sign and submit to ALRB, the California Civil Rights Laws Certification form, **Attachment 8**.
10. The bidder must be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Agreement.
11. The bidder must own and operate a legitimate business. If required by law, the bidder must be registered and in good standing with the California Secretary of State. All businesses that are required to be registered with the Secretary of State must be registered prior to date of Agreement award. Evidence of registration shall be submitted with bid.
12. In the event that any license(s) and/or permit(s) expire at any time during the term of this agreement, bidder agrees to provide agency a copy of the renewed license(s) and/or permit(s) within 30 days following the expiration date. In the event the bidder fails to keep in effect at all times all required license(s) and permit(s), the State may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

E. Minimum Bidder Qualifications

The bidder must provide a detailed response, outlining information as to how the bidder meets each of the minimum qualifications listed below. The bidder must provide their detailed response on **Attachment 9**, Minimum Qualifications. Bids that do not meet the minimum qualifications may be determined non-responsive and ineligible for award.

1. Bidder must be located in California.
2. Bidder must have a minimum of three (3) years' experience providing remote and in-person interpretation services.
3. Bidder must have prior experience with a government agency providing interpretation services.

F. General Requirements

1. Insurance Requirements

It is the bidder's responsibility to provide insurance and endorsements as described in the Draft Standard Agreement, Exhibit D, Special Terms and Conditions, if selected for award.

2. Subcontracts/Subcontractors

If subcontractors are to be used, the bidder must include the description of each person or firm and the work to be done by each subcontractor in **Attachment 6**, Bidder Declaration. Subcontractors, if any must be identified and their qualifications.

G. Bid Rejection

1. Bids must be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and will cause a bid to be rejected.
2. Bids must be completed in all respects as required by ALRB. Each bid will be checked in detail to determine its compliance to the IFB requirements. A bid will be rejected if it is conditional or incomplete, or if it contains any alterations of forms or other irregularities of any kind. If a bid fails to meet any IFB requirements, ALRB will determine if the deviation is material; a material deviation will cause rejection of the bid. The State may waive any immaterial deviation in a bid. A non-material deviation (errors in mathematical computation, spelling, etc.) will be examined to determine when the deviation is acceptable. If accepted, the bid will be processed as if no deviation had occurred. The State's waiver of immaterial defect shall in no way modify the IFB document or excuse the bidder from full compliance with all requirements, if awarded the agreement. A bid must be rejected if any such defect or irregularity constitutes a material deviation from the IFB requirements.
3. ALRB reserves the right to reject any or all bids. The agency is not required to award an agreement. All bids may be rejected whenever the agency determines that the cost is not reasonable, the cost exceeds the amount estimated, or otherwise in the best interest of the State.
4. Bids that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the bidder, will be rejected. If, in the opinion of the State, such information was intended to mislead the State in its evaluation of the bid, and the attribute, condition, or capability is a requirement of this IFB, it will be the basis for rejection of the bid.
5. Bids received past the date and time specified in the table in Section A – IFB Key Action Dates will be deemed non-responsive and rejected. Under no circumstances will any bids be accepted past the date and time stated in the table. All such bids received past the date and time will not be accepted.

H. Signature

All documents requiring a signature must bear an original or electronic signature of a person authorized to bind the bidding firm and must be duly authorized to sign the contract/agreement if awarded the bid.

I. Bid Opening and Evaluation

1. The bids will be opened on the bid submission due date indicated in the IFB, as stated in the table in Section A – IFB Key Action Dates
2. A vendor's bid must constitute an irrevocable offer for a period of at least 90 days following the scheduled date for contract award and execution.

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

J. Disposition of Bids

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

K. Selection and Award

1. Award, if made, will be to the lowest responsive, responsible bidder. ALRB intends to award to multiple contractors by ranking contractors on the lowest responsive and responsible bid as primary followed by the next lowest responsive and responsible bid. In the event of a tie bid, the tiebreaker will be decided using a coin toss. Such event will be observed by witnesses and the affected bidders will be invited to attend.
2. Notice of the proposed award shall be posted on Cal eProcure at <https://caleprocure.ca.gov/pages/index.aspx> for five (5) business days prior to awarding the Agreement.
3. Prior to award of the contract, bidders may protest the proposed award(s) by filing a notice of protest with ALRB and the Department of General Services (DGS), Office of Legal Services (OLS) on the basis that they are the lowest responsible bidder meeting the specifications for the contract.
4. Protest notices should contain full contact information, including an email address, and the IFB number, and must be filed with:

Agricultural Labor Relations Board Attention: Business and Fiscal Services Office 1325 J Street, Suite 1900 Sacramento, CA 95814 BSO@alrb.ca.gov	Department of General Services Attention: Office of Legal Services 707 Third Street, 7th Floor, Suite 7-330 West Sacramento, CA 95605 OLSProtests@dgs.ca.gov
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5. Within five (5) calendar days after filing the notice of protest, the protesting Bidder shall file with DGS (OLS) and ALRB a detailed written statement specifying the grounds for the protest.
6. The Agreement(s) shall not be awarded until either the protest has been withdrawn, or the State has decided the matter.
7. Proposed contractor will receive a fully executed contract with all necessary terms and conditions and exhibits/attachments. Proposed contractor should carefully read the entire contract and be sure to sign contract and all required documents.

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

L. Standard Conditions of Service

1. Services shall be available on the express date set by the awarding agency and the Contractor, after all approvals have been obtained and the agreement is fully executed. Should the Contractor fail to commence work at the agreed upon time, the awarding agency, upon five (5) days written notice to the Contractor, reserves the right to terminate the agreement. In addition, the Contractor shall be liable to the State for the difference between contractor's bid price and the actual cost of performing work by the second lowest bidder or by another contractor.
2. All performance under the agreement shall be completed on or before the termination date of the agreement.
3. The State does not accept alternate contract language from a prospective contractor. A bid with such language may be considered a counter proposal and may be rejected. The State's General Terms and Conditions (GTC) and Contractor Certification Clauses (CCC) are not negotiable.
4. The State does not negotiate rates and/or costs listed on any bid submitted.
5. No oral understanding or agreement shall be binding on either party. Any changes or alterations to the contract/agreement must be in writing and approved by both parties and/or Department of General Services' Office of Legal Services, if required.

