

California Department of Education Invitation for Bid (IFB) Written Translation Services – CN260161

Special Education Division
Analyst: Contract Analyst – Nikki Garcia
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Bid Due Date: Tuesday, September 8, 2026, at 12:00 pm PDT
Public Bid Opening: Thursday September 10, 2026, at 9:00 am PDT
Contract Period: January 1, 2027 (or upon DGS Approval) – December 31, 2027
One-Year Option to Renew: January 1, 2028 – December 31, 2028
One-Year Option to Renew: January 1, 2029 – December 31, 2029

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GENERAL INFORMATION

I. PURPOSE

The California Department of Education (hereinafter referred to as CDE) is soliciting bids to provide written translation services on an as-needed basis for the California Department of Education (CDE), Special Education Division (SED) located at 1430 N Street, Sacramento, CA 95814, in accordance with the specifications contained herein this Invitation for Bid (IFB).

It is anticipated that the contract start date will begin approximately on January 1, 2027. The actual start date of the contract is contingent upon approval of the agreement by the Department of General Services (DGS), if required. Contract includes two one-year options to renew.

Award of a contract as a result of this IFB shall be contingent on DGS approval, CDE executive approval, funding and program authorization provided to and by the CDE.

II. IFB SCHEDULE

Activity	Action Date
Invitation for Bid Advertisement	August 24, 2026
Bids Due	September 8, 2026 at 12:00 pm PDT
Public Bid Opening	September 10, 2026 at 9:00 am PDT
Contract Start Date	January 1, 2027, or upon contract/DGS approval, whichever is later

III. ELIGIBLE BIDDERS

Public or private corporations, agencies, organizations, associations, or individuals may submit a sealed bid in response to this IFB. The bidder must be legally constituted and qualified to do business within the State of California (registered with the California Secretary of State), if applicable. Bidders must be a legally cognizable public agency, sole proprietorship, partnership, or corporation (fully incorporated by the deadline for submitting bids). Failure to meet the foregoing requirement will result in disqualification.

Bidders who have had a contract terminated by the CDE in the past 18 months may be automatically disqualified.

A. Disabled Veteran Business Enterprise (DVBE) Program Requirement

This solicitation is exempt from DVBE participation.

See General Information, Article V DVBE Participation Goals for information.

B. Targets of Economic Sanctions; 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.

IV. SUBCONTRACTING

The bidder responding to this IFB must serve as the Prime Contractor and will be the responsible entity in ensuring that all services and activities are competently and successfully completed. If any portion of the work outlined in Exhibit A, Scope of Work, is to be subcontracted out, or performed by anyone other than the bidder, a Bidder Declaration Form (GSPD-05-105) must be completed and submitted as part of the bid submission. The Bidder Declaration Form must bear the original signature of the person authorized to bind the bidder. The Bidder Declaration form can be found at: <https://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd05-105.pdf>

A. Commercially Useful Function

Bids must propose that Prime bidders provide a commercially useful function for the resulting contract or the bid will be deemed non-responsive and rejected by the State.

Commercially useful function is defined as: 1) Is responsible for the execution of a distinct element of the work of the contract (including the supplying of service and goods); 2) Carries out its obligation by actually performing, managing or supervising the work involved; 3) Performs work that is normal for its business services and functions; 4) Is responsible, with respect to products, inventories, materials and supplies required for the contract, for negotiating price, determining quality and quantity, ordering, installing, if applicable, and making payment; and 5) Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices. (Tit. 2 CCR § 1896.71(b).)

A small or microbusiness/DVBE contractor, subcontractor or supplier is not performing a “commercially useful function” if its role is limited to that of an extra participant in a transaction, contract or project through which funds are passed in order to obtain the appearance of small business or microbusiness/DVBE participation. (GC § 14837(d)(4); Tit. 2 CCR § 1896.15.) (Mil. & Vet. Code § 999(b)(5)(B); Tit. 2 CCR § 1896.71(c).)

V. DVBE PROGRAM REQUIREMENT

Section 10115 et seq. of Public Contract Code, and Section 999 et seq. of the Military and Veterans Code requires a goal of three percent (3%) certified California Disabled

Veteran Business Enterprise (DVBE) participation for all contracts on an agency-wide basis of \$25,000.00 and over unless exempted due to the services provided.

This solicitation is exempt from DVBE participation, however the DVBE incentive still applies (see Article VI. Preference Programs).

The CDE is committed to achieving legislatively established goals for the participation of DVBEs in all contracting and seeks to use certified California DVBE business whenever possible.

