



Business Services Office
1625 N. Market Blvd.
www.dca.ca.gov



**INVITATION FOR BID
IFB EEO-24-01
SIGN LANGUAGE & INTERPRETING SERVICES**

Notice to Prospective Bidders

August 21, 2024

To all Prospective Bidders:

You are invited to review and respond to this Invitation for Bid (IFB) EEO-24-01, entitled Sign Language & Interpreting Services. In submitting your bid, you must comply with the instructions found herein.

Note that all agreements entered into with the State of California shall include by reference General Terms and Conditions (GTC-04/2017) and Contractor Certification Clauses (CCC-04/2017) that may be viewed and downloaded at Internet site <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>. If you do not have Internet access, a hard copy can be obtained by contacting the person listed below.

In the opinion of the Equal Employment Opportunity Office (EEO), this IFB is complete and without need of explanation. However, if you have questions, or should you need any clarifying information, the contact person for this IFB is:

Michelle Gutierrez
Department of Consumer Affairs
Business Services Office, Contracts Unit
1625 N. Market Boulevard, Suite S-103
Sacramento, CA 95834
michelle.gutierrez@dca.ca.gov

Please note that no *verbal* information given shall be binding upon the State unless such information is issued in writing as an official addendum.

Michelle Gutierrez
Contract Administrator
Department of Consumer Affairs

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I. PURPOSE AND DESCRIPTION OF SERVICES:

The Department of Consumer Affairs (DCA), Equal Opportunity Employer Office (EEO), is seeking a Contractor to provide Sign Language & Interpreting Services. The services will be on an “as needed” basis, in person or virtual, to meet the communication access needs of consumers, licensees, licensure applicants, employees, and employment applicants for meetings, examinations, interviews, etc. The communication modes for services provided shall include, but are not limited to, sign language, oral interpreting, tactile interpreting, and lip-reading services, or by any such means as may be required to provide communication access to deaf and hard of hearing persons.

II. TERM OF THE AGREEMENT:

The Department of Consumer Affairs (DCA)/ Equal Employment Opportunity Office (EEO) anticipates that the effective term of this agreement will be September 15, 2024 (or upon approval, whichever occurs later) through September 14, 2026.

III. CONTACT PERSON:

Responses and questions regarding bid requirements and information shall be sent or directed to:

Department of Consumer Affairs
Business Services Office – Contracts Unit
Attn: Michelle Gutierrez
1625 North Market Blvd., Suite S-103
Sacramento, CA 95834
michelle.gutierrez@dca.ca.gov

IV. MINIMUM QUALIFICATIONS FOR BIDDERS:

The following are the minimum qualifications for Bidders that respond to this IFB. Bidders must clearly demonstrate that these minimum qualifications are met in the Bidder Certification Sheet (Attachment 2) that will be included in the Bidder’s response to this IFB:

1. Must be in good standing and registered with the California Secretary of State and licensed to do business in the State of California.
2. Must be able to provide services throughout the State of California.
3. Must be a certified ASL Interpreter.
4. Must have a minimum 5 years’ experience providing communication access real time translation services.

V. TIME SCHEDULE:

Listed below are important dates and times by which specific actions must be taken or completed. If DCA/EEO finds it necessary to change any of these dates, it will be accomplished via an addendum to the IFB. Any dates that follow the final date for

bid submission are only approximate and may be adjusted by DCA/EEO as conditions indicate without addendum to this IFB.

| <u>Event</u> | <u>Date/Time</u> |
|--|--|
| IFB available to Bidders | August 21, 2024 |
| Final Date for submission of Written Questions | August 27, 2024 @ 3:00 PM |
| Response to Written Questions | August 29, 2024 |
| Final Date for Bid Submission | September 4, 2024 @ 3:00 PM |
| Public Bid/Cost Opening | September 5, 2024 @ 10:00 AM |
| Anticipated Agreement Start Date | September 15, 2024 (or upon approval) |

VI. WRITTEN QUESTIONS OR INQUIRIES:

Questions and issues regarding this IFB must be submitted electronically via e-mail to Michelle Gutierrez at michelle.gutierrez@dca.ca.gov by the date indicated in Section III, Bid Requirements and Article V. Time Schedule. Questions received after this date will only be addressed at DCA/EEO discretion.

If substantive changes to this IFB are deemed appropriate by the DCA/EEO as a result of questions received, an addendum will be issued. The addendum will become part of the IFB.

This IFB may only be changed by written addendum. Any verbal representations made by DCA/EEO staff are not binding on either DCA/EEO or the bidder and cannot be interpreted as modifications or clarifications to this IFB.

VII. SUBMISSION OF BID:

1. Bids can be submitted electronically via e-mail to Michelle Gutierrez at michelle.gutierrez@dca.ca.gov or they can be sent under sealed envelope by the Department of Consumer Affairs, Contracts Unit by the date and time specified in section V, Time Schedule. The sealed envelope must be plainly marked **“BID for Sign Language & Interpreting Services - IFB EEO-24-01, Attention: Michelle Gutierrez, Contracts Unit - DO NOT OPEN”** and delivered to the address stated below.

**Department of Consumer Affairs
Business Services Office – Contracts Unit
Attn: Michelle Gutierrez
1625 N. Market Blvd., Suite S-103
Sacramento, CA 95834**

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Bids that are mailed in or physically delivered, must have one (1) bid marked "MASTER" (bearing original wet or electronic signatures) and one (1) copy one the bid. If discrepancies are found between the master and the copy of the bid, the "MASTER" bid will prevail over all others.

Neither the postmark on the bid proposal envelope nor receipt in the California Department of Consumer Affairs Mailroom will constitute timely delivery. Any bid received, and time stamped in the California Department of Consumer Affairs, Contracts Unit on or before the date and time specified in the Time Schedule identified in Article V, will be considered timely delivery.