M. Socio-Economic and Preference Programs

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

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

If a prime bidder is a certified DVBE or commits to subcontracting with DVBE(s), it may be eligible to receive an incentive provided that the DVBE provides a commercially useful function as defined in California Military Code Section 999(i) and California Code of Regulations, Title 2, Section 1896.71. For evaluation purposes only, the State shall apply an incentive to bids that propose California certified DVBE participation as identified on the Bidder Declaration (GSPD-05-105), **Attachment 6**, and confirmed by the State.

Bidders claiming the DVBE incentive must complete and return the [Disabled Veteran Business Enterprise Declarations form \(STD 843\)](#).

2. Small Business (SB) or Microbusiness (MB) Preference (Optional)

If bidder is claiming the 5% certified SB or MB preference or is committing to subcontract 25% or more of their net bid price to one or more Certified SBs or MBs, complete Bidder Declaration (GSPD-05-105), **Attachment 6**, and attach a copy of the certification.

Additional References: www.pd.dgs.ca.gov

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

SB or MB bidders or bidders using the non-SB preference shall be granted a preference consisting of 5% of the bid price of the lowest responsive bidder that is not a SB.

N. Darfur Contracting Act Certification

Public Contract Code Sections 10475-10481 applies to any company that currently or within the previous three years has conducted business activities or other operations outside of the United States. For any contractor that submits a bid or proposal, the contractor must certify that it is either 1) not a scrutinized company; or 2) a scrutinized company that has been granted permission by the Department of General Services. This form must be completed and submitted with your bid. See Darfur Contracting Act Certification, **Attachment 7**. Note: If the Darfur Contracting Act Certification does not apply, please still sign off with N/A and attach with your bid submission.

O. GenAI

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

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

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

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

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

STANDARD AGREEMENT (STD 213)

DRAFT

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

CONTRACTOR NAME

2. The term of this Agreement is:

START DATE

THROUGH END DATE

3. The maximum amount of this Agreement is:

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

Exhibits	Title	Pages
+		
-		

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.)

CONTRACTOR BUSINESS ADDRESS

CITY

STATE

ZIP

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

CONTRACTING AGENCY ADDRESS

CITY

STATE

ZIP

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

EXHIBIT A

SCOPE OF WORK

1. Introduction and Background:

The Agricultural Labor Relations Board (ALRB) assists farmworkers in enforcing their rights, including investigating claims of unfair labor practices that include retaliation, prosecuting violations, and ensuring workers get what they are entitled to when their rights are violated, such as back wages, reinstatement to their jobs, and other remedies. The ALRB protects farmworkers' rights to support or participate in a union or to decline to do so. The ALRB conducts outreach and training to inform agricultural workers, employers, and labor organizations about their rights and responsibilities. ALRB staff frequently appear at community outreach events and as speakers at conferences, meetings, and other events on topics of interest to stakeholders in California's agricultural communities.

The ALRB is headquartered in Sacramento and maintains regional offices in California's agricultural centers, including Salinas, Visalia, Santa Rosa, Oxnard, Indio, and Santa Maria.

2. Purpose:

The ALRB conducts time-sensitive investigations, legal hearings, farmworker interviews, public noticing to farmworkers at their workplaces, public board meetings and other proceedings at its offices and at remote locations throughout California. Additionally, the ALRB sometimes uses remote meeting tools to engage stakeholders throughout California and, often on short notice, requires remote interpreters and translators.

[Contractor Name], hereinafter referred to as Contractor, shall provide culturally competent, experienced interpreters and translators proficient in multiple languages, including but not limited to:

- Spanish
- Punjabi
- Cantonese
- Madarin

3. Contractor Responsibilities:

Contractor shall provide qualified interpreters, translators, and video remote interpretation services as requested by the ALRB. Contract must have the capacity to perform simultaneous and consecutive interpretation services. Interpreters and translators must provide services at ALRB offices and remote locations throughout California.

1. Contractor services must include:

- a. **Simultaneous interpretation services:** which require an interpreter to interpret in real time without disturbing the speaker's natural flow. This type of interpretation is typically but not limited to Public Board Meetings.

- b. **Consecutive Interpretation Services:** which require the interpreter to listen to spoken statements of varying lengths in one language and, after the statement, translate it orally into another language. This interpretation requires the interpreter to take in information, mentally retain it, and accurately interpret it, transferring the information into another language. Consecutive interpretation is typically utilized for legal hearings and farmworker interviews, although simultaneous interpretation may occasionally be requested.
- c. **Translation Services:** which require translators to translate written text accurately and in the same spirit and style as the original document. Contractor is responsible for ensuring the quality, accuracy, and fluency of all interpretation and document translation services provided under the following standards:
- **Document and Hearing Support:** Document translation services shall include, but are not limited to, public outreach materials, social media content, educational materials, agency forms, and general correspondence. Additionally, during a hearing, the presiding judge may request that the interpreter orally translate documents or produce a written translation of hearing exhibits or other case-related documents.
 - **Turnaround Time:** Document translation requires a turnaround within 48 hours of a written request from ALRB. If additional time is required, Contractor shall notify the ALRB contact via email immediately.
 - **Delivery Format:** Contractor must return translated documents to ALRB electronically via email attachment in both Word and PDF formats.
 - **Quality Control and Edits:** Corrections and edits to translated documents shall be completed promptly, as agreed to by ALRB, at no cost to the state. This includes, but is not limited to:
 - Edits for typographical errors and accuracy.
 - Edits to content to ensure that the intent of the original document is maintained.
 - Edits to correct mistakes in the choice of words, phrases, syntax, and grammar.
- d. **Video Remote Interpretation Services:** which are utilized for legal conferences, hearings, farmworker interviews, and public board meetings throughout California. Contractor must ensure the technical capacity and connectivity required to provide high-quality remote services. At a minimum Contractor must have access to Zoom and Microsoft TEAMS.
2. Contractor shall provide qualified professional interpreters and translators with the knowledge and capacity to provide interpretation and translation services in foreign languages and variants.
3. Contractor shall provide qualified interpreters and translators throughout California as requested by ALRB.