VI. PREFERENCE PROGRAMS

A. Small Business Preference

A five percent (5%) bid preference is available and will be applied in accordance with Attachment 5. The small business preference will be applied to those bidders declaring their eligibility by completing Attachment 5. The bidder must include proof of Small Business certification, if applying for the preference. Certification can be verified on Cal eProcure at <https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx>

Information regarding this preference program may be obtained on the DGS website, <https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/How-to-do-business-with-the-state-of-California>

B. DVBE Incentive Option

In accordance with Section 999.5(a) of the Military and Veterans Code, an incentive will be given to responsive and responsible bidders who provide DVBE participation as outlined below. The incentive amount for awards based on the lowest responsive/responsible bid received will vary in conjunction with the percentage of DVBE participation. The incentive is only given to those bidders who are responsive to the DVBE Program Requirements and DVBE participation in the resulting contract. The following represents the percentages that will be applied:

- Confirmed DVBE Participation of 5% or more, the DVBE Incentive is 5%.
- Confirmed DVBE Participation of 4% to 4.99%, the DVBE Incentive is 4%.
- Confirmed DVBE Participation of 3% to 3.99%, the DVBE Incentive is 3%.

In order to receive the incentive bidders must document DVBE participation commitment by completing and submitting the Bidder Declaration (GSPD-05-105) with the Bid. The GSPD-05-105 form can be found at:

<https://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd05-105.pdf>.

The bidder must also include proof of DVBE certification, if applying for the incentive. Certification can be verified on Cal eProcure at

<https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx>

C. Target Area Contract Preference Act (TACPA) Preference

Preference will be granted to California-based companies in accordance with GC § 4530–4535.3 whenever contracts for goods and services are in excess of \$100,000 and

the bidder meets certain requirements as defined in the *California Code of Regulations* (2 CCR § 1896.30) regarding labor needed to produce the goods or provide the services being procured.

This IFB includes the optional TACPA preference. Bidders are not required to apply for this preference. Denial of the TACPA preference request is not a basis for rejection of the bid.

The TACPA workplace and workforce preferences will be evaluated for this IFB. California-based companies seeking TACPA preferences will need to complete and submit the following preference forms with the bid:

- TACPA Preference Request form STD 830:
<https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std830.pdf>
- Bidder's Summary of Contract Activities and Labor Hours form DGS/PD 526:
<https://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspdpd0526.pdf>

Information regarding this preference program may be obtained at the DGS-PD website, <https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Request-Target-Area-Contract-Preference?search=TACPA>. By submitting TACPA preference forms, a bidder given a TACPA preference agrees to the TACPA contract provisions required by Government Code section 4535 and provided in 2 CCR 1896.40 in addition to requirements specified on the TACPA form STD 830.

VII. GENERATIVE ARTIFICIAL INTELLIGENCE (GenAI) DISCLOSURE NOTIFICATION

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

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

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

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

Government Code 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.

VIII. BIDDER REQUIREMENTS

Bidders must be responsible and have the capability to professionally carry out the terms of this contract. Those bidders who have had a contract terminated with the CDE in the past 18 months will be disqualified and will not be considered in the award process.

1. All Spanish language translators to be used in fulfillment of this contract must possess a professional written translation certification from the American Translators Association (ATA). A photocopy of an American Translators Association Certification must be provided for all Spanish language translators to be used in fulfillment of this contract.
2. All translators, to be used in fulfillment of this contract must have a minimum of five years of professional translation experience, including at least two years of experience in translating educational documents.

For languages where no ATA certification is currently available, the bidder will certify in Attachment 6, Bidder Certification, that the translators for those languages possess the minimum experience requirements listed above.

IX. IFB DOCUMENTS

Any conflicts, omissions or errors in the IFB or questions concerning clarification or interpretation of the IFB, shall be brought to the attention of Contract Analyst Nikki Garcia, NGarcia@cde.ca.gov. The CDE reserves the right to rephrase or not answer any question submitted.

The CDE reserves the right to amend or modify the IFB document prior to the final bid submittal date identified herein by issuing an addendum to all parties. The CDE will not be bound by verbal representations or interpretations.

The CDE reserves the right, at its sole discretion, for any reason, including price, rates, costs, etc., to cancel or modify this IFB, in whole or in part, prior to the award of any contract. The CDE may waive any immaterial deviation or defect in a bid proposal. The CDE's waiver of a deviation or defect shall in no way modify the IFB documents or excuse the Contractor from full compliance with the IFB specifications if awarded the contract. The CDE may reject any bid for any deviation or defect.