It is the policy of the Department of Consumer Affairs to make every effort to ensure that all bids have been received and properly time stamped; however, bidders are ultimately responsible for ensuring timely receipt of their bid. Bidders may verify receipt of their bid by contacting the person identified in the cover letter of this IFB.

2. All bids shall include the documents identified on the IFB Checklist (Attachment 8). Bids not including the proper "Required Attachments" or that do not meet the basic bid requirements shall be deemed non-responsive. A non-responsive bid is one that does not meet the basic bid requirements and is justification for rejection.
3. All documents requiring a signature, can be signed electronically or via original signature of a person authorized to bind the bidding firm.
4. Bids must be submitted for the performance of all the services described herein. Any deviation from the work specifications shall not be considered and shall cause a bid to be rejected.
5. A bid may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. DCA may reject any or all bids and may waive any immaterial deviation in a bid. The DCA'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.
6. 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 DCA.
7. An individual who is authorized to bind the bidding firm contractually must sign the Bidder Certification Sheet (Attachment 2). The signature must indicate the title or position that the individual holds in the firm. An unsigned bid shall be rejected.
8. 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, shall not be considered.

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9. A bidder may withdraw its bid by submitting a written withdrawal request to the State, signed by the bidder or an authorized agent. A bidder may thereafter submit a new bid prior to the bid submission deadline. Bids may not be withdrawn without cause subsequent to the bid submission deadline.
10. The DCA may modify the IFB prior to the date fixed for submission of bids by the issuance of an addendum to all parties who received a bid package.
11. The DCA reserves the right to reject all bids. The DCA reserves the right to reject any bid that it deems not cost reasonable or for any other reason it deems a bid does not meet the requirements of this IFB. The DCA **is not required to award an agreement** as a result of this IFB.
12. Before submitting a response to this solicitation, bidders should review, correct all errors, and confirm compliance with the IFB requirements.
13. The DCA does not accept alternate agreement language from a prospective contractor. A bid with such language shall be considered a counter proposal and will be rejected. The State's General Terms and Conditions (GTC) are not negotiable.
14. No oral understanding or oral agreement shall be binding on either party.
15. The State of California seeks to realize the potential benefits of GenAI, through the development and deployment of GenAI tools, while balancing the risks of these new technologies.

Bidders/Offerors/Contractors must notify the State in writing if their solution or service includes, or makes available, any GenAI technology, including GenAI from third parties or subcontractors. The State has developed a GenAI Reporting & Factsheet (STD 1000) to be completed by the Bidder/Offeror/Contractor.

Failure to submit the GenAI Reporting and Factsheet (STD 1000) will result in disqualification of the Bidder/Offeror/Contractor.

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

Upon receipt of a Bidder/Offeror/Contractor [GenAI Disclosure & Factsheet \(STD 1000\)](#) 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.

The State has developed a GenAI Disclosure & Factsheet to be completed by the Bidder/Offeror, see attachment 12.

VIII. PROHIBITION ON TAX DELINQUENTS:

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1. Pursuant to Public Contract Code section 10295.4, persons or companies identified as the largest tax delinquents by the Franchise Tax Board (FTB) or the California Department of Tax and Fee Administration (CDTFA) shall be disqualified from bidding and ineligible to enter into any agreement with the state for non-IT goods or services. Any agreement entered into in violation of section 10295.4 is void and unenforceable.
2. Prior to executing any state agreement or renewal for non-IT goods or services, the DCA/EEO shall verify that the proposed awardee(s) is not on a prohibited list by checking both the FTB and CDTFA websites.

IX. LOSS LEADER:

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

X. EVALUATION AND SELECTION PROCESS:

1. Each bid will be checked for the presence or absence of required information in conformance with the submission requirements of this IFB.
2. The DCA will evaluate each bid to determine its responsiveness to all IFB requirements. All bidders must meet the minimum qualifications, as stated in Article IV – Minimum Qualifications for Bidders and provide all of the required attachments as outlined in the Attachment 8 – IFB Checklist to be considered responsive.
3. Bids that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the bidder, may be rejected. If in the opinion of the DCA, information submitted by the bidder was intended to mislead the DCA in its evaluation of the bid and the attribute, condition, or capability is a requirement of the IFB, it will be the basis for rejection of the bid.
4. The final selection will be made based on the lowest responsive bid. In the event of a tie in the bid amount, a tiebreaker will be decided by a coin toss observed by witnesses. Affected bidders will be invited to witness the coin toss.

XI. AWARD AND PROTEST:

1. Award of Contract:

The contract shall be awarded based on the responsive/responsible bidder submitting the lowest bid that complies with all requirements of the IFB, and any addenda thereto, except for such immaterial defects as may be waived by the State.

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Award if made will be made within ninety (90) days (if no protest of the award is received) after the scheduled date for the Intent to Award. If a protest is received, the Award, if made, will be after the protest is resolved.

Whenever an agreement is awarded under a procedure that provides for competitive bidding, but the agreement is not to be awarded to the low bidder, the low bidder shall be notified by telegram, electronic facsimile transmission, overnight courier, or personal delivery five (5) working days prior to the award of the agreement.

2. Protest:

All protests must be made in writing, signed by an officer of the company or individual authorized to do so and submitted within five (5) working days of the State's posting of its intent to award. An original copy of the protest must be mailed (i.e. certified mail with return receipt requested) to:

Department of General Services
Office of Legal Services
Attention: Bid Protest Coordinator
707 3rd Street, 7th Floor, Suite 7-330
West Sacramento, CA 95605
Email: OLSProtests@dgs.ca.gov

A copy of the protest must also be mailed (certified or registered recommended) to:

Department of Consumer Affairs
Business Services Office – Contracts Unit
Attn: Michelle Gutierrez
1625 N. Market Blvd., Suite S103
Sacramento, CA 95834

Within five (5) working days of filing a protest, the bidder must submit a complete written statement specifying the grounds of the protest to the same aforementioned individuals. The protestor must provide facts and evidence to support its claim.

