



SHIRLEY N. WEBER, Ph.D.

CALIFORNIA SECRETARY OF STATE

Contract Services | Management Services Division | 1500 11th Street, Suite 460
Sacramento, CA 95814 | Tel 916.653.5974 | www.sos.ca.gov

Invitation For Bid (IFB) Notice to Prospective Bidders

IFB #25-002 Translation Services (Department)

April 3, 2025

Prospective Bidders are invited to review and respond to this Invitation for Bid (IFB), entitled #25-002 – Translation Services (Departmental). In submitting your bid, you must comply with these instructions.

This solicitation requires all bidders meet the minimum Disabled Veterans Business Enterprise (DVBE) 3% participation goal for this solicitation. However, this solicitation excludes the DVBE incentive and adjustments will not be applied to bids with more than 3% DVBE participation.

All agreements entered into with the State of California will include by reference General Terms and Conditions (GTC 02/2025) and Contractor Certification Clauses (CCC 04/2017) that may be viewed and downloaded at the following Internet site:

<https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language?search=GTC%2004/2017>.

In the opinion of the Secretary of State (SOS), this IFB is complete and without need of explanation. However, inquiries regarding this IFB should be referred to:

Henry Vue, Contract Analyst
Contract Services Unit
Secretary of State
contractservices@sos.ca.gov

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

Table of Contents

Section	Page
A) Purpose and Description of Services	4
B) . Agreement Term	4
C) Bidder Mandatory Qualifications, Certifications/Resumes and References	5
D) Time Schedule Information and Bid Package Requirements	6
1) Key Action Dates	6
2) Submission of Bid.....	6
3) Bid Opening, Evaluation, and Selection	10
4) Award and Protest	10
5) Disposition of Bids.....	12
6) Agreement Execution and Performance	13
7) Insurance Requirements	13
E) Preference Programs.....	13
1) Small Business Preference	13
2) TACPA Preference.....	13
F) Required Attachments.....	14
1) Required Attachment Checklist	15
2) Bid/Bidder Certification Sheet.....	17
3) Cost Sheet	19
4) . Quality Assurance Process.....	22
5) List of Available Languages	23
6) List of Certified/Qualified Translators and Proofreaders	24
7) . Code of Ethics, Professional Conduct and Confidentiality Statement	27
8) Errors and Omissions Insurance Certificate	30
9) Bidder References	31
10) California Disabled Veteran Business Enterprise (DVBE) Program Requirement ..	33
11) California Civil Rights Laws Certification (DGS OLS 04)	34
12) Darfur Contracting Act (if applicable)	35
13) DGS Approved Small Business Certification (if applicable)	36
14) Payee Data Record (STD 204)	**
15) Contractor's Certification Clauses (CCC 04/2017) (page 1)	**
G) Sample Standard Agreement (STD 213)	37
1) Exhibit A – Scope of Work	38
2) Exhibit A-1 – Certification of Interpreter or Translator	49
3) Exhibit B – Budget Detail and Payment Provisions.....	52
4) Exhibit B-1 – Cost Sheet	54
5) Exhibit C – General Terms and Conditions	55

6) Exhibit D – Special Terms and Conditions.....	56
7) Exhibit E – Additional Provisions	58

** These documents are not required to be returned with the bid package and are required upon award of the contract. See Attachment 1 – Required Attachment Check List.

A) Purpose and Description of Services

The California Secretary of State (SOS) is soliciting for translation services for SOS documents, materials, and other various forms of media as detailed in Exhibit A - Scope of Work (SOW). Additionally, the Contractor may need to provide review of translation(s) previously provided by a different Contractor in order to ensure accuracy of the translation. Translation services provided under this agreement shall be from English versions provided by the SOS, unless otherwise stated in an individual specific request for services. Certified interpreters and/or translators shall perform all services under this agreement.

The Contractor shall be able to deliver and provide remedial American for Disabilities Act (ADA) compliant documents, when requested. ADA compliant documents must meet the level Double-A of the World Wide Web Consortium (W3C) <https://www.w3.org/TR/WCAG20/> and must pass Adobe PDF checker.

Services shall be provided on an as needed basis. **For each language pair a minimum of one (1) translator and one (1) proofreader (both certified translators) MUST be proposed and cannot be the same person.** Program areas within the SOS shall contact the Contractor's Contract Manager listed in Section 13 - Contract Representative of the Scope of Work (SOW), to request services as needed. Multiple or large projects may be submitted to the contractor at once or within a short timeframe. The contractor is expected to maintain standard processing/delivery times when tasked with multiple or large projects. Upon contact, SOS shall provide a detailed description of all work to be completed, including the deadline for delivery and any special delivery requirements.

Please see Exhibit A – SOW and the required Attachments for complete details and information.

B) Agreement Term

The anticipated term of the resulting Agreement is expected to be twelve (12) months.

The period of performance for this Agreement will be as identified on the Standard Agreement (STD 213 (Rev. 04/2020)), Section 2, "Start Date" and "Through End Date". The anticipated contract term is July 1, 2025 through June 30, 2026.

C) Bidder Mandatory Qualifications, Certifications/Resumes, and References

1. The Bidder's translators performing services under this Agreement must meet the mandatory qualifications, in addition to the minimum Certification qualifications identified (as applicable) in Exhibit A-1 – Certification of Interpreter(s)/Translator(s):
 - A. Must be able to translate the following languages: Chinese (Traditional), Hindi, Hmong, Japanese, Khmer, Korean, Russian, Spanish, Tagalog, Thai, Vietnamese, and other minority languages as requested.
 - B. A minimum of seven (7) years' experience performing written and telephonic translation services, of which a minimum of five (5) years must include contracting with state, local, or federal government entities. Resume(s) must reflect the dates of the number of years of the required experience and identify the company and government entities. Note: Four (4) of the seven (7) years' experience must have been acquired within the last four (4) years.

The Bidder must submit the names, certifications, or proof of qualifications (as applicable), and resume(s) for each translator and proofreader proposed to perform the services outlined in this SOW (See Attachment 6 - List of Certified/Qualified Translators and Proofreaders). Failure to provide such certifications and/or proof of qualifications and resumes with the bid may be grounds for disqualifying a bidder. SOS will verify certifications/proof of qualifications provided with the issuing agencies. Receipt of negative finding may cause the bid to be found nonresponsive.

2. Bidder(s) must complete Attachment 9 – Bidder References, providing a list of three (3) customers (see note below) for whom translation services have been performed within the last five (5) years, similar in scope and complexity to the services to be performed in this contract. Reference information shall include company/organization name, contact representative name and telephone number, and a description of the job(s) performed (including quantities and delivery schedules). The description of the services performed must be detailed and comprehensive enough to permit the State to assess the similarity of the project(s) to the minimum experience requirements stated above and outlined in the SOW. SOS reserves the right to contact references prior to contract award.

NOTE: If the Bidder has performed these services for the SOS within the last five (5) years, the SOS must be listed as one (1) of the references provided in Attachment 9.

D) Time Schedule Information and Bid Package Requirements

1) Key Action Dates

Event	Date/Time
IFB available to prospective bidders	April 3, 2025
Final Date for Bid Submission	April 17, 2025, 4:00 p.m.
Bid Opening	April 23, 2025, 10:00 a.m. 1500 11th St, Sacramento CA, 95814 (SOS Rotunda)
Anticipated Notice of Intent to Award	April 25, 2025
Anticipated Notice of Award	April 30, 2025

2) Submission of Bid

- a) Each bidder may submit only one (1) bid. All bids must be submitted under **sealed** cover and sent/delivered to Secretary of State by the Final Date for Bid Submission shown above in the IFB, Section D.1 – Key Action Dates. The sealed cover must be plainly marked with the IFB number and title, must show the bidder's name and address, and must be marked with "**Do Not Open**", as shown in the following example:

IFB #25-002
Translation Services (Departmental)
Do Not Open

Note: Bids not submitted under sealed cover may be rejected.

- b) All bids must include the documents identified in Attachment 1 - Required Attachment Checklist. Bids not including the proper "required attachments" shall be deemed non-responsive. A non-responsive bid is one that does not meet the basic bid requirements.
- c) All documents requiring a signature must bear the original signature of a person authorized to bind the bidding firm. **Note:** *For the attachments required to be submitted with the Bidder's response that require signature(s), the use of Electronic Signatures (eSignature) is permitted. eSignatures will be accepted and are legally binding and equivalent to handwritten signatures.* The SOS

may request documentation to show that the person signing is legally authorized to sign on behalf of the bidding firm.