4. Contractor shall provide the requested services on the dates, times, and places requested by the ALRB. Contractor shall confirm availability via email based on the following notice windows:
 - **Regular Requests:** For any request made with at least five (5) calendar days' notice, Contractor shall provide confirmation a minimum of 48 hours in advance of the scheduled service date and time.
 - **Urgent Requests:** For any request made with less than five (5) calendar days' notice but at least 24 hours' notice, Contractor shall provide confirmation of availability within four (4) hours of the request being issued.
 - **Emergency Requests:** For any request made with less than 24 hours' notice but at least two (2) hours' notice, Contractor shall provide immediate confirmation of availability, and in no event later than one (1) hour after the request is issued (and no later than one hour prior to the service start time).
5. Contractors shall only schedule one interpreter for a single meeting. The ALRB may request a new interpreter at any time and must approve substitutions or the use of non-qualified interpreters in advance.
6. Contractor shall provide all labor, materials, tools, equipment, and transportation and maintain relevant licenses necessary for interpretation and translation services.
7. Timeliness and performance: The interpreter shall arrive at least fifteen (15) minutes before the meeting or at an earlier time as specified in advance by the ALRB, to allow for briefing. Late arrival is defined as arriving five (5) minutes or more after the scheduled start time. In the event of an interpreter's late arrival, the ALRB may, at its discretion, discount the payment due by ten percent (10%) of the contracted rate. If an interpreter fails to appear, fails to speak the requested language(s) identified in Exhibit A, Attachment I, or arrives so late that the scheduled event must be rescheduled or commenced without interpretation services, the ALRB may, at its discretion, opt to decline paying the contracted amount.
8. Contractor agrees to participate in test conversations in advance of the scheduled event to ensure ALRB identifies and requests the appropriate language to be interpreted and/or translated. Contractor agrees to participate in test conversations in advance of the scheduled event to ensure ALRB identifies and requests the appropriate language to be interpreted and/or translated; these test conversations shall be provided at no additional cost to the ALRB.
9. During the entire term of the contract, the contractor shall maintain Workers' Compensation Insurance and General Liability Insurance in compliance with California Labor Code requirements.
10. Contractor shall be available during normal business hours (8:00 a.m. to 5:00 p.m. PST, Monday through Friday), excluding State of California holidays. Additionally, Contractor must

be available for assignments during evenings, weekends, and other hours as requested by the ALRB.

11. The customary Noon to 1:00 p.m. lunch period may be altered by the presiding judge and will be adhered to by the assigned interpreter.

12. Contractor shall report to ALRB Administration any problems that occur while providing requested services.

4. ALRB Responsibilities:

1. ALRB shall request qualified interpreters and translators for in-person and video remote services. Service requests and the primary contractor's maximum allowed response windows are classified as follows:
 - **Regular Requests:** Provided with at least five (5) calendar days' notice. Failure of the primary contractor to respond and confirm availability within six (6) hours of issuance shall result in ALRB requesting services from the secondary contractor.
 - **Urgent Requests:** Provided with less than five (5) calendar days' notice, but at least 24 hours' notice. Failure of the primary contractor to respond and confirm availability within four (4) hours of issuance shall result in ALRB requesting services from the secondary contractor.
 - **Emergency Requests:** Provided with less than 24 hours' notice, but at least two (2) hours' notice. Failure of the primary contractor to respond and confirm availability within one (1) hour of issuance (and no later than one hour prior to the service start time) shall result in ALRB requesting services from the secondary contractor.
2. ALRB shall submit all requests for services via email, which shall state the type of service needed, the nature of the meeting, the language requested, the date(s), time, location, and case number.
3. The ALRB shall email translation requests to the Contractor accompanied by the case number and an electronic version of the document needing to be translated.
4. The ALRB is responsible for informing the Contractor of all errors, omissions, or other changes within thirty (30) days of product delivery.

5. Cancellation Policy

1. Cancellation made at least 24 hours prior to the schedule hearing/conference will incur no cancellation fee charge.
2. If canceled with less than 24 hours notice, a minimum of 2 hours or time booked, whichever is greater, is charged.

3. If contractor shows up at a scheduled hearing/meeting/conference and one of the following occurs:
- If either party is a 'No Show' and/or the hearing/meeting/conference is cancelled at the last minute, the interpreter will be paid at the rate of the appointment.
 - If the interpreter is a 'No Show', no fee will be paid, and we will request that the interpreter be removed from future bookings. Contractor should provide proper contact and procedure on how to report a 'no show' interpreter so that we can track appropriately.
 - If the interpreter is late and the hearing/meeting/conference was rescheduled due to the delay, no fee will be paid.

6. Contract Term & Conditions:

August 1, 2026 or upon final execution through June 30, 2029

ALRB does not guarantee any minimum amount of work under this contract.

7. Normal Business Hours:

Normal business hours of 8:00 a.m. to 5:00 p.m. (PST), Monday through Friday, unless otherwise specified. Excluded are State of California holidays, as per the California Department of Human Resources.