If you would like to request a copy of this IFB in an alternate format, including Word, please contact Nikki Garcia, by e-mail at NGarcia@cde.ca.gov.

X. BID DOCUMENTS AS PUBLIC RECORD

All bids and related documents submitted in response to this IFB become the property of the State of California and are considered public records and are subject to disclosure upon request, pursuant to Government Code Section 6250 et seq. All contracts awarded and all attachments thereto will become public records.

XI. BID SUBMISSION

Each bidder shall submit to the CDE two sealed copies of their bid meeting the specifications described in this IFB.

1. One (1) original set of bid documents which must bear the original signature of the individual authorized to do so, and
2. One (1) copy of the bid documents with a photocopy of the original signature.

All bid package documents must bear the original signature of the individual authorized to sign the contract. No electronic signatures will be accepted as original. Original signature shall mean a manual handwritten signature or mark in wet ink.

The bid shall be returned in a sealed envelope marked "SEALED BID – Written Translation Services – DO NOT OPEN." To prevent inadvertent premature opening, place sealed bid in one envelope within a second envelope addressed as follows:

California Department of Education
Fiscal and Administrative Services Division
Contracts Office
Attention: Nikki Garcia – CN260161 – IFB
1430 N Street, Suite 2213
Sacramento, CA 95814
SEALED BID – Written Translation Services – DO NOT OPEN

Sealed bids may be submitted via mail to the address above. Or may be hand delivered to the CDE Mail Room located on the first floor of the CDE building at 1430 N Street, Sacramento, CA 95814. If hand delivering, bidder must check in with the security desk (present valid ID). Security personnel will not accept bids.

The deadline for submission of sealed bids is Tuesday, September 8, 2026 at 12:00 pm PDT.

The bids will be publicly opened and read on Thursday, September 10, 2026 at 9:00 am PDT at the California Department of Education, Fiscal and Administrative Services Division, 1430 N Street, Suite 2213, Room 2218, Sacramento, CA 95814.

In a closed session, following the bid opening and reading, the CDE will review the apparent low bid to determine if the low bidder is responsible and responsive to the IFB. Bids not received at the location by the date and time specified will not be accepted. Postmark date will not constitute delivery. It is the bidder's responsibility to ensure that the bid is received at the location specified by the bid deadline.

By submitting a bid, prospective bidders certify that they meet all qualifications specified herein and agree to comply with all terms and conditions of this IFB. After announcement of the apparent successful bidder, there will be no negotiations of the terms and conditions of this IFB or the bidder's submitted proposal between the CDE and the apparent successful bidder.

Bids shall not be qualified or conditioned. Any bid response modifying, amending, or proposing alternate language to the terms and conditions of the IFB will be invalid and

inapplicable. Bids submitted must be complete in all respects and may be rejected if incomplete or contain irregularities of any kind.

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.

There is no requirement to award a contract if, in the opinion of the CDE, no bids were received containing a reasonable contract price or if there is another business-based reason not to make an award.

If no submissions are received containing bids offering a cost/price/rate, which in the opinion of the CDE is a reasonable cost/price/rate, CDE is not required to award an Agreement (Public Contract Code Section 10344 [d]).

Every component of the bid cost/price/rate is subject to reasonableness of cost justification. If any portion of the cost is rejected by the CDE, then the entire bid may be rejected.

The cost of bid development is the responsibility of the prospective bidder and shall not be chargeable to the CDE.

A bidder may withdraw its bid at any time prior to the date and time of bid opening by submitting a request in writing to the CDE, Attention: Contracts Office – Nikki Garcia – CN260161, 1430 N Street, Suite 2213, Sacramento, CA 95814. A new bid package may be submitted prior to the date and time of bid opening. Written withdrawal of bidder's bid will not be accepted after the date and time of bid opening. Withdrawals requested by telephone or fax are not acceptable.

Clarification may be requested by the CDE Contracts Office during the review of the bids for the purpose of clarifying ambiguities in the information presented in the bid response. The CDE reserves the right, at its sole discretion, to overlook, correct, or require a bidder to remedy any obvious clerical or incidental mathematical errors on a bid form. Bidders may be required to initial corrections.

Any failure by the bidder to acquaint itself with available information will not relieve them from responsibility for estimating properly, the difficulty, or cost of successfully performing the work.

XII. BID SUBMISSION REQUIREMENTS

The bid submission package must be submitted to the CDE and must include the following required forms fully completed and signed where applicable. One original set and one full copy of the bid documents listed herein must be included in the bid package. See Article XI. Bid Submission.