- d) Mail or deliver bids to the following address:

Secretary of State
Attn: Contract Services
1500 11th Street, 4th Floor, Room 460
Sacramento, CA 95814

Note: *Instructions for drop off of courier mail and hand-delivered bid packages will be provided upon arrival at the SOS address location (at the 1st Floor Security Desk).*

- e) Bids must be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and will cause a bid to be rejected.
- f) 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. The State may reject any or all bids and may waive an immaterial deviation in a bid. The State's waiver of an immaterial deviation shall in no way modify the IFB document or excuse the bidder from full compliance with all requirements if awarded the agreement.
- g) Costs incurred for developing bids and in anticipation of award of the agreement are entirely the responsibility of the bidder and shall not be charged to the State of California.
- h) 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(PCC 10344(e)).
- i) An individual who is authorized to bind the bidder contractually shall sign the Attachment 2 - Bid/Bidder Certification Sheet. The signature should indicate the title or position that the individual holds in the firm. An unsigned bid may be rejected.
- j) A bidder may modify a bid after its submission by withdrawing its original bid and resubmitting a new bid prior to the bid submission deadline. Bidder modifications offered in any other manner, oral or written, will not be considered.

- k) A bidder may withdraw its bid by submitting a written withdrawal request to the State, signed by the bidder or an authorized agent. A bidder may thereafter submit a new bid prior to the bid submission deadline. Bids may not be withdrawn without cause subsequent to bid submission deadline.
- l) The awarding agency may modify the IFB prior to the date fixed for submission of bids by the issuance of an addendum to all parties who received a bid package.
- m) The awarding agency reserves the right to reject all bids and/or to cancel this IFB if it is in the best interest of the State to do so. The agency is not required to award an agreement.
- n) Before submitting a response to this solicitation, bidders should review, correct all errors, and confirm compliance with the IFB requirements.
- o) Where applicable, bidder should carefully examine work sites and specifications. Bidder shall investigate conditions, character, and quality of surface or subsurface materials or obstacles that might be encountered. No additions or increases to the agreement amount will be made due to a lack of careful examination of work sites and specifications.
- p) The State does not accept alternate contract language from a prospective contractor. A bid with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions (GTC) are not negotiable.
- q) No oral understanding or agreement shall be binding on either party.
- r) Qualifications to Do Business in California

All corporations, limited liability companies (LLC) and limited partnerships (LP) are required to be registered with the California Secretary of State (SOS) in order to *do business** in the state of California. Before contract award can be made, the Contractor must be currently registered and in "Active" status with the California SOS, as required by law, to do business in California; this applies to domestic entities (organized or commercially domiciled in the state of California) and foreign entities (organized or commercially domiciled outside of California).

During the response evaluation process, the State will verify if the Bidder is currently registered and in good standing (i.e., "Active" status) with the California SOS, as applicable, in order to ensure that all obligations due to the

State are fulfilled. Therefore, a certificate of status is not required to be submitted with the bidder's response.

* "Doing business" is defined in the California Revenue and Taxation Code § 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 contractor performing within the state not be subject to the applicable franchise tax.

s) 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.

By signing Attachment 2 - Bid/Bidder Certification Sheet the Bidder certifies that they agree to the above.

t) Priority Hiring Considerations for Contracts with a Value in Excess of \$200,000:

Every contract for services in excess of \$200,000 shall contain a provision requiring the contractor to give priority consideration in filling vacancies in positions funded by the contract to qualified recipients of aid under Welfare and Institutions Code § 11200 (PCC § 10353).

u) Generative Artificial Intelligence (GenAI)

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

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

impacts" shall have the meaning set forth in State Administrative Manual (SAM) [4986.2](#).

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

Upon notification by a Bidder/Offeror of GenAI as required, the state reserves the right to incorporate GenAI Special Provisions into the final contract or reject bids/offers that present an unacceptable level of risk to the state. Government Code [11549.64](#) defines "Generative Artificial Intelligence (GenAI)" as an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data

.

3) Bid Opening, Evaluation, and Selection

- a) All bid packages properly received according to the IFB instructions on or before the bid due date will be publicly opened and read.
- b) Bidders that would like to attend the in-person Bid Opening may do so per the date, time and location identified in Section D.1, Key Action Dates, Bid Opening.
- c) At the time of bid opening, each bid may be checked for the presence or absence of required information in conformance with the submission requirements of this IFB.
- d) At the State's option prior to award, bidders may be required to submit additional written clarifying information. Failure to submit the requested written information as specified may be grounds for bid rejection.
- e) The State will evaluate each bid to determine its responsiveness to the published requirements. This is a pass/fail evaluation.
- f) 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.

4) Award and Protest

- a) The award, if made, will be to the responsive and responsible Bidder that offers the lowest cost.

- b) Whenever an agreement is awarded under a procedure which provides for competitive bidding, but the agreement is not to be awarded to the low bidder, the low bidder shall be notified five (5) working days prior to the award of the agreement.
- c) Upon written request by any bidder, notice of the proposed award shall be posted in a public place in the office of the awarding agency at least five (5) working days prior to awarding the agreement.
- d) Any Bidder who submits a bid may file a protest if the Bidder believes it's bid package is responsive to all IFB requirements and its bid is the lowest dollar bid. Protests are limited to the grounds described in Public Contract Code (PCC) Section 10345.
- e) If any bidder, prior to the award of agreement, files a written protest with the Department of General Services, Office of Legal Services, and the Secretary of State on the grounds that the (protesting) bidder is the lowest responsive responsible bidder, the agreement shall not be awarded until either the protest has been withdrawn or the Department of General Services has decided the matter.
- f) Within five (5) days after filing the initial protest, the protesting bidder shall file with both the Department of General Services and the awarding agency a detailed written statement specifying the grounds for the protest if the original protest did not contain the complete grounds for the protest.
- g) The written protest must be submitted to both of the following:
 - a. Department of General Services, Office of Legal Services
Attn: Bid Protest Coordinator
707 Third Street, 7th Floor, Suite 7-330
West Sacramento, CA 95605
Email: OLSProtests@dgs.ca.gov
 - b. Secretary of State
Attn: Contract Services
1500 11th Street, 4th Floor, Room 460
Sacramento, CA 95814
Email: ContractServices@sos.ca.gov

The statement must contain the law, rule, regulation, practice, IFB number, name of the State agency involved, the agency contract person and detail

reason(s) the protestant believes the awarding agency has improperly applied in awarding the Agreement.

- h) Protests may be submitted by regular mail, email, courier, or personal delivery. Protestants should include their email address if they have one and advise if they will accept service of documents pertaining to the protest via email.
- i) Upon resolution of the protest and award of the agreement, Contractor must complete and submit to the awarding agency the Payee Data Record (STD 204), to determine if the Contractor is subject to state income tax withholding pursuant to California Revenue and Taxation Code Sections 18662 and 26131. This form can be found on the Internet at <https://www.dgs.ca.gov/PD/Forms>. under the heading Office of State Publishing (OSP) Standard (STD) forms. No payment shall be made unless a completed STD 204 has been returned to the awarding agency.
- j) Upon resolution of the protest and award of the agreement, Contractor must sign and submit to the awarding agency, *page one (1)* of the Contractor Certification Clauses (CCC 04/2017), which can be found on the Internet at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>.

5) Disposition of Bids

- a) By submitting a bid, Offeror agrees to the terms and conditions stated in this IFB, Exhibit A - SOW and the resulting Contract. Responses received after the Response Due Date may not be assessed. Offers received in response to the SOW will be valid for one hundred eighty (180) days after the Response Due Date. Offeror agrees to have an available Resource(s) with the appropriate skills to complete the resulting Contract for all goods and services and provide all deliverables as described in the solicitation and SOW.
- b) Submitting responses that include assumptions, added conditional statements or statements regarding changes to the SOW in this IFB may result in the offer being found non-responsive.
- c) Submitting documents in the bid that are marked as "Confidential", "Proprietary" or similarly labeled and/or appear to contain sensitive information, that at the State's discretion, may be considered an information security issue; therefore, may be grounds for the bid being deemed non-responsive and the bid rejected. Bids rejected for this purpose will have all pages which contain such labels or information destroyed prior to Award of the contract pursuant to this IFB.

- d) Upon review of the offers received and subsequent Contract Award, all documents submitted in response to this IFB shall become the property of the State of California and shall be regarded as public records under the California Public Records Act (Government Code Section 7920.000 et seq.), thereby subject to review by the public.
- e) The State, at its discretion, reserves the right not to make an award or reject all offers, in the best interest of the State.

6) Agreement Execution and Performance

- a) Performance shall start not later than thirty (30) days, or on the express date set by the awarding agency and the Contractor, after all approvals have been obtained and the agreement is fully executed. Should the Contractor fail to commence work at the agreed upon time, the awarding agency, upon five (5) days written notice to the Contractor, reserves the right to terminate the agreement. In addition, the Contractor shall be liable to the State for the difference between the Contractor's bid price and the actual cost of performing work by the second lowest bidder or by another contractor.
- b) All performance under the agreement shall be completed on or before the termination date of the agreement.

7) Insurance Requirements

Please refer to Exhibit E – Additional Provisions, Section 11. Insurance Requirements.