8. Contract Representatives:

	ALRB	Contractor
Administration Contact	Dalton Weber Administration Manager Dalton.Weber@alrb.ca.gov (916) 894-6804	

Contract Managers	Santiago Avila-Gomez Executive Secretary Santiago.Avila-Gomez@alrb.ca.gov (916) 894-6840 Jessica Arciniega Regional Director Jessica.Arciniega@alrb.ca.gov (805) 718-7512 Yesenia De Luna Regional Director Yesenia.DeLuna@alrb.ca.gov (707) 757-6708	
Invoicing	ALRB Business Services Office 1325 J Street, Suite 1900 Sacramento, CA 95814 BSO@alrb.ca.gov	

EXHIBIT A – ATTACHMENT I
CONTRACTOR LANGUAGE LIST

(Contractor Language List submitted with bid will be included in the final contract)

EXHIBIT B
BUDGET DETAIL & PAYMENT PROVISIONS

1. Invoicing and Payment

For services satisfactorily rendered according to the Scope of Work in Exhibit A, and upon receipt and approval of the invoices, the ALRB agrees to compensate Contractor for actual expenditures incurred in accordance with the provisions of this Agreement and the rates specified herein. The total maximum amount of this Agreement shall not exceed Ninety Thousand Dollars and Zero Cents (\$90,000.00).

Invoices shall include the Agreement/Contract Number (7300-2026XXX), invoice number, an itemized list of all service hours/expenses with description(s), and shall be submitted not more frequently than on a quarterly basis in arrears to:

Agricultural Labor Relations Board
ATTN: BSO
1325 J Street, Suite 1900
Sacramento, CA 95814
BSO@alrb.ca.gov

2. Budget Contingency Clause

- a. 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.
- b. 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.

3. Prompt Payment Act

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

4. Billing Terms

- a. **Minimum Charges and Increments:** For all service requests exceeding two (2) hours, the total time booked shall constitute the time billed. Scheduled conference calls for spoken languages are subject to a one-hour minimum. Any time worked beyond an applicable minimum (one or two hours, as specified) shall be billed in thirty (30) minute increments.

- b. **Overtime, After-Hours & Weekends:** Services provided in excess of eight (8) hours per day are authorized and shall be compensated at the applicable Overtime Rate as specified in this Cost Sheet. All overtime is subject to prior authorization by the ALRB. Services performed after 5:00 p.m. or on weekends shall be billed at the respective rates as defined in this Cost Sheet.

EXHIBIT B – ATTACHMENT 1
COST SHEET

Cost Sheet	
Service	Rate
In-Person Interpretation Services (Monday through Friday 8:00 am to 5:00 pm) Excluding State Holidays	\$ /Hr
In-Person Interpretation Services (Weekends - Saturday through Sunday)	\$ /Hr
In-Person Interpretation Services (Monday through Friday after 5:00pm) Excluding State Holidays	\$ /Hr
In-Person Interpretation Services – Overtime (Exceeding eight (8) hours)	\$ /Hr
Video Remote Interpretation Services (Monday through Friday 8:00 am to 5:00 pm) Excluding State Holidays	\$ Hr
Video Remote Interpretation Services (Weekends - Saturday through Sunday)	\$ /Hr
Video Remote Interpretation Services (Monday through Friday after 5:00pm) Excluding State Holidays	\$ /Hr
Video Remote Interpretation Services – Overtime (Exceeding eight (8) hours)	\$ /Hr
Translation Services of Written Documents	\$ /Word

Note: ALRB does not guarantee any minimum amount of work under this contract. The total maximum amount of this Agreement shall not exceed Ninety Thousand Dollars and Zero Cents (\$90,000.00).

THIS IS A DRAFT (PLEASE FILL OUT ATTACHMENT 2 FOR EVALUATION)

EXHIBIT C

GENERAL TERMS AND CONDITIONS (GTC 02/2025)

<https://www.dgs.ca.gov/-/media/Divisions/OLS/Resources/GTC-Updates/GTC-225-February-2025.pdf>

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. 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.

2. SETTLEMENT OF DISPUTES

- a. In the event of a dispute, Contractor shall file a "Notice of Dispute" with ALRB within ten (10) days of discovery of the problem. Within ten (10) days, the ALRB shall meet with the Contractor and Project Manager for purposes of resolving the dispute.
- b. Any dispute concerning a question of fact arising under the terms of this Agreement which is not disposed of within a reasonable period of time by Contractor and State employees normally responsible for the administration of this Agreement shall be brought to the attention of the ALRB director or designated representative for resolution. The decision of the ALRB director or designated representative shall be final.
- c. In the event of a dispute, the language contained within this Agreement shall prevail over any other language.
- d. 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.

3. 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.

4. STOP WORK ORDER

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

5. TERMINATION

In addition to the rights under Exhibit C of the Standard Agreement, 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.

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.

In the case of early termination, Contractor must submit one (1) original and one (1) copy of a final invoice within 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.

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 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.

6. AMENDMENTS

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

7. INSURANCE REQUIREMENTS

a. 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 per occurrence for bodily injury and property damage liability combined with a \$2,000,000 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:

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

b. Automobile Liability

Contractor shall maintain motor vehicle liability with limits of not less than \$1,000,000 combined single limit. Such insurance shall cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles. The State of California, its officers, agents, and employees are to be covered as additional insureds with respect to liability arising out of work or operations.

c. 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 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.

d. General Provisions Applying to all Policies

Coverage Term: Coverage needs to be in force for the complete term of the Agreement. If insurance expires during the term of the Agreement, 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 Agreement. The Contractor agrees to provide a new certificate of insurance via email to:

Agricultural Labor Relations Board
BSO@ALRB.ca.gov
Subject Line: XX – Insurance Certificate

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.

Deductible: Contractor is responsible for any deductible or self-insured retention contained within their insurance program.

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.

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 of its insurance, review of financial information including a letter of credit may be required.

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.

Inadequate Insurance: Inadequate or lack of insurance does not negate the Contractor's obligations under the Agreement.

8. FORCE MAJEURE

Except for defaults of subcontractors, neither ALRB 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. ALRB may terminate this Agreement immediately in writing without penalty in the event the Contractor invokes this clause.

If the Agreement is not terminated by ALRB 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.

9. REGISTRATION WITH 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 ALRB.

10. 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 ALRB 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 contract.

11. 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.

12. 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. By submitting a bid or proposal, Contractor represents that it is not a target of Economic Sanctions. Should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of the Contractor's bid/proposal any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination by the State.