A. Attachment 1 – Required Attachment Checklist

The Required Attachment Checklist is to be used to ensure and confirm compliance with the bid submission requirements. The checklist must be completed and submitted as the cover of your bid package.

B. Exhibit B.1, Exhibit B.2, and Exhibit B.3 Contractor's Bid Forms

Contractor's Bid Form: must be completed and submitted with an original signature by the individual legally authorized to bind the bidder. Proposal form must contain the proposed bid cost for **Total Non-Emergency Word Rate and Total Emergency Rate for Language Groups A and B**

C. Licenses/Certification/Educational Degree

1. All Spanish language translators to be used in fulfillment of this contract must possess a professional written translation certification from the American Translators Association (ATA). A photocopy of an American Translators Association Certification must be provided for all Spanish language translators to be used in fulfillment of this contract.
2. All translators, to be used in fulfillment of this contract must have a minimum of five years of professional translation experience, including at least two years of experience in translating educational documents.
3. For languages where no ATA certification is currently available, the bidder will certify in Attachment 6, Bidder Certification, that the translators for those languages possess the minimum experience requirements listed above.

D. Insurance Certificate

The bidder must possess and provide a copy of their insurance certificates meeting the terms outlined in Exhibit E, Article III. Certificate of Insurance Requirements:

1. Commercial General Liability, AND
2. Workers' Compensation

Proof of coverage and limits for the above required terms are required in the bid submission package. The additional insured language (see Exhibit E, Article III. Certificate of Insurance Requirements) will be required as a condition of contract award.

E. Contractor Certification Clauses (CCC 04/2017)

The Contractor Certification Clauses (CCC 04/2017) must be signed and dated with an original signature. The 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>.

F. Payee Data Record (STD 204) and Payee Data Record Supplement (STD 205)

The STD 204 form must be completed and submitted with an original signature. The STD 204 form can be found at: <https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf>.

The STD 205 form must be completed and submitted with an original signature if the bidder must identify a remittance address that is different from the mailing address

identified on the STD 204. The Payee Data Record Supplemental STD 205 can be found at <https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std205.pdf>.

G. Attachment 2 – Certification of Workers’ Compensation Insurance

The Certification of Workers’ Compensation Insurance form must be fully completed, signed and dated with an original signature.

H. Attachment 3 – Darfur Contracting Act Certification, or Attachment 3a – Darfur Contracting Act Certification Supplemental

The Darfur Contracting Act Certification or the Darfur Contracting Act Certification Supplemental must be fully completed, signed and dated with an original signature.

I. Attachment 4 – California Civil Rights Certification

The California Civil Rights Certification must be fully completed, signed and dated with an original signature.

J. Attachment 6 – Bidder Certification

The Bidder Certification must be fully completed and dated with an original signature. Bidders must demonstrate responsibility and the capability to professionally carry out the terms of this contract through the bidder certification.

K. Conditional Attachments

1. Subcontracting

If bidder intends to subcontract any portion of the work outlined in Exhibit A, Scope of Work, the Bidder Declaration (GSPD-05-105) form must be completed and submitted with original signature. The GSPD-05-105 form can be found at: <https://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd05-105.pdf>

2. Small Business Preference

If bidder intends to apply for the Small Business Preference the Attachment 5 Small Business Preference Sheet must be completed and submitted with original signature.

The bidder must submit proof of Small Business certification. Failure to submit a copy of your proof of certification for the industry appropriate for this bid will not be cause for bid rejection; however, preference for small business will not be considered or granted for your bid. Certification can be verified on Cal eProcure at <https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx>

3. DVBE Incentive Option

If bidder intends to apply for the DVBE Incentive the following documents are required. Failure to submit any of the documents for this bid will not be cause for

bid rejection; however, DVBE incentive will not be considered or granted for your bid.

- Bidder Declaration (GSPD-05-105). Bids must include a GSPD-05-105 form completed in accordance with the instructions on the form. The GSPD-05-105 form can be found at:
<https://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd05-105.pdf>.
- DVBE Certification. Bids must include a copy of the DVBE certification for each DVBE contractor/subcontractor. DVBE certification can be verified and printed from Cal eProcure at
<https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx>

4. TACPA Preference

If bidder intends to apply for the TACPA Preference the TACPA Preference form (STD 830) and Bidder's Summary of Contract Activities and Labor Hours (DGS/PD 526) form must be completed and submitted with original signature.