XII. DISPOSITION OF BIDS:

1. Upon bid opening, all documents submitted in response to this IFB will become the property of the State of California and will be regarded as public records under the California Public Records Act (Government Code Section 7920.000 et seq.) and subject to review by the public.
2. Bid packages may be returned only at the bidder's expense unless such expense is waived by the DCA.

XIII. AGREEMENT EXECUTION AND PERFORMANCE:

1. Performance shall start on the date set by the DCA and the Contractor, after all approvals have been obtained and the agreement is fully executed. The agreement will be executed only upon the State's acceptance of the Contractor's certificates of insurance, bonds, licenses, and permits, when such items are required. Should the Contractor fail to commence work at the agreed upon time, the DCA, 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. The lowest responsive bidder shall enter into an Agreement with the State, which will be prepared on a State of California Standard Agreement.
3. All performance under this agreement shall be completed on or before the termination date of the Agreement.
4. Should it become necessary to modify the terms of the resulting contract, those modifications may be made through a written amendment to the contract to the extent allowable by State Contracting Manual, Volume 1, Chapter 5, section 5.81. A contract amendment shall not be effective unless in writing and until fully executed by both parties.
5. The Agreement will not include a hard copy of the General Terms and Conditions (Exhibit C, GTC-04/2017), they will be incorporated by reference and made part of this Agreement and can be viewed here:
<https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>

XIV. BID SUBMISSION REQUIREMENTS:

The bid submission package must include the following required forms fully completed and signed where applicable:

1. **ATTACHMENT 1 - BIDDER'S COST SHEET** – must be completed and submitted with an original signature by the individual legally authorized to bind the bidder. The cost sheet must contain the proposed bid cost for Total Cost.
2. **ATTACHMENT 2 - BIDDER CERTIFICATION SHEET** – This Bid/Bidder Certification Sheet **must** be signed and returned along with all the "required attachments" as an entire package.
3. **ATTACHMENT 3 - BIDDER REFERENCES** – must provide three references for services performed within the last five (5) years, which are similar to Exhibit A, Scope of Work to be performed in this contract.

4. **ATTACHMENT 4 – BIDDER DECLARATION FROM (GSPD-05-105)** – must be completed and submitted with original signature.
5. **ATTACHMENT 5 – PAYEE DATA RECORD** – must be completed with original signature.
6. **ATTACHMENT 6 – CONTRACTOR CERTIFICATION CLAUSES** – must be signed and dated with original signature.
7. **ATTACHMENT 7 - DARFUR CONTRACTING ACT CERTIFICATION FORM** – must be fully completed, signed, and dated with original signature.
8. **ATTACHMENT 8 – IFB CHECKLIST** – is to be used to confirm compliance with the bid submission requirements. The checklist must be fully completed and submitted as the cover to your bid package.
9. **ATTACHMENT 9 – Small Business Preference** (Optional – Submit if applicable)
10. **ATTACHMENT 10 – Target Area Contract Preference Act (TACPA)**, (Optional – Submit if applicable)
11. **ATTACHMENT 11 – California Civil Rights Laws Certification** (Required – Submit if bid is over \$100,000.00)
12. **ATTACHMENT 12 – Generative Artificial Intelligence (GenAI) Disclosure & Factsheet** – must be completed with original signature.

XV. DARFUR CONTRACTING ACT OF 2008:

Effective January 1, 2009, all Invitations for Bids (IFB) or Requests for Proposals (RFP) for goods or services must address the requirements of the Darfur Contracting Act of 2008 (Act). (Public Contract Code sections 10475, et seq.; Stats. 2008, Ch. 272.) The Act was passed by the California Legislature and signed into law by the Governor to preclude State agencies generally from contracting with “scrutinized” companies that do business in the African nation of Sudan (of which the Darfur region is a part), for the reasons described in Public Contract Code section 10475.

A scrutinized company is a company doing business in Sudan as defined in Public Contract Code section 10476. Scrutinized companies are ineligible to, and cannot, bid on or submit a proposal for a contract with a State agency for goods or services. (Public Contract Code section 10477(a).)

Therefore, Public Contract Code section 10478 (a) requires a company that currently has (or within the previous three years has had) business activities or other operations outside of the United States to certify that it is not a “scrutinized”

company when it submits a bid or proposal to a State agency (See # 1 on Attachment 7).

A scrutinized company may still, however, submit a bid or proposal for a contract with a State agency for goods or services if the company first obtains permission from the Department of General Services (DGS) according to the criteria set forth in Public Contract Code section 10477(b) (See #2 on Attachment 7).

XVI. SMALL BUSINESS ENTERPRISE PREFERENCE:

Overview: Current law encourages state departments to first consider a Small Business Enterprise (Small)/Microbusiness Enterprise (Micro) for contracting opportunities. The DCA is committed to supporting Small/Micro business participation in state contracting and seeks to use certified Small/Micro businesses whenever possible.

The State of California provides a five percent (5%) preference to Small/Micro Business proposers. This 5% preference is also provided to Non-Small Businesses that commit to subcontract, with one or more California-certified Small/Micro businesses, at least 25% of the net bid price, as specified below. The standard contract language for the preference programs can be found at <https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Certify-or-Re-apply-as-Small-Business-Disabled-Veteran-Business-Enterprise>. For the purposes of this section, the definitions specified in Title 2, California Code of Regulations (CCR), §1896.4 shall apply unless otherwise noted.