13. GENAI TECHNOLOGY USE & REPORTING

During the term of the contract, Contractor must notify the State in writing if their services or any work under this contract includes, or makes available, any previously unreported GenAI technology, including GenAI from third parties or subcontractors. Contractor shall immediately complete the GenAI Reporting and Factsheet (STD 1000) to notify the State of any new or previously unreported GenAI technology. At the direction of the State, Contractor shall discontinue the use of any new or previously undisclosed GenAI technology that materially impacts

functionality, risk or contract performance, until use of such GenAI technology has been approved by the State.

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

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

EXHIBIT E
ADDITIONAL PROVISIONS

1. DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) AUDIT

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 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.

2. PREFERENCE PROGRAM (IF APPLICABLE)

Contractor understands and agrees that should award of this contract be based in part on their commitment to use a Disabled Veteran Business Enterprise (DVBE) subcontractor(s) identified in their bid or offer, per Military and Veterans Code section 999.5, subdivision (e), a DVBE subcontractor may only be replaced by another DVBE subcontractor and must be approved by the Department of General Services (DGS). Changes to the scope of work that impact the DVBE subcontractor(s) identified in the bid or offer and approved DVBE substitutions will be documented by contract amendment.

Failure of Contractor to seek substitution and adhere to the DVBE participation level identified in the bid or offer may be cause for contract termination, recovery of damages under rights and remedies due to the State, and penalties as outlined in Military and Veterans Code section 999.9, or Public Contract Code sections 10115.10 or 4110 (applies to public works only).

If for this agreement Contractor made a commitment to achieve DVBE participation, upon completion of the awarded contract, the Contractor must certify to the awarding department all of the following:

The total amount the contractor received under the contract.

The name and address of the DVBE that participated in the performance of the contract and the contract number

The amount and percentage of work the Contractor committed to provide to one or more DVBE under the requirements of the contract and the amount each DVBE received from the Contractor.

That all payments under the contract have been made to the DVBE(s). Upon request by the awarding department, the Contractor shall provide proof of payment for the work.

Form 810 P shall be used for Contractor's certification. Form 810 P is located at the following internet site: http://www.documents.dgs.ca.gov/dgs/fmc/gs/pd/pd_810P.pdf

A person or entity that knowingly provides false information will be subject to a civil penalty for each violation. (Mil. & Vet. Code, § 999.5, subd. (d).)

Withhold: Ten thousand dollars (\$10,000) will be withheld from the final payment, or the full final payment if less than ten thousand dollars (\$10,000), until the Contractor complies with the certification requirements of subdivision (d) of Mil. & Vet. Code Section 999.5. Contractor shall be given 30 days' notice to cure the defect. If, after 30 calendar days from the date of notice, the prime contractor refuses to comply with the certification requirements, DGS shall permanently deduct ten thousand dollars (\$10,000) from the final payment, or the full payment if less than ten thousand dollars (\$10,000).

3. California Rules of Court Rule 2.890. Professional Conduct for Interpreters

a. Representation of qualifications

An interpreter must accurately and completely represent his or her qualifications, training, and relevant experience.

b. Complete and accurate interpretation

An interpreter must use his or her best skills and judgment to interpret accurately without embellishing, omitting, or editing. When interpreting for a party, the interpreter must interpret everything that is said during the entire proceedings. When interpreting for a witness, the interpreter must interpret everything that is said during the witness's testimony.

c. Impartiality and avoidance of conflicts of interest

Impartiality: An interpreter must be impartial and unbiased and must refrain from conduct that may give an appearance of bias.

Disclosure of conflicts: An interpreter must disclose to the judge and to all parties any actual or apparent conflict of interest. Any condition that interferes with the objectivity of an interpreter is a conflict of interest. A conflict may exist if the interpreter is acquainted with or related to any witness or party to the action or if the interpreter has an interest in the outcome of the case.

Conduct: An interpreter must not engage in conduct creating the appearance of bias, prejudice, or partiality.

Statements: An interpreter must not make statements to any person about the merits of the case until the litigation has concluded.

d. Confidentiality of privileged communications

An interpreter must not disclose privileged communications between counsel and client to any person.

- e. Giving legal advice
An interpreter must not give legal advice to parties and witnesses, nor recommend specific attorneys or law firms.
- f. Impartial professional relationships
An interpreter must maintain an impartial, professional relationship with all court officers, attorneys, jurors, parties, and witnesses.
- g. Continuing education and duty to the profession
An interpreter must, through continuing education, maintain and improve his or her interpreting skills and knowledge of procedures used by the courts. An interpreter should seek to elevate the standards of performance of the interpreting profession.
- h. Assessing and reporting impediments to performance
An interpreter must assess at all times his or her ability to perform interpreting services. If an interpreter has any reservation about his or her ability to satisfy an assignment competently, the interpreter must immediately disclose that reservation to the court or other appropriate authority.
- i. Duty to report ethical violations
An interpreter must report to the court or other appropriate authority any effort to impede the interpreter's compliance with the law, this rule, or any other official policy governing court interpreting and legal translating.

Rule 2.890 amended and renumbered effective January 1, 2007; adopted as rule 984.4 effective January 1, 1999.