- TACPA Preference Request form (STD 830). Bids must include a STD 830 form completed in accordance with the instructions on the form. The STD 830 form can be found at:
<https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std830.pdf>
- Bidder's Summary of Contract Activities and Labor Hours form DGS/PD 526. Bids must include a DGS/PD 523 form completed in accordance with the instructions on the form. The DGS/PD 526 form can be found at:
<https://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd0526.pdf>

XIII. BASIS OF AWARD

Following the public bid opening, the CDE Contracts Office will review the low bid for compliance with the bid requirements, specified herein, and to determine if the low bidder is responsible and responsive to this IFB.

The contract shall be awarded on the basis of the responsive and responsible bidder submitting the lowest average **Total Non-Emergency Group A Per Word Rate**. Please note, only group A non-emergency rates will be used for bid evaluation, but all sections of the bid forms must be completed.

The lowest average **Total Non-Emergency Group A Per Word Rate** will be computed by adding the Total Non-Emergency Group A Per Word Rate from each of the three bid forms, Exhibit B.1, B.2, and B.3, and then dividing the amount by three

Charges for the bidder's operating expenses such as: all labor, personnel, material, shipping/delivery, travel, transportation, fuel, parking, equipment, equipment rental, tools, supplies, certificates, taxes, permits, licenses, insurance, and/or any other overhead expenses must be included as part of the bidder's rates.

All bid responses must comply with the requirements outlined herein. Failure to do so will disqualify the bid. If it is determined not to be in the best interest of the State, the State reserves the right to not award a contract in response to this IFB.

THE STATE RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS.

The method that shall be used as a "tie-breaker" in the event of a two-way (or more) tie of the responsive/responsible lowest bid will be to place the names of the bidders in a container. The first name drawn will be the proposed awardee. The remaining bidder(s) name(s) will be drawn sequentially and noted in case, upon validation, the proposed awardee selected through the tie-breaking process is unacceptable.

Small business bidders, meeting the IFB specifications, shall have precedence over non-small business bidders in that the application of any bidder preference for which non-small business bidders may be eligible under any other provision of law shall not result in the denial of the award to a small business bidder.

In the event of a precise tie between the low responsible bid of bidder meeting the specifications of a small business, and the low responsible bid of a bidder meeting the specifications of a disabled veteran-owned small business, the contract shall be awarded to the veteran-owned small business.

Upon written request by any bidder who has submitted a bid, notice of the proposed award shall be posted in a public place in the offices of the contracting agency at least five working days prior to awarding the contract.

XIV. OPTION TO RENEW

The contract awarded through this IFB would expire on December 31, 2027; however, the CDE may exercise the options to renew for two additional years.

Costs for the first one-year option to renew (January 1, 2028 – December 31, 2028) shall be computed in accordance with the Contractor's Bid Form Exhibit B.2, contract period January 1, 2028 – December 31, 2028. If the State elects to renew the agreement with the Contractor, the CDE Contract Monitor will notify the Contractor of the option to renew in June 2027.

Costs for the second one-year option to renew (January 1, 2029 – December 31, 2029) shall be computed in accordance with the Contractor's Bid Form Exhibit B.3, contract period January 1, 2029 – December 31, 2029. If the State elects to renew the agreement with the Contractor, the CDE Contract Monitor will notify the Contractor of the option to renew in June 2028.

XV. CONTRACT AWARD PROTEST PROCEDURES

If prior to the award, any bidder files a protest with the CDE against the awarding of the contract on the grounds that it is the lowest responsive/responsible bidder meeting the specifications of the IFB, the contract shall not be awarded until either the protest has been withdrawn or the DGS has decided the matter. Protests shall be limited to those bases specified in Public Contract Code section 10345 (Attachment 7 describes the

protest procedures to be followed by a bidder filing a protest). The protest shall be sent to:

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

California Department of Education
Contracts Office
ATTN: Contract Manager
1430 N Street, Suite 2213
Sacramento, CA 95814
EMAIL: ContractsOffice@cde.ca.gov

EXHIBIT A – SCOPE OF WORK

I. GENERAL SCOPE

The Contractor shall provide written translation services on an as-needed basis for the California Department of Education (CDE), Special Education Division (SED) located at 1430 N Street, Sacramento, CA 95814, as described herein.

II. CONTRACT MONITORS

The California Department of Education (CDE) assigns **Michelle Matsumoto**, MMatsumoto@cde.ca.gov, 916-982-2190, as the CDE Contract Monitor to oversee this project. Said CDE Contract Monitor is not authorized by the State to make any commitments or make any changes which will affect the price, terms or conditions of this Agreement without a formal contract amendment.

The Contractor must assign a Contractor Contract Monitor to oversee this project. Said Contractor Contract Monitor is not authorized by the State to make any commitments or make any changes which will affect the price, terms or conditions of this Agreement without a formal contract amendment.