Questions regarding certification of small businesses should be directed to the Office of Small Business and DVBE Services (OSDS) at (916) 375-4940. See below for an example of how a Small Business preference is applied.

| Bidder | A | B | C |
|----------------------------|----------|----------|----------|
| Responsive & Responsible | Y | Y | Y |
| SB Preference and Claiming | SB | None | SB |
| Net Bid Amount | \$32,995 | \$31,900 | \$32,500 |
| Initial Ranking | 3 | 1 | 2 |
| SB Preference Amount* | \$1,595 | 0 | \$1,595 |
| Evaluated Bid Price | \$31,400 | \$31,900 | \$30,905 |
| Re-Ranking | 2 | 3 | 1 |

*Note: the 5% SB preference is calculated from the lowest net bid received ($0.05 \times \$ = \$$) and that value is then applied to all SB bids.

XVII. TARGET AREA CONTRACT PREFERENCE ACT (TACPA) (if applicable):

Refer to <https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Request-a-Target-Area-Contract-Preference?search=small-business-preference> for more information.

XVIII. DISABLED VETERAN BUSINESS ENTERPRISE PROGRAM (DVBE) PARTICIPATION:

Section 10115 et seq. of the Public Contract Code, and Section 999 et seq. of the Military and Veterans Code require a goal of three percent (3%) for Disabled Veteran Business Enterprise (DVBE) participation for all contracts on an agency-wide basis of \$25,000.00 and over unless exempted due to the services provided.

DVBE participation requirements are being **waived** for this IFB.

XIX. DVBE INCENTIVE OPTION:

The State is committed to achieving legislatively established goals for the participation of DVBEs in all state contracts and seeks to use certified DVBE business whenever possible. Therefore, the State requests your voluntary participation in reporting any certified DVBEs including yourself, that will be used in the performance of this Agreement. An explanation of the Disabled Veteran Business Enterprise Program (DVBE) requirements can be found at the Internet web site:

<https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Certify-or-Re-apply-as-Small-Business-Disabled-Veteran-Business-Enterprise>

BIDDER'S COST SHEET
IFB EEO-24-01

Contract Term: September 15, 2024 (or upon approval, whichever occurs later) through September 14, 2026.

ALL RATES CORRESPOND TO AN HOURLY RATE FOR ONE (1) INTERPRETER

A:

| Service | Hourly Rate Per Interpreter | X Est. Number of Hours | Total Costs for 2 years: |
|--|--------------------------------|------------------------------|-----------------------------|
| Certified sign language interpreting | | 200 hours | |
| Overtime charge (Monday – Friday after 6pm) | | 100 hours | |
| Less than 48-hour notice (i.e., emergency, weekends, holidays) | | 50 hours | |
| Legally Certified Interpreter | | 50 hours | |
| Travel (mileage and per diem) * | | 50 hours | |

B:

| Service | Hourly Rate Per Captioner | X Number of Hours | Total: |
|--|------------------------------|-------------------------|--------|
| CART – Communication Access Realtime Translation | | 100 hours | |
| Overtime charge (Monday – Friday after 6pm) | | 50 hours | |
| Less than 48-hour notice (i.e., emergency, weekends, holidays) | | 50 hours | |
| Legally Certified Interpreter | | 50 hours | |
| Travel (mileage and per diem) * | | 25 hours | |

TOTAL OF A +B = \$_____

*This is just an estimate to for comparison. Any quantities listed on the Bidder's Cost Sheet are estimates only and are offered as a basis for comparison.

Department of Consumer Affairs, Equal Opportunity Employer Office
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The DCA/EEO reserves the right to make mathematical corrections to Cost Sheet and/or contact the bidder for clarification purposes.

I hereby certify that I am authorized to sign this Cost Sheet and warrant that the cost shown above is accurate and represents an unconditional offer to the Department of Consumer Affairs.

| | |
|---------------------|---------------------|
| Signature | Date Signed |
| Printed Name | Title |
| Legal Business Name | Federal I.D. Number |

**Bid form(s) must be completed in its entirety.
An unsigned bid form may result in disqualification.
Questions regarding completion of this form should be brought to the attention of:
Michelle Gutierrez at michelle.gutierrez@dca.ca.gov**

ATTACHMENT 2**BIDDER CERTIFICATION SHEET**

This Bidder Certification Sheet **must** be signed and returned along with all the "required attachments" as an entire package. The bid must be transmitted in a sealed envelope in accordance with the IFB instructions.

By signing this certification, the bidder certifies that:

- A. An all-inclusive bid is submitted as detailed in the Bidder Cost Sheet, (Attachment 2).
- B. All required attachments are included with this certification sheet.
- C. Bidder or Bidder's employees must have minimum of at least two (2) years of experience providing services as described in Exhibit A, Scope of Work and must be able to provide three (3) references with at least one (1) being a state government or city/county entity.
- D. The signature affixed hereon and dated certifies compliance with all the requirements of this bid document and authorizes the verification of any part of this bid.