E) Preference Programs

- 1) Small Business Preference:

<https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Notice-of-Rulemaking-Regulations-for-SB-DVBE>

- 2) For bids in the amount of \$100,000 and over, the following preference programs apply if your firm is qualified: Target Area Contract Preference Act (TACPA).

Bidders wishing to take advantage of this preference will need to review the following website and submit the appropriate response with the bid:

<https://www.dgs.ca.gov/SearchResult?search=TACPA&divisionid=>.

F) Required Attachments

Refer to the following pages for additional Required Attachments that are a part of this IFB and agreement.

Attachment 1

Required Attachment Check List

A complete bid or bid package will consist of the items identified below. Complete this checklist to confirm the items in your bid. Place a check mark or "X" next to each item that you are submitting to the State. For your bid to be responsive, all required attachments must be returned.

<u>Attachment</u>	<u>Attachment's Name/Description</u>
_____ Attachment 1	Required Attachment Check List
_____ Attachment 2	Bid/Bidder Certification Sheet
_____ Attachment 3	Cost Sheet
_____ Attachment 4	Quality Assurance Process
_____ Attachment 5	List of Available Languages
_____ Attachment 6	List of Certified/Qualified Translators and Proofreaders
_____ Attachment 7	Code of Ethics, Professional Conduct and Confidentiality Statement
_____ Attachment 8	Errors and Omissions Insurance Certificate
_____ Attachment 9	Bidder References
_____ Attachment 10	California Disabled Veteran Business Enterprise (DVBE) Program Requirement - Forms and Instructions 1. DGS PD 843 – DVBE Declaration 2. GSPD-05-105 – Bidder Declaration
_____ Attachment 11	California Civil Rights Laws Certification (DGS OLS 04)
_____ Attachment 12	Darfur Contracting Act (if applicable)
_____ Attachment 13	DGS Approved Small Business Certification (if applicable)

_____ Attachment 14 Payee Data Record (STD 204). **

_____ Attachment 15 Contractor Certification Clauses (CCC 04/2017). **

** These documents are not required to be returned with the bid package, but are required upon award of the contract:

- The Payee Data Record (STD 204) can be found at:
<https://www.dgs.ca.gov/PD/Forms>.
- The Contractor's Certification Clauses (CCC 04/2017) can be found at:
<https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>

Attachment 2**Bid/Bidder Certification Sheet**

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

Do not return the "Sample Standard Agreement" at the end of this IFB.

- A. Our all-inclusive bid is submitted as detailed in Attachment 3, Cost Sheet.
- B. All required attachments are included with this certification sheet.
- C. The signature affixed hereon and dated certifies compliance with all the requirements of this bid document. The signature below authorizes the verification of this certification.

An unsigned Bid/Bidder Certification Sheet may be cause for rejection.

1. Company Name	2. Telephone Number ()	2a. Fax Number ()
3. Address		
Indicate your organization type:		
4. ☐ Sole Proprietorship	5. ☐ Partnership	6. ☐ Corporation
Indicate the applicable employee and/or corporation number:		
7. Federal Employee ID No.(FEIN)	8. California Corporation No.	
9. Indicate applicable license and/or certification information:		
10. Bidder's Name (Print)	11. Title	
12. Signature	13. Date	
14. Email:		
15. Are you certified with the Department of General Services, Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS) as: a. California Small Business Yes ☐ No ☐ If yes, enter certification number: _____ b. Disabled Veteran Business Enterprise Yes ☐ No ☐ If yes, enter your service code below: _____ 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 Bid/Bidder Certification Sheet

Complete the numbered items on the Bid/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, 14	Must be completed. These items are self-explanatory.
15	If certified as a California Small Business, place a check in the "Yes" box, and enter your certification number on the line. If certified as a Disabled Veterans Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified to one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to OSDS.

Attachment 3

Cost Sheet

The undersigned Contractor, as bidder, declares that he/she has carefully examined all documents contained or referenced within this Invitation for Bid and is familiar with all proposal requirements, and agrees, if the proposal is accepted, to complete the services as described in Exhibit A – SOW, Section 1, Contract Purpose and Description, in accordance with the Contract Documents, for the complete term of the Agreement.

Bid amount to include and cover all costs including freight and all taxes for the furnishing of all necessary materials and equipment, and the performance of all the labor and the providing of all necessary machinery, tools, apparatus, and other means of service, in addition to the performance and completion of all the work in the manner set forth, described and shown in Exhibit A, Scope of Work. The State does not guarantee the total quantity of work outlined herein. The Contractor will be held to the rate for the entire term of this contract. All cells containing a dollar sign (\$) must be filled out by the Bidder or deemed non-responsive.

Translation services provided under this agreement shall be from English versions provided by the SOS, unless otherwise stated in an individual specific order/request for services. Please provide a quote for the following required Translation Services, as outlined in Exhibit A – Scope of Work.

The estimated quantities indicated in the sections below will be used solely for evaluating the cost as a fair and equitable formula to determine lowest cost and is not binding on the SOS. The actual *Rate per word/hour* in the Cost Sheet shall be binding for the term of the Contract.

The Award will be to the responsive responsible bidder with the *lowest* cost. The lowest cost will be determined by the sum of the highest total per service type.

SERVICE TYPE:

1. Written Translations

	Language	Estimated Quantity	Unit Per	Rate	Total
A	Chinese (Traditional)	34,000	word	\$	\$
B	Hindi	34,000	word	\$	\$
C	Hmong	34,000	word	\$	\$

D	Japanese	34,000	word	\$	\$
E	Khmer	34,000	word	\$	\$
F	Korean	34,000	word	\$	\$
G	Russian	34,000	word	\$	\$
H	Spanish	34,000	word	\$	\$
I	Tagalog	34,000	word	\$	\$
J	Thai	34,000	word	\$	\$
K	Vietnamese	34,000	word	\$	\$
L	Other minority languages, as requested	34,000	word	\$	\$

2. Telephonic Translations

	Language	Quantity	Unit Per	Rate	Total
M	Chinese (Traditional)	100	hour	\$	\$
N	Hindi	100	hour	\$	\$
O	Hmong	100	hour	\$	\$
P	Japanese	100	hour	\$	\$
Q	Khmer	100	hour	\$	\$
R	Korean	100	hour	\$	\$
S	Russian	100	hour	\$	\$
T	Spanish	100	hour	\$	\$
U	Tagalog	100	hour	\$	\$
V	Thai	100	hour	\$	\$
W	Vietnamese	100	hour	\$	\$
X	Other minority languages, as requested	100	hour	\$	\$

3. Translation Support Services; Formatting/Desktop Publishing

	Language	Quantity	Unit Per	Rate	Total
	All languages, as requested	10	hour	\$	\$

4. ADA Compliance Services

	Language	Quantity	Unit Per	Rate	Total
	All languages, as requested	15	hour	\$	\$

5. Interpretation Services: Voiceovers to/from English (Telephonic/Studio voice recording)

	Language	Quantity	Unit Per	Rate	Total
Y	Spanish	20	hour	\$	\$
Z	All other languages, as requested	20	hour	\$	\$

Mathematical formula to be used for low-cost determination:

Section 1 *Highest total* + Section 2 *Highest total* + Section 3 + Section 4 + Section 5
Highest total =

Total Combined Cost:
\$ _____

Attachment 4

Quality Assurance process

Attach a Quality Assurance Process flow chart, or diagram **AND** detailed written description that demonstrates performance and quality control to ensure all translations performed under this agreement shall be in accordance with Exhibit A – Scope of Work, i.e. proofing of the final SOS documents, materials, and other various forms of media, and meet all deliverable acceptance criteria of **Exhibit A – Section 9**.

Attachment 5

List of Available Languages

Attach a complete list of all languages available for translations by the Bidder firm. At a minimum, bidder firm must be able to translate the following languages: Chinese (Traditional), Hindi, Hmong, Japanese, Khmer, Korean, Russian, Spanish, Tagalog, Thai, Vietnamese, and other minority languages as requested as identified in **Exhibit A – Scope of Work**.

Attachment 6

List of Certified/Qualified Translators and Proofreaders

Using the table format shown below, the Bidder must provide a list identifying the proposed translators and proofreaders that will be performing the services as outlined in **Exhibit A - Scope of Work (SOW)**, for each of the required eleven (11) language pairs. Translators and proofreaders must meet the minimum qualifications identified in the Exhibit A - **SOW, Section 10 – Mandatory Qualifications**.

This list **also must include** copies of the Certifications, or proof of qualifications (if applicable), as identified below in "Type of Certification", **and** Resumes for each of the named translators and proofreaders. Copies of current translation certifications/proof of qualifications must be provided for translators/proofreaders in the following language pairs and directions (source>target) – **English>Chinese (Traditional), English>Hindi, English>Hmong, English>Japanese, English>Khmer, English>Korean, , English>Russian, English>Spanish, English>Tagalog, English>Thai, English>Vietnamese**, as well as each language to English for back translations. Failure to provide such certifications and/or proof of qualifications and resumes with the bid may be grounds for disqualifying a bidder. Please see the **Table Instructions and Examples** below on how to provide the list of the translators/proofreaders.