III. BACKGROUND

The SED conducts annually over 900 complaint investigations of allegations of district noncompliance with special education statutes and regulations. In 2027, an estimated 57 investigation reports, 47 notification letters, and 42 complaint requests for a total of 146 documents will need to be translated into a complainant's native language. This is an estimate, and services will be requested on an as-needed basis. While most of the translations are from English into Spanish or Traditional Chinese, the SED has also received requests for translation from English to Korean and Arabic. However, a need could arise to translate documents from English into other languages, as noted below. Documents range in size from 2 to 22 pages; the average page count per investigation report is six pages.

Pursuant to state and federal statutes and regulations, educational agencies are required to provide translated documents to meet reasonable accommodation requirements (e.g., *Education Code* Section 56001[j]; Title 5, *California Code of Regulations*, Section 3040[a]; Title 34, *Code of Federal Regulations*, Section 300.322[e]; and Title 20, *United States Code*, Section 1401[20]). The intent of the law is that communications with students with individualized education programs (IEPs) and their educational rights holders must be in their native language or mode of communication.

IV. TRANSLATOR QUALIFICATIONS

1. All translators to be used in fulfillment of this contract must have a minimum of five (5) years of professional translation experience, including at least two (2) years' experience in translating educational documents.

2. All Spanish language translators must possess a professional written translation certification from the American Translators Association (ATA). The Contractor must submit a current and valid ATA certification for any and all Spanish translators to be used in the completion of this agreement.

V. DESCRIPTION OF SERVICES

A. Translation Services

1. The Contractor shall provide written translation services, on an as-needed basis, as requested by the CDE Contract Monitor. The Contractor will provide all labor, personnel, equipment, tools, supplies, postage and/or delivery charges, materials, insurance, licenses, permits, transportation, and any other overhead costs required to provide document translation services for the CDE.
2. The Contractor shall provide to the SED written translation services on an as-needed basis for the following languages:

Group A: Most typically required: Spanish, Traditional Chinese.

Group B: Required only occasionally: Farsi, Hmong, Simplified Chinese, Punjabi, Tagalog, Tigrinya, Vietnamese, Urdu, Korean, Arabic.

3. The Contractor will provide two (2) translators for each translation assignment from the CDE. One (1) translator will complete the initial translation and a second translator will proofread that translation.
4. Translations provided to the CDE must be original.
5. Translators assigned to CDE SED translation projects shall take the following steps:
 - a. Read and understand the entire body of the English source document.
 - b. Translate the document into the requested language (i.e., accurately translate the idea being conveyed in the same spirit and style as appears in the source document, not word for word).
 - c. Refer to dictionaries, the CDE website, and other materials as necessary in translating documents or reviewing translations for accuracy, completeness, consistency, and conventions appropriate for the target language. Translators must research unfamiliar terms, phrases, program titles, or subject matter in order to render an accurate and complete translation.
6. The process of translation, at the rate stated in Exhibit B, is understood to include the following items:
 - a. The initial translation and proofreading.
 - b. The consideration, acceptance, and/or rejection of any suggestions made regarding the translation by a second, independent contractor to whom the CDE may send the Contractor's initial translation.

- c. The resolution of any differences between the original translation and the reviewer, resulting in a final version of the translation.
7. The CDE will not pay a per-service minimum charge or project management/desktop publishing charges.
8. The CDE will provide translation glossaries, CDE's Style Manual and CDE's Correspondence Guide.
9. The CDE reserves the right to return any document that is inaccurate or incomplete, and the Contractor shall retranslate or correct the formatting of the document at no cost to the CDE.
10. Contractor must have staff available throughout the contract term to provide services as stated in Exhibit A, Scope of Work.
11. All translators to be used in this contract must be located within the United States of America.

B. Word Count

The word count for an assignment will be determined by the CDE Contract Monitor at the time of the assignment. Word counts will be based on the number of words in the English text (source language). Spaces between words will not be counted, nor will the words in CDE headers and other official language intended to remain in English.