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

| | | |
|---|---|---|
| 1. Company Name | 2. Telephone Number () | 2a. Fax Number () |
| 3. Address | | |
| Indicate your organization type: | | |
| 4. <input type="checkbox"/> Sole Proprietorship | 5. <input type="checkbox"/> Partnership | 6. <input type="checkbox"/> Corporation |
| Indicate the applicable employee and/or corporation number: | | |
| 7. Federal Employee ID No. (FEIN) | 8. California Corporation No. | |
| 9. Indicate applicable license and/or certification information: | | |
| 10. Bidder's Name (Print) | | 11. Title |
| 12. Signature | | 13. Date |
| 14. Are you certified with the Department of General Services, Office of Small Business & DVBE Services (OSDS) as: | | |
| <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> a. Small Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter certification number: _____ </div> <div style="width: 45%;"> b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter your service code below: _____ </div> </div> | | |
| NOTE: A copy of your Certification is required to be included if either of the above items is checked "Yes." Date application was submitted to OSDS, if an application is pending: _____ | | |

Completion Instructions for Bidder Certification Sheet (ATTACHMENT 2 - cont'd)

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

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

ATTACHMENT 3**BIDDER REFERENCES**

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

List below three references for services performed within the last five (5) years, which are similar to the scope of work to be performed in this contract.

| | | | |
|---------------------------------------|------|--------------------------|----------|
| REFERENCE 1 | | | |
| Name of Firm | | | |
| Street Address | City | State | Zip Code |
| Contact Person | | Telephone Number | |
| Dates of Service | | Value or Cost of Service | |
| Brief Description of Service Provided | | | |
| | | | |
| REFERENCE 2 | | | |
| Name of Firm | | | |
| Street Address | City | State | Zip Code |
| Contact Person | | Telephone Number | |
| Dates of Service | | Value or Cost of Service | |
| Brief Description of Service Provided | | | |
| | | | |
| REFERENCE 3 | | | |
| Name of Firm | | | |
| Street Address | City | State | Zip Code |
| Contact Person | | Telephone Number | |
| Dates of Service | | Value or Cost of Service | |
| Brief Description of Service Provided | | | |
| | | | |

ATTACHMENT 4

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? |
|--|--|--|---|---------------------------------|--------------------------|--------------------------|
| | | | | | <input type="checkbox"/> | <input type="checkbox"/> |
| | | | | | <input type="checkbox"/> | <input type="checkbox"/> |
| | | | | | <input type="checkbox"/> | <input type="checkbox"/> |

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

Page _____ of _____

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 5 - PAYEE DATA RECORD

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)

Print Form

Reset Form

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.
 - o 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 6

Contractor Certification Clause (04/2017)

CERTIFICATION

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

| | |
|--|---------------------------|
| 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, 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 maybe 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 Sweat free Code of Conduct as set forth on the California Department of Industrial Relations [website](#) 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:

Sign Language & Interpreting Services

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 7

Darfur Contracting Act Certification

Pursuant to Public Contract Code section 10478, if a bidder or proposer currently or within the previous three years has had business activities or other operations outside of the United States, it must certify that it is not a “scrutinized” company as defined in Public Contract Code section 10476.

Therefore, to be eligible to submit a bid or proposal, please insert your company name and Federal ID Number and complete only one of the following three paragraphs (via initials for Paragraph # 1 or Paragraph # 2, or via initials and certification for Paragraph #3):

| | |
|---|--------------------------|
| <i>Company/Vendor Name (Printed)</i> | <i>Federal ID Number</i> |
| <i>Printed Name and Title of Person Initialing (for Options 1 or 2)</i> | |

1. _____ We do not currently have, and have not had within the previous
 Initials three years, business activities or other operations outside of the
 United States.

OR
2. _____ We are a scrutinized company as defined in Public Contract Code
 Initials section 10476, but we have received written permission from the Department of
 General Services (DGS) 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.

OR
3. _____ We currently have, or we have had within the previous three years,
 Initials business activities or other operations outside of the United States,
 + certification but we certify below that we are not a scrutinized company below
 as defined in Public Contract Code section 10476.

CERTIFICATION For # 3.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective proposer/bidder to the clause listed above in # 3. This certification is made under the laws of the State of California.

| | |
|---|--|
| <i>By (Authorized Signature)</i> | |
| <i>Printed Name and Title of Person Signing</i> | |
| <i>Date Executed</i> | <i>Executed in the County and State of</i> |

ATTACHMENT 8

IFB CHECKLIST

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

Complete this checklist to confirm the items in your bid. Place a check mark or "X" next to each item that you are submitting to the State. For your bid to be responsive, all required attachments must be returned. This checklist must also be returned with your bid package.

| X | Attachment | Attachment Name/Description |
|---|---------------|---|
| | Attachment 1 | Bidder's Cost Sheet – (REQUIRED - Attachment included in this IFB) |
| | Attachment 2 | Bid/Bidder Certification Sheet (REQUIRED - Attachment included in this IFB.) |
| | Attachment 3 | Bidder References (REQUIRED - Attachment included in this IFB.) |
| | Attachment 4 | Bidder Declaration See Internet Web Site: Bidder Declaration (REQUIRED - Submit with Bid Package) |
| | Attachment 5 | Payee Data Record (STD. 204) See Internet Web Site: Payee Data Record (REQUIRED - Submit with Bid Package) |
| | Attachment 6 | Contractor Certification Clauses (CCC-04/2017) See Internet Web Site: Contractor Certification Clauses (REQUIRED - Submit with Bid Package) |
| | Attachment 7 | Darfur Contracting Act Certification Form See Internet Web Site: Darfur Certification (REQUIRED - Submit with Bid Package) |
| | Attachment 8 | IFB Checklist (REQUIRED - Attachment included in this IFB.) |
| | Attachment 9 | Small Business Preference (OPTIONAL - Submit if applicable.) If this is not applicable, place "N/A" |
| | Attachment 10 | Target Area Contract Preference Act (TACPA) See Internet Website: TACPA (OPTIONAL - Submit if applicable.) If this is not applicable, place "N/A" |
| | Attachment 11 | California Civil Rights Laws Certification (REQUIRED – Submit if bid is over \$100,000.00) If this is not applicable, place "N/A" |
| | Attachment 12 | Generative Artificial Intelligence (GenAI) Disclosure & Factsheet See Internet Web Site: STD 1000 Generative Artificial Intelligence (GenAI) Disclosure & Factsheet (ca.gov) (REQUIRED - Submit with Bid Package) |