EXHIBIT F
STATEMENT REGARDING
CONFIDENTIALITY AND SECURITY OF ALRB INFORMATION:

a. Definition, General Confidentiality and Security

As required by the Information Practices Act, codified at Civil Code Section 1798 et seq., and the State Administrative Manual, chapter 5300 and standards issued thereunder, the Agricultural Labor Relations Board ("ALRB") designates the following as the universe of information that shall be protected in a confidential and secure manner by [Name of Vendor] (hereinafter, "Contractor") in the course of performing the services authorized under contract number 9620: all data and information collected, used and maintained by ALRB that must be accessed, received or used by Contractor in order to perform authorized services (referred to in this exhibit as "ALRB Confidential Information"). Examples of ALRB Confidential Information that Contractor will have access to, and must use include, but are not limited to: Employee names and contact information ALRB policies and inspection practices. Only those individuals who are employees, agents or subcontractors of Contractor with a need to access or use ALRB Confidential Information in order to perform their job responsibilities ("Authorized Users") shall be permitted such access or use. Contractor shall protect all ALRB Confidential Information from unauthorized use, disclosure and access through the observance of the same or more stringent procedural and technological data security requirements as those required by applicable federal law, and state law and policy. Contractor shall never consider ALRB Confidential Information "publicly available." Also, Contractor shall maintain and retain as confidential all work product and all work performed under this contract, recommendations or reports made to ALRB, and all discussions between Contractor and ALRB staff, including communications, whether oral, written or electronic.

License

ALRB is the owner of ALRB Confidential Information. ALRB hereby grants to Contractor a limited, non-exclusive, nontransferable, revocable license to use ALRB Confidential Information for the purposes set forth in the Contract until termination, suspension or expiration of the Contract. Contractor shall not access, use or attempt to use, nor shall it enable or authorize any agent, subcontractor or third party to access or use, any ALRB Confidential Information in any manner or for any purpose not authorized under the Contract. The foregoing license does not effect a waiver of either any common law or statutory privilege, or any exemption from disclosure under the California Public Records Act (Gov. Code, § 6250 et seq.). ALRB reserves all such privileges and exemptions.

Authorized Access and Use, Acknowledgments of Confidentiality

Prior to commencing work pursuant to the Contract, each Authorized User shall be provided a copy of this exhibit, "Confidentiality and Security of ALRB Information," and date and sign the ALRB Acknowledgment of Confidentiality attached hereto. Contractor shall provide ALRB with the original signed acknowledgments, retaining a copy of such acknowledgments for its own records.

4. Audit

ALRB reserves the right to audit Contractor, upon written notice provided no less than ten (10) business days before the audit is to be conducted, to ensure Contractor's compliance with the requirements set forth in this exhibit. Such audit may be conducted by ALRB, or by a third party hired and authorized by ALRB to conduct such audit.

5. Disclosures

No reports, information, discoveries or data obtained, assembled or developed by Contractor in its performance of the Contract, including any ALRB Confidential Information, may be released, published, orally disclosed, or made available to any individual or entity without prior written approval from ALRB. In the event Contractor receives a written or oral request under California's Public Records Act (codified at Government Code Section 6250 et seq.) for inspection or copies of records, documents, information or data constituting, containing, or related to ALRB Confidential Information (herein, "PRA Request"), Contractor shall notify ALRB of the PRA Request by close of business, Pacific time, the day it receives the request. Contractor's PRA Request notification to ALRB shall provide in writing the name and contact information of the requestor, and the nature of the request. In addition, Contractor shall provide a copy of the PRA Request if it was made in writing. Contractor shall cooperate fully with ALRB in responding to the PRA Request, and shall not disclose in any manner any of the information, records or data requested without explicit written instructions from ALRB. Contractor shall maintain a log of all such authorized disclosures made in response to a PRA Request and shall provide a copy of such log to ALRB upon ALRB's written request, or upon the suspension, expiration or termination of the Contract. ALRB reserves all exemptions from disclosure available under the PRA.

6. Demands and Orders

If served with a subpoena, court order, or other written demand issued upon or by the authority of a court, or law enforcement or regulatory agency for ALRB Confidential Information, or any records or data pertaining to its performance of the Contract, Contractor shall provide a copy of the demand to ALRB no later than the close of business, Pacific time, on the day Contractor receives the demand. Contractor shall cooperate fully with ALRB in responding to such demand. Prior to Contractor responding to such demand, ALRB shall have the right to oppose the demand, or participate in any resolution, mediation or adjudication of a dispute regarding the demand at ALRB's own expense.

7. Breach Notification; Costs

Contractor shall immediately notify ALRB when it discovers that there has been, or there reasonably may have been a breach in security that has or may have resulted in unauthorized access to, tampering with, loss or theft of ALRB Confidential Information. For purposes of this clause, immediately means within two (2) hours of discovery. ALRB's contacts for such notification are as follows:

Rasha Salma, Chief Information Technology Officer
Agricultural Labor Relations Board
1325 J Street, Ste. 1900-B
Sacramento, CA 95814
Phone: 916.894.6780

Rafael Diaz, Information Technology Specialist II
Agricultural Labor Relations Board
1325 J Street, Ste. 1900-B
Sacramento, CA 95814
Phone: 916.894.6768

Contractor shall cooperate fully with ALRB in its response to such breach, including ALRB's reporting mandated by California's Statewide Information Management Manual and ALRB's investigation of the incident. As soon as possible after the breach, Contractor shall provide a written description of the breach that includes the date of the incident; incident location; general description of the incident and the names of individuals at Contractor who can provide specific

details about the incident; the media or device (if applicable) on which the breached ALRB Confidential Information was maintained and whether such device was encrypted; and whether the ALRB Confidential Information affected by the breach contains personal information. For purposes of this section, "personal information," shall have the same meaning as the definition under California's Information Practices Act, Civil Code Section 1798.3, i.e., "personal information means any information that is maintained by an agency that identifies or describes an individual, including but not limited to, his or her name, social security number, physical description, home address, home telephone number, education, financial matters, and medical or employment history. It includes statements made by, or attributed to, the individual."

Contractor shall be responsible for all costs and fees associated with ALRB's fulfillment of its obligations under state law and policy in the event of a known or reasonably suspected breach, including costs related to notification of affected individuals. Contractor shall indemnify and hold harmless the State in the event of any third party claims or lawsuits arising from such breach.