Table Instructions

Column Heading	Information To Be Entered in That Column
Name	Provide the individual name of the proposed translator and proofreader. Note: Proofreaders cannot be the same person as the translators for the same language pair.
Language Pair (Source > Target)	Specify the language pair and direction (e.g., English > Spanish; Spanish > English) that the named translator/proofreader is certified or professionally qualified to perform. The list must include translators/proofreaders for the following required eleven (11) languages: Chinese (Traditional), Hindi, Hmong, Japanese, Khmer, Korean, Russian, Spanish, Tagalog, Thai, and Vietnamese.
Type of Certification	Specify the type of certification (A, B, C, D, E, F, G or H below) as applicable for the named translator/proofreader: A - Certified and registered interpreter on the Judicial Council Master List. B - An interpreter categorized as "certified" or "professionally qualified" by the Administrative Office of the United States Courts. C - An interpreter categorized as "certified" or "professionally qualified" by an institution accredited by a regional or national accrediting agency recognized by the United States Secretary of Education. D - An interpreter categorized as "certified" or "professionally qualified" by an institution accredited by the Western Association of Schools and Colleges. E - A current voting member in good standing of the American Translators

	Association. F - A current member in good standing of the American Association of Language Specialists. G - Certified through the Society of Translators and Interpreters of British Columbia (ONLY applicable for Vietnamese translators). H - In the event that the above-named certifications are not available for a particular language pair, the bidder must provide proof that the translator meets the following minimum qualifications: 1) that they are a native speaker of the target language; 2) that they are educated in both the source and target languages; and 3) that they have at least five (5) years professional experience translating materials for state, local, or federal government as a contractor or a sub-contractor in the target language.
--	---

Example 1.: Correct Submission

Language Pair (Source > Target)	Translator's Name	Translator Certification	Proofreader's Name	Proofreader's Certification
English>Chinese (Traditional)	Joe Smith	A	Jane Doe	A
Chinese (Traditional)>English	Joe Smith	A	Jane Doe	A

Example 2.: Incorrect Submission

Language Pair (Source > Target)	Translator's Name	Translator Certification	Proofreader's Name	Proofreader's Certification
English>Chinese (Traditional)	Joe Smith		Joe Smith	
Chinese (Traditional)>English	Jane Doe		Jane Doe	

Table 1 below, must be completed with the Bidder's proposed Translators and Proofreaders.

Note: Proofreaders cannot be the same person as the translators for the same language pair.

Table 1.

Language Pair (Source > Target)	Translator's Name	Translator Certification	Proofreader's Name	Proofreader's Certification
English>Chinese (Traditional)				
Chinese (Traditional)>English				
English>Hindi				
Hindi>English				
English>Hmong				
Hmong>English				
English>Japanese				
Japanese>English				
English>Khmer				
Khmer>English				
English>Korean				
Korean>English				
English>Russian				
Russian>English				
English>Spanish				
Spanish>English				
English>Tagalong				
Tagalong>English				
English>Thai				
Thai>English				
English>Vietnamese				
Vietnamese>English				

Attachment 7

Code of Ethics, Professional Conduct, and Confidentiality Statement

This Code of Ethics, Professional Conduct and Confidentiality Statement must be signed/dated and returned along with all the "required attachments" as an entire package.

All interpreters and translators utilized to perform services under this Agreement must sign and agree to uphold the following standards, prior to commencement of any service(s) to be performed:

Ethics:

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

Professional Conduct:

1. **Professional Integrity** – Interpreters and translators shall demonstrate professionalism and personal integrity, including:
 - a. If the interpreter or translator believes he or she may have interpreted/translated inaccurately or incompletely, he or she will make this known and, if possible, provide a corrected interpretation/translation.
 - b. If the interpreter or translator believes he or she is so impacted by the content to be interpreted/translated, that he or she becomes unable to interpret/translate accurately and completely, he or she shall inform the parties of their intent to withdraw without threat or retaliation.

2. **Accuracy** – Interpreters and translators shall render the message faithfully, conveying the content, spirit and cultural context of the original message. This means the interpreter or translator shall interpret everything the speaker or document says without changing the meaning, conveying what is said and how it is said, without additions, omissions or alterations, but with due consideration of the cultural context of both the sender and the receiver of the message.
3. **Role Boundaries** – Interpreters and translators shall maintain the boundaries of their professional role, refraining from personal involvement. This does not mean that an interpreter cannot be friendly or develop a rapport with the person speaking, but does not represent personal involvement in their interpretation.
4. **Self-Evaluation** – Interpreters and translators shall accurately and completely represent their certifications, education, training and experience.
5. **Personal Demeanor** – Interpreters and translators shall be punctual, prepared and dressed in an appropriate manner and not distracting from the situation.
6. **Inability to Perform** – Interpreters and translators shall assess, at all times, their ability to interpret/translate. Should interpreters or translators have any reservations about their competency to perform in any given situation, they must immediately notify the parties and offer to withdraw without threat or retaliation.
7. **Professional Development and Training** – Interpreters and translators shall make a reasonable effort to acquire ongoing development of their skills and knowledge through professional training, continuing education, and interaction with colleagues and specialists in related fields.
8. **Cultural Competency** – Interpreters and translators shall develop awareness of their own and other cultures in order to promote cross-cultural understanding. Interpreters and translators will strive to bridge the cultural differences between all participating parties, by seeking to minimize, and avoid potential misunderstandings based upon stereotyping and/or differing cultural practices, beliefs, or expectations. When clashing cultural beliefs or practices, a lack of linguistic equivalency, or the inability of parties to explain in their own words are encountered, the interpreter or translator may assist by sharing cultural information or helping develop an explanation that can be understood by all.
9. **Cancellation or Withdrawal by State** – If the State cancels or withdraws any portion of the assignment, the State may pay the interpreter and/or translator the portion of the fee established by the contract.

Confidentiality:

1. Interpreters and translators shall not divulge any information learned in the performance professional duties. This includes any documents or other written materials.
2. Confidentiality is to be maintained in all situations, except when legally mandated to disclose information in specific situations such as child abuse, elder abuse, a person is threatening harm to himself or herself or others, or where the

interpreter or translator determines, to the best of their ability, that non-disclosure may result in harm.

3. Interpreters and translators shall not publicly discuss, report, or offer an opinion concerning matters in which they are or have been engaged, even when the information is not privileged by law to be confidential.

To be completed by Contractor:

Compliance Statement – Violation(s) of the above standards may result in disqualification of an interpreter or translator being allowed to perform services under this Agreement and/or termination of the contract.

I, the undersigned, do hereby certify that all interpreters and/or translators (as applicable) to be utilized to perform services under this Agreement, have signed a Code of Ethics, Professional Conduct and Confidentiality Statement that, at a minimum, contains the above information. Additionally, the undersigned agrees to maintain a copy of the above referenced signed Statement for every interpreter and/or translator performing services under this Agreement and agrees to provide copies of the signed Statements to the State Agency upon request.

Signed by:

(Signature)

(Printed Name and Title)

(Date)

Attachment 8

Errors and Omissions Insurance Certificate

Contractor agrees to carry a minimum of \$1,000,000 per occurrence for Errors & Omissions coverage. A copy of the Contractor's current Errors and Omissions insurance certificate must be submitted to the State within fifteen (15) business days of Agreement execution and approval by the Department of General Services (DGS).