ATTACHMENT 9

Small Business (SB) Preference Sheet

NOTICE TO ALL BIDDERS:

Small Business and Non-Small Business Subcontractor Preferences

- a. Small businesses will be granted the five percent (5%) small business preference on a bid evaluation by an awarding department when a responsible non-small business has submitted the lowest-priced, responsive bid or a bid that has been ranked as the highest scored bid pursuant to a solicitation evaluation method described in Section 1896.8, and when the small business:
 1. Has included in its bid a notification to the awarding department that it is a small business or that it has submitted to the Department a complete application pursuant to Section 1896.14 no later than 5:00 p.m. on the bid due date, and is subsequently certified by the Department as a small business; and
 2. Has submitted a timely, responsive bid; and
 3. Is determined to be a responsible bidder.
- b. Non-small business bidders will be granted a five percent (5%) non-small business subcontractor preference on a bid evaluation by an awarding department when a responsible non-small business has submitted the lowest-priced responsive bid or a bid that has been ranked as the highest scored bid pursuant to a solicitation evaluation method described in Section 1896.8, and when the non-small business bidder:
 1. Has included in its bid a notification to the awarding department that it commits to subcontract at least twenty-five percent (25%) of its net bid price with one or more small business(es); and
 2. Has submitted a timely, responsive bid; and
 3. Is determined to be a responsible bidder; and
 4. Submits a list of the small business(es) it commits to subcontract with for a commercially useful function in the performance of the contract. The list of subcontractors shall include their name, address, phone number, a description of the work to be performed, and the dollar amount or percentage (as specified in the solicitation) per subcontractor.

Are you a California certified small business? ☐ YES ☐ NO

Are you a non-SB subcontracting at least 25% to a California certified SB? ☐ YES ☐ NO

Company Name: _____

Signature: _____ Date: _____

A copy of the SB certification letter from OSDs or any proof of certification from the State of California, including an e-mail or a Web site print out must be included.

If you have applied and not yet been formally certified, include the date of application.

Date applied (if not yet certified): _____

ATTACHMENT 11

CALIFORNIA CIVIL RIGHTS CERTIFICATION

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract over \$100,000 on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts over \$100,000 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 over \$100,000 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. <i>Proposer/Bidder Firm Name (Printed)</i> | | <i>Federal ID Number</i> |
| <i>By (Authorized Signature)</i> | | |
| <i>Printed Name and Title of Person Signing</i> | | |
| <i>Date Executed</i> | <i>Executed in the County and State of</i> | |

Attachment 12

GENERATIVE ARTIFICIAL INTELLIGENCE (GenAI) DISCLOSURE & FACTSHEET

STATE OF CALIFORNIA
GENAI REPORTING AND FACTSHEET
STD 1000 (REV. 07/2024)

DEPARTMENT OF GENERAL SERVICES
PROCUREMENT DIVISION

Generative Artificial Intelligence (GenAI) Reporting and Factsheet

Section 1: Bidder / Offeror / Contractor Information

| | | | |
|--------------------------------|------|----------------------------------|----------|
| Solicitation / Contract Number | | Bidder ID / Vendor ID (optional) | |
| Business Name | | Business Telephone Number | |
| Business Address | City | State | Zip Code |

Contract / Description of Purchase

| |
|--|
| |
|--|

Section 2: Reporting and Factsheet

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

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

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

| | |
|--|--|
| 1. GenAI Model Name LLM Version (Including number of parameters) All Model Names/ Owners for The Solution or Offering | |
|--|--|

STATE OF CALIFORNIA
GENAI REPORTING AND FACTSHEET
STD 1000 (REV. 07/2024)

DEPARTMENT OF GENERAL SERVICES
PROCUREMENT DIVISION

| | |
|--|--|
| 2. Applications / Product Owner (GenAI powered or driven) | |
| 3. Product Description | |
| 4. Use Case(s) | |
| 5. Intended Information Domain | |
| 6. Explain how the GenAI system is not adversely affecting decisions that materially impact access to, or approval for, housing or accommodations, education, employment, credit, health care, and criminal justice. | |
| | |

Signature

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

 

Signature

Date

Submit completed form to the awarding department.

GenAI Reporting and Factsheet Instructions

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

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

EXHIBIT A
SCOPE OF WORK

I. PURPOSE:

Contractor (TBD) agrees to provide to Department of Consumer Affairs (DCA), Equal Employment Opportunity Office (EEO) with sign language interpreting services on an “as needed” basis, in person or virtual, to meet the communication access needs of consumers, licensees, licensure applicants, employees, and employment applicants for meetings, examinations, interviews, etc. The communication modes for services provided shall include, but are not limited to, sign language, oral interpreting, tactile interpreting, and lip-reading services, or by any such means as may be required to provide communication access to deaf and hard of hearing persons, as described herein.

I. LOCATION AND SCHEDULE:

- A. The services shall be provided throughout California as requested by the DCA.
- B. The services shall be held during the normal working hours of 8:00 a.m. to 5:00 p.m., PST, Monday through Friday, except State holidays. When after hours and weekend services are required, services shall be paid according to the Cost Worksheet, Exhibit B, Attachment 1.