8. Disposition of ALRB Confidential Information

Upon the expiration, termination or suspension of the Contract (whether such termination or suspension is for breach, alleged breach, dispute, or convenience), Contractor shall at ALRB's election return to ALRB, transfer to another vendor, or provide written, signed certification of destruction of all ALRB Confidential Information. ALRB shall have sole authority to elect whether Contractor must transfer, return, or destroy and certify the destruction of all ALRB Confidential Information. ALRB shall provide written notice to Contractor of its election for the disposition of ALRB Confidential Information prior to or no later than ten (10) business days after the effective date of the expiration, termination or suspension of the Contract. Contractor agrees that it shall not copy, destroy or move any ALRB Confidential Information without written authorization from ALRB.

9. Transmission and Storage Security

Contractor shall store ALRB Confidential Information in a place physically secure from access by unauthorized persons. ALRB Confidential Information must be stored and processed in such a way that protects it from being retrieved by unauthorized persons by computer, remote terminal or other means. Contractor shall secure and maintain any computer systems (servers, hardware and software) that will be used in the performance of this contract by efforts including, but not limited to, ensuring that all security patches, upgrades, and anti-virus updates are applied appropriately to secure data that may be used, transmitted, or stored on any electronic or digital systems used in the performance of the Contract. Contractor shall be responsible for all costs associated with such security and maintenance efforts.

Contractor shall encrypt all ALRB Confidential Information and related data that is stored on portable electronic media (including but not limited to, CDs and thumb drives) and on portable computing devices (including but not limited to laptop computers and PDAs) using cryptographic modules validated by the National Institutes of Standards and Technology ("NIST") to Federal Information Processing Standards 140 – 2 Level 1. For all symmetric cryptography, Contractor shall use cryptographic algorithms and key sizes that are currently NIST-validated: AES with a minimum key size of 128 bits, and/or 3TDEA with a key size of 168 bits. For all public key cryptography, Contractor shall use a minimum key size of 2048 bits. Contractor shall not transmit ALRB Confidential Information or related data via email or other Internet transport protocol over a public network unless the foregoing is secured using NIST-validated cryptographic modules, cryptographic algorithms, and key sizes as specified herein. Contractor shall not use SSL 2.0 or SSL 3.0 but shall employ TLS 1.1 or better.

Contractor shall save and store ALRB Confidential Information and any related data on a secure server to which only Authorized Users have access.

EXHIBIT G

ETHICAL, PROFESSIONAL, AND CONFIDENTIAL STANDARDS ATTESTATION

The Contractor certifies that all interpreters and translators utilized to perform services under this Agreement shall be held to the highest legal, professional, and ethical standards. Prior to the commencement of any services, the Contractor shall ensure that all assigned personnel are trained on, agree to, and uphold the following provisions:

1. Ethical Standards:

Cultural Sensitivity & Courtesy: Interpreters and translators shall be culturally competent, sensitive, and respectful of the individual(s) they serve.

Impartiality: Interpreters and translators shall maintain strict impartiality and shall not counsel, advise, or project their own personal biases or beliefs. Interpreters and translators shall avoid distorting any message in favor of one party over another.

Non-Discrimination: Interpreters and translators shall remain neutral, impartial, and unbiased at all times. Interpreters and translators shall not discriminate on the basis of gender, disability, race, color, national origin, age, socio-economic or educational status, religion, political affiliation, or sexual orientation.

Conflict of Interest: Interpreters and translators shall immediately disclose any real or perceived conflict of interest that could affect their objectivity. Providing services for family members or personal friends is strictly prohibited, as it may violate confidentiality rights or constitute a conflict of interest.

Withdrawal from Assignment: Interpreters and translators who are unable to ethically perform in a given situation shall refuse or withdraw from the assignment without fear of threat or retaliation.

2. Professional Standards:

Professional Integrity: Interpreters and translators shall demonstrate professionalism and personal integrity. If a linguist believes they have interpreted or translated inaccurately or incompletely, they must immediately disclose the error and provide a corrected rendering.

Accuracy: Interpreters and translators shall render messages faithfully, conveying the exact content, spirit, and cultural context of the original message without additions, omissions, or alterations.

Role Boundaries: Interpreters and translators shall maintain the boundaries of their professional role and refrain from personal involvement or establishing unapproved personal relationships with clients or witnesses.

Self-Evaluation: Interpreters and translators shall accurately represent their qualifications, education, and experience. If at any time a linguist has reservations about their competency to

perform a specific assignment, they must immediately notify the Contractor and the State Agency and offer to withdraw.

Professional Development: Interpreters and translators shall maintain ongoing development of their skills through professional training, continuing education, and peer collaboration.

Cultural Competency: Interpreters and translators shall develop awareness of their own and other cultures in order to promote cross-cultural understanding. Interpreters and translators will strive to bridge the cultural differences between all participating parties, by seeking to minimize, and avoid potential misunderstandings based upon stereotyping and/or differing cultural practices, beliefs, or expectations. When clashing cultural beliefs or practices, a lack of linguistic equivalency, or the inability of parties to explain in their own words are encountered, the Interpreter or translator may assist by sharing cultural information or helping develop an explanation that can be understood by all.

Client Review: Upon receipt of a translation, the State Agency shall review it and notify the Contractor within thirty (30) days of any requested corrections. The Contractor shall ensure errors made by the translator are corrected promptly at no additional cost to the State Agency.

Cancellations: If the State Agency cancels or withdraws any portion of a translation assignment, the Contractor shall be compensated for the portion of work already completed under the established contract terms.

3. Confidential Standards:

By agreement with the Agricultural Labor Relations Board (ALRB), the Contractor and its personnel are authorized to access and use sensitive data collected and maintained by the ALRB solely for the performance of contract duties.

Legal Compliance: All data and information are designated as ALRB Confidential Information and are protected under state policy and law, including the California Information Practices Act (Civil Code section 1798 et seq.). Unauthorized access, inspection, use, or disclosure for personal gain, curiosity, or any non-business reason is a violation of State of California law and may result in civil or criminal action (Civ. Code, §§ 1798.56-57).

Access Control: Only those individuals who are employees, subcontractors or agents of Contractor with a need to access or use ALRB Confidential Information in order to perform their job responsibilities shall be permitted to access or use ALRB Confidential Information.