C. Assignment of Translation Projects

1. The CDE Contract Monitor will request written translation services from the Contractor by phone or by e-mail. Each assignment will have a submission due date, which will be scheduled by the CDE Contract Monitor upon assignment. Due dates will typically be between five (5) and ten (10) business days depending on the size and subject of the document(s). The CDE reserves the right to extend an assignment's due date for the Contractor; due dates will be extended at the sole discretion of the CDE Contract Monitor.
2. Documents for translation will be submitted electronically by the CDE Contract Monitor. The format of the translated document should mirror the formatting of the original document sent in English. The translated document should be in Microsoft Word, and the translated document should be consistent with the requirements of CDE's Correspondence Guide and CDE's Style Manual.
3. Upon receiving an assignment, the Contractor must provide confirmation of receipt by e-mail to the CDE Contract Monitor within one (1) business day.
4. If the Contractor is unable to meet an assigned deadline, a written request for due date extension must be submitted to the CDE Contract Monitor for approval. Should the Contractor fail to provide a translation within the assigned deadline, the CDE reserves the right to accomplish the service by any means available and

deduct from any current or future invoice additional charges incurred by the CDE. Repeated missed due dates may be grounds for contract termination.

5. The Contractor will designate a Contract Monitor who will act as the primary contact for all assignments and services covered under this contract. The Contract Monitor will be available to respond to communications from the CDE Contract Monitor between the hours of 8 a.m. and 5 p.m., Pacific Time, Monday through Friday, excluding state holidays.

D. Completion of Translation Projects

1. The Contractor must submit all finalized written translation documents in Microsoft Word format no later than the submission deadline. The written translation documents must be sent electronically to the CDE Contract Monitor.
2. Before sending the translation(s) to the CDE Contract Monitor, the Contractor's proofreader must proofread the translated document for the following items:
 - a. Accuracy
 - b. Consistency
 - c. Correctness
 - d. Grammar
 - e. Syntax
 - f. Spelling
 - g. Vocabulary
 - h. Punctuation
 - i. Typographical errors
 - j. Capitalization
 - k. Consistency/parallelism
 - l. Completeness (no omitted or overlooked passages or paragraphs)
 - m. Formatting that is consistent with the source document and/or CDE instructions
 - n. Correct translation of legal citations

The Contractor's proofreader must also do the following:

- a. Verify that the translation is of high quality.
 - b. Verify that conventions are appropriate for the target language and the intended California readership.
 - c. Verify that the formatting of the translation is accurate, neat, and consistent with any CDE instructions.
 - d. Ensure that translators have followed all CDE guidelines and instructions (including the use of any CDE translation glossaries, if available, CDE's Style Manual, and CDE's Correspondence Guide).
3. The CDE reserves the right to determine when a translation is in an acceptable final form.

VI. EMERGENCY SERVICES

The contractor must have the capability to receive, complete, and return an assignment within 24 hours, Monday through Friday, as requested by the CDE Contract Monitor or the Contract Monitor's designee and according to the standards and specifications noted above. If the Contractor fails to complete the emergency assignment within 24 hours, the work will be reimbursed at the regular average per-word rate.

VII. QUALITY ASSURANCE PROCEDURES

The CDE reserves the right not to pay for translation services that are deemed to be of unacceptable quality or which are not completed according to specifications. At the request of the CDE Contract Monitor, the Contractor will edit the document to correct inaccuracies at no additional cost to the CDE and within three business days. This contract may be terminated if work is repeatedly not completed in a timely manner or is found to be of poor quality by the CDE Contract Monitor. The CDE reserves the right to have an outside review of all contract work.

Within 30 days of the contract start date and at any time during the contract period, the Contractor will provide to the CDE Contract Monitor a written explanation of each step of the Contractor's quality assurance procedures. The Contractor's explanation must include a description of the steps used to ensure that any translation or revision provided to the CDE is in accordance with the requirements specified in Exhibit A, Scope of Work. The Contractor must provide revisions and/or clarification of their quality assurance procedures if requested by the CDE Contract Monitor.

In the event that the CDE receives complaints or identifies discrepancies regarding a translation provided by the Contractor, the CDE will return the translation to the Contractor for review and, if needed, correction or revision. Contractor will provide the CDE with the corrections/revisions at no charge to the CDE.

Failure to provide high-quality translations, completed and delivered within the assigned deadline, may also result in the termination of the contract.

VIII. TERMINOLOGY MANAGEMENT PROCESS

At any time during the contract period, upon CDE request, the Contractor must provide the CDE Contract Monitor with a written explanation of the Contractor's terminology management process in the development of translation glossaries. The Contractor must provide revisions and/or clarification of their terminology management process if requested by the CDE Contract Monitor.

IX. OWNERSHIP OF MATERIALS

All materials developed under the terms of this agreement shall be considered a work made for hire. The State, therefore, reserves the exclusive right to copyright and publish, disseminate, and otherwise use the material developed under the terms of this agreement in whatever way it deems appropriate.