II. PROJECT COORDINATORS:

The project coordinators during the term of this agreement will be:

| | |
|---------------------------------------|------------|
| <u>Department of Consumer Affairs</u> | <u>TBD</u> |
| Equal Employment Opportunity Office | Name: |
| Name: Shamekia McBride | |
| Phone: (916) 574-8328 | Phone: |
| Email: shamekia.mcbride@dca.ca.gov | Email: |

Direct all agreement inquiries to:

| | |
|--|------------|
| <u>Department of Consumers Affairs</u> | <u>TBD</u> |
| Contracts Unit | |
| Attention: Michelle Gutierrez | Name: |
| Address: 1625 N. Market Street, S103 | Address: |
| Sacramento, CA 95834 | |
| Phone: | Phone: |
| Email: michelle.gutierrez@dca.ca.gov | Email: |

III. CONTRACTOR RESPONSIBILITIES:

- A. The Contractor shall provide one or more certified sign language interpreter(s) for current and prospective DCA employees, current and prospective DCA licensees, and consumers in a variety of situations which may include, but are not limited to, conferences, meetings, trainings, interviews, and examinations. The Contractor shall provide the following interpreting services upon request:
- a. Sign language interpreting: A form of interpreting and communicating auditory information into a language that employs signs made by moving the hands combined with facial expressions and postures of the body.
 - b. Tactile interpreting: A form of sign language for persons who are both deaf and blind.
 - c. Team interpreting: For lengthy or complex assignments, two persons will sign. The DCA reserves the right to determine whether a team of two (2) interpreters is needed.
 - d. Intermediary interpreting: Assessment of the needs of a deaf or hard of hearing person.
 - e. Oral interpreting: Transliteration and facial expression, lip/mouth movement and hand gestures for persons who do not use sign language.
 - f. Real-time captioning - Simultaneous written text of spoken language displayed either on a computer screen or overhead projector by a professional captioner.
- B. The Contractor shall have the ability and willingness to accommodate interpreting assignments for a minimum of two (2) hours in duration. The Contractor shall invoice the DCA only for the time for which interpreting services were provided.
- C. The Contractor may invoice the DCA for travel in accordance with Exhibit B.
- D. The contracted interpreters must be proficient in both interpreting the spoken English language to American Sign Language (ASL) (voice to sign) and ASL to the spoken English language (sign to voice).
- E. The contracted interpreters shall adhere to the National Registry of Interpreters for the Deaf (RID) Code of Professional Conduct in connection with all duties related to this contract.
- F. The DCA, EEO Office shall notify the Contractor five (5) business days in advance when the Contractor is required to provide services for scheduled meetings, depositions, examinations, etc. Less than 48- hour notice during the work week (emergency appointments, evenings, weekends, holidays) is subject to availability.
- G. The DCA, EEO Office will provide the Contractor a standard notification request via email at least five (5) business days prior to the assignment, Monday through Friday, weekends generally not included.

H. The Contractor will provide interpreting services upon five (5) business days or more advance notice. Occasionally, the DCA may request services with less than five (5) business days' notice. In this case, the Contractor will make every effort to fill the assignment. All contact between the Contractor and the DCA will be handled through email, with the exception of requests with less than 48 hours' notice. These assignments will initially be requested by telephone and followed up with a confirming email.

I. The number of paid interpreters required will depend on the duration of the assignment:

| | |
|------------------|------------------------------------|
| 1-30 minutes: | One interpreter |
| 31-60 minutes: | Option of one or two interpreters* |
| Over 60 minutes: | Two interpreters |

*The DCA may request one or two interpreters. In the event that the DCA requests two interpreters, both interpreters will be paid for the duration of the scheduled time.

J. After five (5) hours of work, interpreters are required to take an unpaid lunch break of at least half an hour (1/2). Multiple interpreters working an assignment must take unpaid lunch breaks in shifts.

K. The Contractor must confirm within 24 hours, via email, that they have initially received the standard notification request for services. The Contractor must confirm, via email, the name(s) of the assigned interpreter(s) no later than 48 hours prior to the requested assignment time.

L. If the Contractor cannot fulfil a DCA interpreting request, the Contractor must notify the DCA EEO Office at least 48 hours prior to the requested assignment time, stating that the request cannot be filled.

M. If a DCA employee/applicant, licensee/applicant, or consumer "no-show" situation occurs, and the contracted interpreter(s) commit and appear for an assignment, the DCA will compensate the Contractor for the assigned hour(s) of service. The contracted interpreter(s) are required to contact the DCA EEO Office at 916-574-8280 and wait at least 30 minutes for assignments that are one or two hours in duration, and at least one hour for assignments that are three hours or longer in duration before excusing themselves from a "no-show" assignment.

N. If an emergency prevents the contracted interpreter(s) from either completing or showing up for an assignment, the Contractor must notify the DCA EEO Office immediately, and the Contractor shall not bill the DCA for those costs. It is the responsibility of the Contractor to provide substitute sign language interpreter(s) to fill the assignment. If substitute sign language interpreter(s) cannot be provided, the Contractor shall notify the DCA EEO Office Immediately.

- O. If interpreting services are cancelled onsite by the DCA client or the requesting representative, the scheduled contracted interpreter(s) must contact the DCA EEO Office immediately.
- P. The DCA, EEO Office shall provide a 48-hour cancellation notice to the Contractor or the DCA may be charged for the first day of the scheduled time with the rates described in the Cost Worksheet, Exhibit B, Attachment 1.
- Q. The Contractor shall not bill for cancellation of services if the DCA notifies the Contractor at least 48 hours prior to the assignment date.
- R. The DCA, EEO Office will make every effort to notify the Contractor at least 48 hours in advance should a scheduled request be cancelled. If a cancellation notice is given to the Contractor with less than 48 hours' notice, the DCA will be charged for the original requested time.
- S. If the DCA does not meet the standard notification of cancellation (as stated above) for the first assignment day of a multi-day assignment, compensation will be paid for the first day only and no further payment will be made to the Contractor.
- T. Should the contracted interpreter(s) "no show" three times within a contract year, without the agreed upon 48 hours' notification to the DCA, EEO, this may be grounds for a termination of the Contract. The DCA reserves the right to disqualify interpreter(s), if necessary, under this Contract. If the DCA exercises this option and replacement sign language interpreter(s) cannot be provided in a timely manner for the originally scheduled assignment, the DCA will make every effort to adjust the scheduled request to assist the Contractor in the provision of requested services.
- U. The DCA will compensate only for approved DCA, EEO Office assigned starting and ending times, unless otherwise agreed upon by both the DCA, EEO Office and the Contractor. If the contracted interpreter(s) agree to interpret additional hours more than initially assigned, the additional hours and associated costs must be approved by the DCA, EEO Office.
- V. In the event the assigned scheduled starting time was delayed and/or the ending time was extended, service billings may be adjusted to round to the nearest 30-minute increment.
- W. The Contractor will ensure a timely response to the DCA inquiries relative to the Contract.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