Data Protection Standards: The Contractor ensures that all assigned personnel protect ALRB Confidential Information, regardless of format (electronic or paper), by:

1. Accessing information only as necessary to perform assigned work under this Agreement.
2. Never discussing or sharing ALRB Confidential Information with unauthorized individuals.

3. Storing and maintaining data only in secure, approved locations.
4. Never removing confidential files from designated work sites without explicit authorization and adherence to security protocols.
5. Fully complying with all state encryption requirements for transferring or storing data on portable devices or media.

4. Attestation:

Failure to adhere to the Ethical, Professional, and Confidential Standards outlined above may result in the immediate disqualification of individual personnel, removal from the assignment rotation, and termination of the contract for cause.

I, the undersigned, acting as an authorized representative of the Contractor, do hereby declare, state, and certify the following:

1. I have read, understand, and agree that the Contractor shall enforce all elements of the Ethical, Professional, and Confidential Standards set forth herein.
2. I hereby certify that all interpreters and/or translators requested by and provided to the ALRB pursuant to this Agreement are culturally competent, possess the professional language fluency required to interpret or translate the requested languages, and meet all minimum qualifications established by this contract.

Signature

Date

Printed Name

Title

ATTACHMENT 1
REQUIRED ATTACHMENT CHECKLIST

ATTACHMENT	TITLE	INCLUDED?	
		YES	NO
1	Required Attachment Checklist		
2	Contractor Cost Sheet		
3	Contractor Language List		
4	Payee Data Record (STD 204)		
5	Contractor Certification Clauses (CCC 307)		
6	Bidder Declaration (GSPD-05-105) <i>(Must be signed at bottom)</i>		
7	Darfur Contracting Act Certification <i>(Must be signed with N/A even if does not apply)</i>		
8	California Civil Rights Law Certification		
9	Minimum Qualifications		
10	GenAI Disclosure (If Applicable)		

Bidder Name:	Bidder Signature:	Date:



ALRB
 AGRICULTURAL LABOR
 RELATIONS BOARD

ATTACHMENT 2
CONTRACTOR COST SHEET

Cost Sheet	
Service	Rate
In-Person Interpretation Services (Monday through Friday 8:00 am to 5:00 pm) Excluding State Holidays	\$ /Hr
In-Person Interpretation Services (Weekends - Saturday through Sunday)	\$ /Hr
In-Person Interpretation Services (Monday through Friday after 5:00pm) Excluding State Holidays	\$ /Hr
In-Person Interpretation Services – Overtime (Exceeding eight (8) hours)	\$ /Hr
Video Remote Interpretation Services (Monday through Friday 8:00 am to 5:00 pm) Excluding State Holidays	\$ Hr
Video Remote Interpretation Services (Weekends - Saturday through Sunday)	\$ /Hr
Video Remote Interpretation Services (Monday through Friday after 5:00pm) Excluding State Holidays	\$ /Hr
Video Remote Interpretation Services – Overtime (Exceeding eight (8) hours)	\$ /Hr
Translation Services of Written Documents	\$ /Word
Grand Total:	

Note: The Grand Total used to determine the lowest bid will be calculated by adding the unit rates of all requested services (including hourly interpretation service rates and per-word translation rates). This Grand Total is strictly for evaluation purposes only. Only the individual cost per item/service submitted by the winning vendor will be incorporated into the final Agreement. ALRB does not guarantee any minimum amount of work under this contract. The total maximum amount of this Agreement shall not exceed Ninety Thousand Dollars and Zero Cents (\$90,000.00).

ATTACHMENT 3
CONTRACTOR LANGUAGE LIST

(Bidder to Insert List of Languages for Interpretation and Translation Services)

ATTACHMENT 4
PAYEE DATA RECORD (STD 204)

[Print Form](#) [Reset Form](#)

STATE OF CALIFORNIA – DEPARTMENT OF FINANCE

PAYEE DATA RECORD

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

STD 204 (Rev. 03/2021)

Section 1 – Payee Information

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

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

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

CITY, STATE, ZIP CODE

E-MAIL ADDRESS

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

UNIT/SECTION

MAILING ADDRESS

FAX

TELEPHONE (include area code)

CITY

STATE

ZIP CODE

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

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

Section 5 – Certification

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

Section 6 – Paying State Agency

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

Privacy Statement

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

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

ATTACHMENT 5
CONTRACTOR CERTIFICATION CLAUSE (CCC 307)

Contractor Certification Clause

CCC 307

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.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
---------------------------------------	-------------------

By (Authorized Signature)

Printed Name and Title of Person Signing

Date Executed	Executed in the County of
---------------	---------------------------

CONTRACTOR CERTIFICATION CLAUSES

STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

DRUG-FREE WORKPLACE REQUIREMENTS:

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

- a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b) Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs;
- and,

- 4) penalties that may be imposed upon employees for drug abuse violations.
- c) Provide that every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

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. (PCC 10296) (Not applicable to public entities.)

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 lesser 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.

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.

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).

DOMESTIC PARTNERS:

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

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.

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.

a) Current State Employees (PCC 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.

b) Former State Employees (PCC 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. (PCC 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. (PCC 10430 (e))

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)

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.)

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.

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.

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.

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.

PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other government entity.

ATTACHMENT 6
BIDDER DECLARATION (GSPD-05-105)

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

Solicitation Number _____

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.

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
DARFUR CONTRACTING ACT CERTIFICATION

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 8
CALIFORNIA CIVIL RIGHTS LAW CERTIFICATION

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 9
MINIMUM QUALIFICATIONS

(Bidder to Insert Response to Minimum Qualifications outlined in Section E)

ATTACHMENT 10
GENAI DISCLOSURE (IF APPLICABLE)

(Bidder to Insert GenAI Disclosure if Applicable)

The Bidder must submit a written notification as part of their bidder package if provided services involves the use of Generative Artificial Intelligence as defined below:

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

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

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

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

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