To be completed by Contractor:

_____'s Errors and Omissions Insurance coverage is
(Contractor Name)

underwritten by _____. The coverage limits are _____
(Insurance Company Name)

_____.

- ☐ **A current insurance certificate is attached.**
- ☐ **A current insurance certificate will be provided to SOS within the required timeframe stated above.**

Attachment 9**Bidder References**

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

Bidder(s) must complete **Attachment 9 – Bidder References**, providing a list of three (3) customers (see *note below*) for whom similar services have been performed within the last five (5) years, similar in scope and complexity to the services to be performed in this contract. Reference information shall include company/organization name, contact representative name and telephone number, and a description of the job(s) performed. The description of the services performed must be detailed and comprehensive enough to permit the State to assess the similarity of the project(s) outlined in the SOW. SOS reserves the right to contact references prior to contract award. **Note:** *If the Bidder has performed these services for the SOS within the last five (5) years, the SOS must be listed as one (1) of the references provided in Attachment 9.*

REFERENCE 1 (Required)			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number:	
		Email:	
Start and End 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:		
				Email:		
Start and End 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:		
				Email		
Dates of Service				Value or Cost of Service		
Brief Description of Service Provided						

Attachment 10

California Disabled Veteran Business Enterprise (DVBE) Program Requirement

The State has established goals for Disabled Veteran Business Enterprises (DVBE) participating in State contracts. **The minimum DVBE participation percentage (goal) is 3% for this solicitation.** Please review the DVBE program requirements and information at:

<https://www.dgs.ca.gov/SearchResult?search=DVBEProgramRequirements&topicCategoryFilters=&divisionid=&audienceCategoryFilters=&contenttype=PDF&sort=relevance&eventCategoryFilters=&resourceCategoryFilters=&serviceCategoryFilters=&activeFilters=Types%7C&page=1>

The offeror must complete and return all the appropriate pages in order for the bid to be considered responsive. **The following two (2) forms are required** to be submitted as part of the response to this IFB. The forms can be found at the listed Internet website:

- 1. DGS PD 843 – DVBE Declaration:**
<https://www.dgs.ca.gov/PD/Forms>
- 2. DGS PD-05-105 – Bidder Declaration:**
<https://www.dgs.ca.gov/PD/Forms>

The Secretary of State's Office has waived the application of the DVBE Incentive for this solicitation. Therefore, no additional incentive points will be applied during the evaluation process of this IFB; however, bidders must still meet the minimum DVBE participation percentage (goal) of 3% for this solicitation and are required to submit the following as part of their response to this IFB: **DGS PD 843 (DVBE Declarations) and GSPD-05-105 (Bidder Declaration) for the named DVBE(s).**

At the State's option prior to award, bidders may be required to submit additional written clarifying information. Failure to submit the requested written information as specified may be grounds for bid rejection.

All bidders must meet the 3% goal for this solicitation; failure to submit all required forms and fully document and meet the DVBE program requirement shall be considered non-responsive.

Attachment 11

California Civil Rights Laws Certification

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

DEPARTMENT OF GENERAL SERVICES
OFFICE OF LEGAL SERVICES

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

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

CERTIFICATION

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

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

Attachment 12**Darfur Contracting Act Certification**

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

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

OPTION #1 - CERTIFICATION

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

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

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

OPTION #2 – WRITTEN PERMISSION FROM DGS

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

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

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

Attachment 13

DGS Approved Small Business Certification

If applicable, attach a copy of valid (expiration date has not elapsed) DGS approved Small Business Certification.

G) Sample Standard Agreement (STD 213) Information

The Agreement resulting from this procurement will be prepared using the State's Standard Agreement (STD 213 (Rev. 04/2020)) form, including all required exhibits; Exhibits will include a copy of the awarded Contractor's response to this IFB, other provisions as applicable and references to the General Terms and Conditions (GTC 02/2025) and this IFB document, as if attached. (See Exhibits A-E)

- a. Standard Agreement (STD 213) - <https://www.dgs.ca.gov/PD/Forms>
- b. General Terms and Conditions for non-IT service (GTC 02/2025)
<https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>

Exhibit A
Scope of Work

1. Contract Purpose and Description

The California Secretary of State (SOS) is in need of translation services for SOS documents, materials, and other various forms of media as detailed in this Scope of Work (SOW). Additionally, the Contractor may need to provide review of translation(s) previously provided by a different Contractor in order to ensure accuracy of the translation. Translation services provided under this agreement shall be from English versions provided by the SOS, unless otherwise stated in an individual specific request for services. Certified interpreters and/or translators shall perform all services under this agreement.

The Contractor shall be able to deliver and provide remedial American for Disabilities Act (ADA) compliant documents, when requested. ADA compliant documents must meet the level Double-A of the World Wide Web Consortium (W3C) Web Content Accessibility Guidelines 2.0. and must pass Adobe PDF checker.

Services shall be provided on an as needed basis. **Must provide for each language pair a minimum of one (1) proofreader and one (1) translator (both certified translators) and they cannot be the same person.** Therefore, program areas within the SOS shall contact the Contractor's Contract Manager listed in Section 13 - Contract Representative, to request services as needed. Multiple or large projects may be submitted to the contractor at once or within a short timeframe. The contractor is expected to maintain standard processing/delivery times when tasked with multiple or large projects. Upon contact, SOS shall provide a detailed description of all work to be completed, including the deadline for delivery and any special delivery requirements.

Rush Requests: Some translation services requested may require an extremely short turnaround time due to unforeseen circumstances and/or legal/legislative issues not within the control of SOS. On occasion, rush requests will require a twenty-four (24) to forty-eight (48) hour turnaround time.

- a. Rush charges, as agreed upon, will be accepted by SOS for requests requiring an extremely short turnaround time.
- b. Rush charges shall not exceed 20% of the cost of the translation service(s) requested and must be clearly explained in the invoice.
- c. "Rush Request" means any translation service(s) requiring a requested and agreed upon faster turnaround time than would be reasonably estimated for the specific translation service(s) being requested.

The following is a detailed description of work to be performed and duties of all parties under this Agreement:

2. Written Translation

Provide written translation services as requested on an as-needed basis. Services shall include, but not be limited to, translation, typesetting, editing, proofing, and agreed upon formatted copy. Services shall be performed for, but not limited to, the following:

- a. Election materials and related documents (e.g., ballot designations, foreign language messages, billboards, slogans, guides, posters, scripts, signs, forms, notices, videos, etc.)
- b. Help America Vote Act (HAVA) materials and related documents
- c. Outreach materials such as agency brochures, program specific brochures, etc.
- d. SOS forms or documents such as voter registration cards, program specific applications, etc.
- e. SOS webpage text translation
- f. Scripts for Public Service Announcements, training videos, etc.
- g. Label preparation
- h. Cross-check of translations performed by other parties, as needed
- i. SOS correspondence, communications, or letters
- j. Safe at Home (SAH) application form
- k. Safe at Home application form addendums and supplemental documents
- l. Additional forms such as acknowledgement form, change of address form, renewal forms, withdrawal form, etc.
- m. Fact sheets and handouts for participants
- n. Participant Guide
- o. Confidential Name Change Packet
- p. Correspondence letters such as pre-termination letters, termination letters, etc.
- q. SAH outreach brochure(s)

All translated material(s) must follow exactly, if not as closely as possible, to the font, layout and format of the English document, as agreed upon with the SOS, free of omissions or errors, including margins, font size, and page number(s). The translated material(s) must be typeset and provided to the SOS in the specified or agreed upon electronic file format, camera-ready format, or video, whichever is applicable and within the timeframe requested.

3. Review of Translation(s)

There may be instances where the SOS will request the review of previously submitted translations in order to ensure accuracy of the translation. The review will require the Contractor to clearly identify what the errors are and provide detailed feedback indicating why this has been deemed an error and include a suggested alternative translation. The SOS or its designees will review the feedback provided by the Contractor, and upon review, submit a decision on whether the Contractor should proceed with correcting the errors, leave as is, or a combination of both. The SOS may request that the review be completed within 24-hours of receipt.

4. Telephonic Translation

Provide telephonic translation services and audio recording as requested on an as-needed basis. Services shall include, but not be limited to, translation, preparation, and transmission in an agreed upon format to the SOS. Services shall be performed for, but not limited to, the following:

- a. Telephone message recording and/or retrieval.
 1. All translations must follow exactly, if not as closely as possible, to the telephonic data provided, as agreed upon with the SOS, free of omissions or errors, and must be provided to SOS in the specified or agreed upon format and within a 24-hour turnaround time from the time of execution of this contract.
- b. Special instances will arise around statewide elections. When a statewide election is held, faster and more frequent turnaround service will be required. SOS will provide at least a two-week notice to contractor of any statewide election dates.
 1. On the day before any statewide Election Day, the Elections Division's telephone messages requiring translation shall be sent by SOS to the Contractor every other hour, between the hours of 7:30am – 5:30 pm.
 2. On any statewide Election Day, Elections Division's telephone messages requiring translation shall be sent by SOS to the Contractor hourly, between the hours of 7:30am – 7:30 pm.

Translated messages shall be returned by the Contractor to the SOS within one (1) hour of receipt, unless otherwise specified by the SOS Contract Manager assigned to the request for services.

Telephonic translations provided by the SOS outside of the 2-day Election Day requirement, may be returned within a 48-hour turnaround time, unless otherwise notified by SOS.

5. Languages

Translation services provided under this agreement shall be for the following standard languages:

- Chinese (Traditional)
- Hindi
- Hmong
- Japanese
- Khmer
- Korean
- Russian
- Spanish
- Tagalog
- Thai
- Vietnamese
- Other minority languages as requested

Unless otherwise stated in the individual request for service, all translations shall be done in formal context, which could be understood by readers with an 8th grade education. No “contemporary colloquialisms” will be considered as an acceptable translation unless specifically called for in the text provided for translation. All translations must follow exactly, if not as closely as possible, to the layout and format of the English document, free of errors. This includes translated materials, translations, margins, font size, and page number(s). Translations must be verbatim in context. Low literacy translations (i.e. below an 8th grade education) are not acceptable, unless specifically requested, due to legal and legislative issues not within the control of SOS.