I. INVOICING AND PAYMENT:

For services satisfactorily rendered and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified in Exhibit B.1, which is attached hereto and made a part of this Agreement.

Itemized invoices shall include the Agreement Number and be submitted not more frequently than monthly in arrears emailed to APIInvoices@dca.ca.gov or mail to:

Department of Consumer Affairs
Equal Opportunity Employer Office
Agreement Number: TBD
P.O. Box 980518
West Sacramento, CA 95798-0518

II. BUDGET CONTINGENCY CLAUSE:

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.

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.

III. PROMPT PAYMENT CLAUSE:

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

EXHIBIT B.1

COST SHEET

Please note that the winning Bidder's Cost Sheet may be included here in the final contract.

EXHIBIT C

GENERAL TERMS AND CONDITIONS

PLEASE NOTE: This page **shall not** be included with the final agreement. The General Terms and Conditions (GTC 04/2017) shall be included in the agreement by reference to Internet website:

<https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language?search=GENERAL%20TERMS%20CONDITIONS>

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

I. LIABILITY FOR NONCONFORMING WORK:

The Contractor will be fully responsible for ensuring that the completed work conforms to the agreed upon terms. If nonconformity is discovered prior to the Contractor's deadline, the Contractor will be given a reasonable opportunity to cure the nonconformity. If the nonconformity is discovered after the deadline for the completion of project, the State, in its sole discretion, may use any reasonable means to cure the nonconformity. The Contractor shall be responsible for reimbursing the State for any additional expenses incurred to cure such defects.

II. SETTLEMENT OF DISPUTES:

In the event of a dispute, Contractor shall file a "Notice of Dispute" with Department of Consumer Affairs, Director or his/her designee within ten (10) days of discovery of the problem. Within ten (10) days, the Director or his/her designee shall meet with the Contractor and Project Manager for purposes of resolving the dispute. The decision of the Director or his/her designee shall be final.

In the event of a dispute, the language contained within this agreement shall prevail over any other language including that of the bid proposal.

III. AGENCY LIABILITY:

The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

IV. IMPRACTICABILITY OF PERFORMANCE:

This Contract may be suspended or cancelled, without notice at the option of the Contractor, if the Contractor's or State's premises or equipment is destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority.

V. LICENSES AND PERMITS:

The Contractor shall 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.

In the event the Contractor fails to keep in effect at all times all required license(s) and permit (s), the State may, in addition to other remedies it may have, terminate this Contract upon occurrence of such event.

VI. 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.

VII. AMENDMENTS:

DCA reserves the right to amend this Agreement under circumstances including but not limited to: when additional funds beyond the amount anticipated and accounted for herein are required for parts. An amendment is of no force or effect until signed by both parties and, if required, approved by the Department of General Services.

EXHIBIT E

ADDITIONAL TERMS AND CONDITIONS

I. RIGHT TO TERMINATE:

The State reserves the right to terminate this agreement subject to 30 days written notice to the Contractor. The Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein. However, the agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the agreement. In this instance, the agreement termination shall be effective as of the date indicated on the State's notification to the Contractor.

II. LIABILITY FOR LOSS AND DAMAGES:

Any damages by the Contractor to the State's facility including equipment, furniture, materials or other State property will be repaired or replaced by the Contractor to the satisfaction of the State at no cost to the State. The State may, at its option, repair any such damage and deduct the cost thereof from any sum due Contractor under this Agreement.

III. CONFIDENTIALITY OF DATA:

No reports, information, inventions, improvements, discoveries, or data obtained, repaired, assembled, or developed by the Contractor pursuant to this Agreement shall be released, published, or made available to any person (except to the State) without prior written approval from the State. The contractor by acceptance of this Agreement is subject to all of the requirements of California Civil Code Sections 1798, et seq., regarding the collections, maintenance, and disclosure of personal and confidential information about individuals.

IV. 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 its responsibilities and obligations hereunder. The Contractor agrees to be as fully 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.

V. GOODS AND SERVICES:

The State reserves the rights to inspect, reject, and/or accept all goods and services provided within this agreement.

VI. STAFF EXPENSES:

The Contractor represents that it has or shall secure at its own expense, all staff required to perform the services described in this Agreement. Such personnel shall not be employees of or have contractual relationships with any government entity.

VII. DISABLED VETERAN BUSINESS ENTERPRISE (DBVE):

The State has determined that the DBVE participation goals for this Agreement are exempt. However, the Contractor may use DVBE's and report the participation to the State.

VIII. OWNERSHIP OF RECORDS, DOCUMENTS, AND WORKING PAPERS:

Any and all records, reports, papers, questionnaires, tabulations, or other documents pertaining to this Agreement shall remain in the property of the State.

IX. 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.

X. GEN AI DISCLOSURE NOTIFICATION CLAUSE:

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 to which 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.