6. Contractor's Responsibilities

- a. Contractor must be reachable and responsive twenty-four (24) hours per day, seven (7) days per week, including holidays, as needed for the translation services requested.
- b. Contractor must be prepared to work during evening and weekend hours as needed, including holidays. Due to the critical nature of some projects, court orders, translation errors, or unexpected projects, vendor may be required to prepare, review, or modify translations within a two-hour timeframe.
- c. Contractor must have linguists available to work during evening and weekend hours as needed, including holidays. Due to the critical nature of some projects, unexpected court orders, or translation errors, vendor may be required to prepare, review, or modify translations within a two-hour timeframe.

- d. Contractor must meet deadlines that are provided at the time a project is requested. If translations are received before the deadline and errors are found, the contractor must correct and return project no later than original deadline. If project is returned on or after the original deadline and errors are found, Contractor must correct and return project within two hours of notification of errors, or within a timeframe that is determined by the Secretary of State's office.
- e. Contractor's Quality Assurance (QA) process shall be implemented by the Contractor upon commencement of services under this Agreement.
- f. In accordance with the requirements of this SOW and the Contractor's QA process, provided by the Contractor and made part of this agreement, the Contractor shall perform adequate QA to ensure all interpretations, translations and/or recordings performed under this agreement shall be free from error, which includes, but is not limited to, the following:
 - 1. Proof-read all translations for typos and formatting mistakes
 - 2. Review translations for accuracy, including ensuring the same style and comprehension level of original document is maintained, unless otherwise specified in the services requested
 - 3. Review translations for errors in choice of words and phrases, syntax, and grammar
 - 4. Review audio recording errors, background noise, and variances from approved scripts.
 - 5. Monitor, as part of the QA process, interpreters, and translator's performance to ensure accuracy and quality of delivery of service
 - 6. Review translations for culturally appropriate translation to ensure the meaning is clear and natural in the target language, as require.
- g. Contractor must use a minimum of one (1) proofreader and one (1) translator (both certified translators) for each language pair, and they can't be the same person for each project.
- h. Contractor shall be provided with SOS delivery timeframes/deadlines and requirements at the time service is requested. Should the Contractor determine if a requested timeframe/deadline delay exists, or anticipate failure to meet delivery requirements, the Contractor shall immediately notify the SOS Contract Manager assigned to the specific request in writing.
- i. The Contractor shall prepare and maintain a translation glossary to be used during the term of the contract, documenting specific, frequently used/common terminology used in SOS approved translations. At the conclusion of the contract, the Contractor shall provide a copy of the glossary

to the SOS for the purposes of use in future translation services to ensure each time a defined term appears in any language, it is used correctly and consistently.

- j. Contractor shall be able to deliver and provide remedial American for Disabilities Act (ADA) compliant documents, when requested. ADA compliant documents must meet the level Double-A of the World Wide Web Consortium (W3C) Web Content Accessibility Guidelines 2.0. and must pass Adobe PDF checker.
- k. If feedback is received by an outside source after a request for services and/or a project is completed, the SOS reserves the right to provide that feedback to the Contractor. The Contractor must review the feedback and submit to the SOS, within twenty-four (24) hours of receipt, an explanation detailing why they agree or disagree with the feedback in order for the SOS to make a final determination on whether any changes will be made regarding that particular request/project. All required [final] changes shall be determined by the SOS and shall be implemented by the Contractor and delivered to the SOS within twenty-four (24) hours. (See Section 11, Error and Omissions for further information regarding changes/corrections.)
- l. For the Certified List of Candidates, Contractor shall:
 - 1. Contact the SOS Contract Manager as soon as the request is received to verify the scope of work/expectations, as well as turnaround times.
 - i. Contractor may be required to prepare, review, or modify translations within a two (2) hour time-frame due to court ordered changes.
 - 2. Contractor and Linguist must be reachable and responsive twenty-four (24) hours per day, seven (7) days per week, including holidays, as needed for the translation service requested.
 - 3. Contractor shall ensure consistency of ballot designation translations by utilizing the glossary provided by SOS. These translations shall be consistent throughout the Certified List of Candidates.
 - 4. Chinese, Japanese and Korean Transliterations: All Chinese, Japanese and Korean transliterations under this Agreement must follow the standard definition of transliteration, which is the process of transferring a word from the alphabet of one language to another language. Additional languages that require transliterations may be identified by the SOS at a later time. All names must be transliterated according to the same pronunciation-focused process. Transliteration helps the target audience pronounce words and names in foreign languages. Improperly transliterated names into Chinese, Japanese and Korean by researching Chinese, Japanese and Korean given names online is not acceptable.

5. Approved Character Based Names by SOS shall be used in lieu of transliterations when provided. If feedback is received by an outside source after the Certified List of Candidates is sent by SOS, the SOS reserves the right to provide that feedback to the Contractor. The Contractor must review the feedback and submit to the SOS, within two (2) hours of receipt, and provided an explanation detailing why they agree or disagree with the feedback in order for the SOS to make a final determination on whether any changes will be made regarding that particular request/project.
6. If feedback is received by an outside source after the Certified List of Candidates is sent by SOS, the SOS reserves the right to provide that feedback to the Contractor. The Contractor must review the feedback and submit to the SOS, within two hours of receipt, and provided an explanation detailing why they agree or disagree with the feedback in order for the SOS to make a final determination on whether any changes will be made regarding that particular request/project
7. Any errors found shall be corrected within two (2) hours of notification.

Contractor shall be able to deliver and provide remedial American for Disabilities Act (ADA) compliant documents

7. SOS Responsibilities

- a. Provide Contractor with error-free English version of items to be translated under this agreement.
- b. Provide Contractor with a complete, detailed, and accurate description of all work to be completed for each individual requested service, as applicable, such as:
 1. Translation service(s) required
 2. A description of what is being interpreted/translated (including # of pages or messages and the required languages); a single order/project may require translation into multiple languages or include a combination of translation services (See additional information in Section 12. Invoices and Payment).
 3. The target audience
 4. A description of the subject matter knowledge and/or terminology required
 5. Delivery timeframes/deadlines, including providing extremely short or "rush" turnaround time requirements, as necessary
 6. Any additional delivery requirements, including file format and method of delivery, description of location of services to be provided (date, time, place)

7. Name and contact information of SOS Contract Manager assigned to the request
 8. In the event errors are discovered in a project, the SOS will immediately notify vendor of errors and notify vendor of expected turnaround time in order to meet deadlines identified in initial request.
- c. For requests that will require faster turnaround times due to statutory deadlines, SOS will provide at least a two (2) week notice of upcoming requests to contractor.

8. Deliverables

- a. Will be determined on as-needed basis.
- b. Ballot Designation translations shall be translated in the masculine form, unless specifically stated otherwise.
- c. Chinese, Japanese and Korean Transliterations: All Chinese, Japanese and Korean transliterations under this Agreement must follow the standard definition of transliteration, which is the process of transferring a word from the alphabet of one language to another language. Additional languages that require transliterations may be identified by the SOS at a later time. All names must be transliterated according to the same pronunciation-focused process. Transliteration helps the target audience pronounce words and names in foreign languages. Improperly transliterated names into Chinese, Japanese and Korean by researching Chinese, Japanese and Korean given names online is not acceptable.

For Elections materials, such as the Certified List of Candidates, the SOS may submit to the Contractor an approved transliteration that shall be used for a specific candidate in lieu of the Contractor's transliteration.

- d. All deliverables, including in-design files, become property of the SOS.

9. Deliverable Acceptance

The SOS Contract Manager, or designated SOS staff, shall review each deliverable to determine acceptance before authorizing payment. Acceptance shall be based upon the following criteria:

- a. Translations shall be free from error.
- b. Translations shall not be incorrect, confusing, or misleading.

- c. Deliverable shall be submitted in accordance with the detailed description of all work to be completed provided at the time service is requested.

10. Mandatory Qualifications, Skills, and Experience

The Contractors interpreters and/or translators performing services under this Agreement must have the following minimum, mandatory qualifications, in addition to the minimum Certification qualifications identified (as applicable) in **Exhibit A-1**

– Certification of Interpreter(s)/Translator(s):

- a. Must be able to translate the following languages: Chinese (Traditional), Hindi, Hmong, Khmer, Korean, Japanese, Russian, Spanish, Tagalog, Thai, and Vietnamese.
- b. A minimum of seven (7) years' experience performing written and telephonic translation services, of which a minimum of five (5) years must include contracting with state, local, or federal government entities. Resumes must reflect the dates of the number of years of the required experience and identify the company and government entities. **Note:** Four (4) of the seven (7) years' experience must have been acquired within the last four (4) years.

11. Error and Omissions

SOS reserves the right to reject deliverables that are of poor quality or that contain errors and omissions. In such an event, Contractor shall implement requested corrections and deliver the corrected translated material(s) to the SOS within twenty-four (24) hours or less, as necessary.

Further, SOS reserves the right to make corrections to Contractor supplied files. Any errors (deemed the Contractor's fault) and not caught before delivery will be billed to the Contractor as deemed reasonable by SOS including, but not limited to, the cost of reprinting. The extra time required for Contractor's corrections above and beyond the proofing stage will be charged to the Contractor by means of deduction to Contractor's invoice. The SOS may request that the Contractor re-submit an invoice for payment with the amount of the invoice modified as determined by SOS (whichever is faster for SOS to receive compensation), and/or SOS has the option to charge the Contractor for services of another vendor. Composition and/or printing costs attributable to errors or omissions in the materials or information provided by the Contractor shall be borne solely by the Contractor. No additional payments will be made by SOS for changes as a result of Contractor error or omission.

If the Contractor fails to fulfill the obligations under this Contract in a timely and proper manner, or violates any of the terms of this contract, the State shall have the

right to terminate this contract immediately and withhold payments in excess of fair compensation for work completed, and/or invoice Contractor for all materials and/or services not completed for the project. And, if necessary, the Contractor will be invoiced until a new Contractor is officially established for this contract.

NOTE: Please see Exhibit C – Additional Provisions, for Errors & Omissions Policy requirements.

12. Invoice and Payment

All invoices shall be submitted in accordance with the **Exhibit B – Budget Detail and Payment Provisions**, which will be made part of the awarded contract. SOS will pay an invoice only upon acceptance and approval of the agreed upon work and related materials or deliverable(s) that meet all the requirements of the awarded contract as follows:

- a. Upon acceptance and approval of work performed and any related material or deliverable(s), the Contractor agrees to submit monthly invoices in arrears, identifying the work performed, including rates and cost(s) charged in accordance with Exhibit B-1 – Cost Sheet, which is in accordance with the quoted costs submitted by the Contractor and made part of this Agreement.

NOTE: *Unless otherwise stated in the individual request for service [order/project], an “order or project” is considered all attachments within a request. For example, a request contains voice messages in 3 different languages, that request is considered a single order/project and shall be invoiced as a single order/project.*

- b. Signed approval/acceptance is required from the requesting SOS Contract Manager or their designee before processing an invoice for payment and must be attached to the invoice.
- c. All invoices must reference the Agreement Number listed on the Std. 213; failure to do so may result in payment being disputed by SOS.
- d. Upon the acceptance of each deliverable, the Contractor shall submit invoices identifying rates and cost charged per deliverable in accordance with **Exhibit B-1, Cost Worksheet** and made part of this Agreement.
- e. Invoices shall be submitted directly to the following address. Failure to submit invoices to the following address may result in delay in payment of invoice:

California Secretary of State
Attention: Accounts Payable

P.O. Box 944260
Sacramento, CA 94244-2600
AccountsPayable@sos.ca.gov

13. Contact Representatives

The contract representatives during the term of this agreement are as follows:

State Agency: Secretary of State	Contractor:
SOS Contract Manager information will be provided to the Contractor with each requested service.	Name:
	Phone:

Direct all contract related inquiries to:

State Agency: Secretary of State	Contractor:
Section/Unit: Contracts Services	Section/Unit:
Attention:	Attention:
Address: 1500 11th Street, Sacramento CA 95814	Address:
Phone: (916) 653-5974	Phone:
Fax: (916) 653-8324	Fax:
Email: contractservices@sos.ca.gov	Email:

Exhibit A-1

Certification of Interpreter or Translator

All interpreters and translators utilized to perform services under the contract must meet one of the three following minimum qualifications for the applicable language or service to be performed:

Minimum Qualifications I

1. All interpreters and translators, as applicable, have been tested and certified by a professional organization or association recognized as qualified by the industry; and
2. All interpreters or translators, as applicable, possess a valid certification (expiration date has not elapsed) that specifies the language(s) and is appropriate to the service(s) to be performed (interpretation and/or translation); and
3. The certification resulted from a competency test to measure the Interpreter and/or Translator's level of skill, in the applicable language(s).

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

Or,

Minimum Qualification II

4. When required by law, all interpreters and translators, as applicable, possess the required qualifications as stated in the statutes pertaining to the service. All interpreters utilized in legal/court proceedings, state administrative and medical hearings must possess valid (expiration date has not elapsed) certification issued by the Cooperative Personnel Services.

Certification standards set forth by the Cooperative Personnel Services which include the ability to meet minimum performance standards in consecutive and simultaneous interpretation plus the ability to perform sight translations of written and knowledge of correct usage of legal terminology.

Or,

Minimum Qualification III

5. In instances where the Contractor self-certifies/tests its interpreters and/or translators, the Contractor must substantiate the following information:

Interpreters:

For all interpreters, the Contractor certifies:

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

Translators:

For all translators, the Contractor certifies:

- A. Information is maintained to verify translator's knowledge of the written language equivalent to that of a university-educated native speaker (baccalaureate level), or continuous education training and two years experience working for the state, local or federal government as a contracted translator to ensure accuracy of translations using a wide range of vocabulary,

language skills that include grammar, pronunciation, etymology, improvisation techniques, and cultural awareness; and

- B. Information is maintained that specifies how the Translator's language fluency is verified/tested; and
- C. The date translator's fluency was verified/tested is maintained on file; and
- D. Documentation to identify the non-English language the Translator is qualified to provide translation services; and
- E. Documentation to identify the level of competency verified/tested (e.g., general conversational, legal, medical or scientific) and the score or rating assigned to identify the Translators' level of fluency; and
- F. Documentation that certifies translators have a minimum of four years of professional experience satisfactorily performing translator services in the applicable language. Two of the four years' experience must have been acquired within the last two years.

I, the undersigned, do hereby certify that all interpreters and/or translators, as applicable, to be utilized to perform services under this agreement, meet the above minimum qualifications. Additionally, pursuant to this signed agreement the Contractor agrees to maintain all required documentation stated in this certification and provide to state agency upon request.

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment:

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the Secretary of State (SOS) agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Payment shall be made upon satisfactory performance of work and upon receipt of an invoice received and approved by the designated representative(s).
- C. Invoices must be submitted on Contractor's letterhead signed by authorized representative, and include an itemized account of the services for which the SOS is being billed:
- Agreement number
 - Time period covered
 - A brief description of the services performed

Make out and submit invoices to:	Secretary of State Attn: Accounts Payable P O Box 944260 Sacramento, CA 94244-2600 AccountsPayable@sos.ca.gov
----------------------------------	---

2. Budget Contingency Clause:

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

3. Federal Funds:

- A. It is mutually understood between the Contractor and SOS that this Agreement may have been written for the mutual benefit of both the Contractor and SOS before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if the United States Government for the fiscal years covered in the Agreement for the purpose of this program makes sufficient funds available to the SOS. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner.
- C. Contractor and SOS mutually agree that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- D. The SOS has the option to **invalidate** the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction in funds.

4. 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.

5. Cost Detail:

Please refer to Exhibit B-1 – Cost Sheet.

Exhibit B-1

Cost Sheet

These pages will be a copy of the **Attachment 3 - Cost Sheet** completed and submitted by the winning Bidder.

Exhibit C
(GTC 02/2025 version)
General Terms and Conditions

Please Note: This page will not be included in the final agreement. The General Terms and Conditions will be included in the agreement by reference to Internet site:
<https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>.

Exhibit D
Special Terms and Conditions

1. Solicitation and Contractor's Response

The Solicitation and Contractor's response to Invitation for Bid (IFB) #25-002 is hereby incorporated by reference and made part of this Agreement.

2. Excise Tax

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

3. Settlement of Disputes

In the event of a dispute, Contractor shall file a "Notice of Dispute" with the Secretary of State's (SOS) Chief, Management Services, or designee within ten (10) days of discovery of the problem. Within ten (10) days, the SOS Chief, Management Services, or designee shall meet with the Contractor for purposes of resolving the dispute. The decision of the SOS Chief, Management Services, or 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.

4. 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.

5. 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 enforce the payment of any monies to any subcontractor.

Exhibit E
Additional Provisions

1. Errors and Omissions Policy Requirement

Contractor agrees to carry a minimum of \$1,000,000 per occurrence for Errors & Omissions coverage.

2. Amendment

The Secretary of State (SOS) reserves the right to amend the scope of work, increase the cost up to 30% of the agreement and extend the term of the agreement up to 1 year, based upon the SOS's need for completion of services and will be based on the original rates and terms identified in the contract.

3. Termination

The contract may be terminated by the State within a 30-day written notification.

4. Commission, Percentage, Brokerage, or Contingent Fees

The Contractor warrants by execution of Agreement, that no person or selling agency has been employed or retained to solicit or secure this contract 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 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 contract 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.

5. Executive Order N-6-22 – Russia Sanctions:

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

advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

6. Hatch Act

The provisions of the federal Hatch Act shall apply to employees working for state and local entities receiving HAVA funds. The Hatch Act may be reviewed at <https://osc.gov/Services/Pages/HatchAct.aspx>.

7. Debarment and Suspension

Pursuant to federal law, by signing this agreement or execution of this purchase order the Contractor certifies under the penalty of perjury that the contracting entity is not excluded or ineligible from federal assistance programs and thereby is not on the federal government's list of suspended or debarred entities.

Pursuant to federal law, as a component of the procurement process, the Contractor must review the federal government's list of debarred and suspended vendors and ensure no contract award is provided to a vendor on this list. This list may be viewed at <https://sam.gov/content/home>.

8. Audit for use of Federal Funds

Any recipient of federal funds must agree to be audited pursuant to federal and state law. Accordingly, all documents and electronic files must be produced upon request by the auditors.

9. Application of Federal Office of Management and Budget (OMB) Circulars

OMB Circular A-133 ("Audits of States, Local Governments, and Non-Profit Organizations"), and OMB Circular A-87, incorporated herein by reference, shall govern with respect to all aspects of this program. The provisions of these circulars may be found at <http://www.whitehouse.gov/omb/circulars>.

10. Incompatible Activities

SECRETARY OF STATE POLICY REGARDING POLITICAL ACTIVITY IN THE WORKPLACE

The Secretary of State is the state's chief elections officer. It is, therefore, imperative that staff in the Secretary of State's Office, and those who contract with the Secretary of State's Office, refrain from engaging in any political activity that might call into question the office's impartiality with respect to handling election issues. Accordingly, the policy of the Secretary of State's Office with respect to political

activity in the workplace, a copy of which will be given to every employee in the Secretary of State's office, is as follows:

- A. No employee of or contractor with the Secretary of State's Office shall engage in political campaign-related activities on state-compensated or federal-compensated time, except as required by official duties, such as answering inquiries from the public. This prohibition shall not apply while an employee is on approved vacation or approved annual leave. This prohibition shall not apply to activities engaged in during the personal time of an employee.
- B. No employee of or contractor with the Secretary of State's Office shall use any state property in connection with political campaign activities. It is strictly prohibited to schedule political campaign-related meetings or to conduct political campaign-related meetings in state office space, even if after normal working hours.
- C. No employee of or contractor with the Secretary of State's Office shall use his or her official status with the Secretary of State's Office to influence political campaign-related activities or to confer support for or indicate opposition to a candidate or measure at any level of government.
- D. No employee of or contractor with the Secretary of State's Office may be involved with political campaign-related telephone calls, letters, meetings or other political campaign-related activities on state-compensated or federal-compensated time. Requests by employees to switch to alternative work schedules, such as 4-10-40 or 9-8-80 work weeks, or to take vacation in order to accommodate political campaign-related activities or to attend political campaign functions, will be judged in the same manner and on the same basis as any other requests of this nature (i.e., existing needs of the office and discretion of the division chiefs).
- E. The receipt or delivery of political campaign contributions or photocopies thereof on state property is strictly prohibited, as is the use of office time or state resources (e.g., intra-office mail or fax machines) to solicit or transmit political campaign contributions.
- F. No employee of or contractor with the Secretary of State's Office may authorize any person to use his or her affiliation with the Secretary of State's Office in an attempt to suggest that the employee's or contractor's support or opposition to a nomination or an election for office or a ballot measure is of an "official," as distinguished from private, character.
- G. No employee of or contractor with the Secretary of State's Office may display political campaign-related buttons, posters, or similar materials in areas visible to

individuals who are in public areas of the Secretary of State's Office; nor may an employee of or contractor with the Secretary of State's Office display political campaign-related posters or other materials on windows facing out of the state office building.

- H. No employee of or contractor with the Secretary of State's Office may use official authority or influence for the purpose of interfering with or attempting to affect the results of an election or a nomination for any public office.
- I. No employee of or contractor with the Secretary of State's Office may directly or indirectly coerce or solicit contributions from subordinates in support of or in opposition to an election or nomination for office or a ballot measure.
- J. An employee who is paid either partially or fully with federal funds, including the Help America Vote Act of 2002 (HAVA), is subject to the provisions of the federal Hatch Act, and is, therefore, prohibited from being a candidate for public office in a partisan election, as defined in the federal Hatch Act. However, any employee who is to be paid either partially or fully with funds pursuant to HAVA shall first be consulted about the proposed funding and be informed about the prohibitions of the federal Hatch Act. The employee, whenever possible, shall be given the opportunity to engage in employment that does not involve HAVA funding.
- K. Provisions limiting participation in political campaign-related activities as provided for in this policy statement shall be included in every contract with the Secretary of State's Office.

If you have questions concerning these restrictions, please refer them to your contract manager.

11. Insurance Requirements

Within ten (10) business days of contract award or prior to commencing performance of any work under this Contract, Contractor shall furnish to SOS Contract Services, at the address identified on the cover page of this IFB, a certificate of insurance that complies with all the requirements set forth herein. If Contractor is self-insured, Contractor shall provide written proof of adequate self-insurance.

A. General Insurance Requirements

- 1) All insurance coverage required herein shall remain in force for the complete term of this Contract.
- 2) The Certificate Holder on the Contractor's certificate of insurance shall

include the SOS's address as: Secretary of State, Attention: Contract Services, 1500 11th Street, Room 460, Sacramento, CA 95814, and the Contract Number **# TBD upon award**.

- 3) Contractor's insurance company shall carry a rating that is acceptable to the Department of General Services (DGS). If Contractor is self-insured for a portion or all of its insurance, review of Contractor's financial information, including a letter of credit, may be required.
- 4) If the Contractor's insurance required by this Contract expires during the term of the Contract, a new certificate must be received by the State Contract Manager at least ten (10) business days prior to the expiration of the insurance. The new insurance shall meet all the requirements of this Contract.
- 5) The Contractor shall notify the State Contract Manager in writing within five (5) business days prior to the effective date of any cancellation, non-renewal, or material change that affects any insurance coverage required by this Agreement.
- 6) In the event that the Contractor fails to maintain in effect at all times the insurance coverage required in this Contract, the State may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event.
- 7) Any insurance required to be carried under this Contract shall be primary, and not excess or contributory, to any other insurance carried by the State.
- 8) The State shall not be responsible for any premiums, deductibles, self-insured retention, or assessments on the Contractor's insurance policy.
- 9) Any required endorsement(s) must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- 10) The policy retroactive date must be displayed on the certificate of insurance and must be before the date this Contract is executed or before the commencement of work.
- 11) Inadequate or lack of insurance does not negate the Contractor's obligations under the Contract.
- 12) In the case of the Contractor's utilization of subcontractors to complete the contracted scope of work, the Contractor shall include all subcontractors as insureds under the Contractor's insurance policy or supply evidence of insurance to the State equal to policies, coverage, and limits required of the Contractor, as specified herein.
- 13) All insurance required by this Contract, except for professional liability insurance, shall allow to the State to pay and/or act as the Contractor's

agent in satisfying any self-insured retention. The choice to pay and/or act as the Contractor's agent in satisfying any self-insured retention shall be at the sole discretion of the State.

- 14) All insurance coverage and limits available to the Contractor shall also be available and applicable to the State.

B. Types of Insurance and Coverage Limits

- 1) Commercial General Liability: The Contractor shall maintain commercial general liability insurance with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with a \$2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured agreement. The commercial general liability insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability. The policy must name the SOS, the State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under this Contracts.
- 2) Professional Liability: The Contractor shall maintain professional liability/errors and omissions insurance with limits of not less than \$1,000,000 per occurrence or per claim and \$2,000,000 aggregate covering any damages caused by an error, omission, or any negligent acts. Coverage shall be sufficient to cover all duties and obligations undertaken by the Contractor pursuant to this Contract and shall include, but not be limited to, claims involving infringement or violation of any U.S. Intellectual Property Right, as defined in the IT General Provisions. The Contractor shall maintain continuous coverage for up to three (3) years after this Contract terminates.
- 3) Provisions of section 3700 of the California Labor Code require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with such provisions before commencing performance of work under the Contract.
 - a) The Contractor shall maintain statutory workers' compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Contract, including special coverage extensions where applicable. Employer's liability limits of \$1,000,000 are required. A waiver of subrogation or waiver of right to recover endorsement in favor of the State of California must be attached to the certificate of insurance.
 - b) If the Contractor does not employ any person in any manner as to become subject to the workers' compensation laws of California, the Contractor may provide a signed statement on business letterhead stating, "I certify under penalty of perjury under the laws of the State of California

that I do not employ any person in any manner as to become subject to the workers' compensation laws of California. I further certify that the SOS will be notified within thirty (30) calendar days of any changes which results in the business becoming subject to the workers' compensation laws of the State of California." Contractor shall provide this letter to the State Contract Manager prior to the commencement of any work under this Contract.