Any material that is not acceptable to the state may be rejected by the State at its discretion. Notice of such a rejection shall be given to the contractor by the state within

ten (10) days of receipt of the materials, and final payment shall not be made for such material until substantial compliance has been obtained within the time and manner determined by the State.

EXHIBIT B – BUDGET DETAIL AND PAYMENT PROVISIONS

I. INVOICING AND PAYMENT

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

Invoices shall include the **Agreement Number CN260161** and shall be submitted in arrears, not more frequently than monthly in duplicate to:

California Department of Education
Special Education Division
Attention: Michelle Matsumoto
1430 N Street, Suite 2401
Sacramento, CA 95814
Email: MMatsumoto@cde.ca.gov

II. BUDGET CONTINGENCY CLAUSE (rev. 04/2025)

- A. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of federal and/or state funds, for the mutual benefit of both parties in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States and/or California Government for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions, imposed by the federal or California government that may affect the provisions, terms or funding of this Agreement in any manner.
- C. It is mutually agreed that if the Congress or the State Legislature does not appropriate sufficient funds for the program or the federal or state executive branch does not disburse sufficient funds, this Agreement shall be amended to reflect any reduction in funds actually received by CDE.
- D. Pursuant to GC, Section 927.13, no late payment penalty shall accrue during any time period for which there is no Budget Act in effect, nor on any payment or refund that is the result of a federally mandated program or that is directly dependent upon the receipt of funds by a state agency.
- E. CDE has the option to terminate the Agreement under the 30-day termination clause or to amend the Agreement to reflect any reduction in funds that the CDE actually receives.

III. PAYMENT

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

EXHIBIT B.1 – CONTRACTOR’S BID FORM

Written Translation Services – CN260161

Contract Period: January 1, 2027 through December 31, 2027

The undersigned Contractor hereby proposes to furnish all labor, personnel, material, shipping/delivery, travel, transportation, fuel, parking, equipment, equipment rental, tools, supplies, certificates, taxes, permits, licenses, insurance, and/or any other overhead expenses necessary to perform all the work required for written translation services, in accordance with the Terms and Conditions contained herein:

GROUP A Non-Emergency Translation Services		GROUP A Emergency Translation Services	
Language	Per Word Rate	Language	Per Word Rate
1. Spanish	\$_____/word	1. Spanish	\$_____/word
2. Traditional Chinese	\$_____/word	2. Traditional Chinese	\$_____/word
Total Non-Emergency Group A Per Word Rate (add items 1 and 2)	\$_____/word	Total Emergency Group A Per Word Rate (add items 1 and 2)	\$_____/word

GROUP B Non-Emergency Translation Services		GROUP B Emergency Translation Services	
Language	Per Word Rate	Language	Per Word Rate
3. Farsi	\$_____/word	3. Farsi	\$_____/word
4. Hmong	\$_____/word	4. Hmong	\$_____/word
5. Simplified Chinese	\$_____/word	5. Simplified Chinese	\$_____/word
6. Punjabi	\$_____/word	6. Punjabi	\$_____/word
7. Tagalog	\$_____/word	7. Tagalog	\$_____/word
8. Tigrinya	\$_____/word	8. Tigrinya	\$_____/word
9. Vietnamese	\$_____/word	9. Vietnamese	\$_____/word
10. Urdu	\$_____/word	10. Urdu	\$_____/word
11. Korean	\$_____/word	11. Korean	\$_____/word
12. Arabic	\$_____/word	12. Arabic	\$_____/word
Total Non-Emergency Group B Per Word Rate (add items 3 through 12)	\$_____/word	Total Emergency Group B Per Word Rate (add items 3 through 12)	\$_____/word

Please note, only Group A Non-Emergency Translation Services Rates will be used for bid evaluation, but all sections must be completed.

The CDE reserves the right to revise the language groups based upon changes in enrollment statistics in California public schools.

This bid form must be completed in its entirety. An unsigned bid form may result in disqualification.

Bidder Name: _____

Address: _____

City/State/Zip: _____

Email: _____

Phone: _____

Signature: _____

Printed Name/Title: _____

License #: _____

Federal ID #: _____

Questions regarding completion of this form should be brought to the attention of: Nikki Garcia, by email at NGarcia@cde.ca.gov.

EXHIBIT B.2 – CONTRACTOR’S BID FORM

Written Translation Services – CN260161

Contract Period: January 1, 2028 through December 31, 2028

The undersigned Contractor hereby proposes to furnish all labor, personnel, material, shipping/delivery, travel, transportation, fuel, parking, equipment, equipment rental, tools, supplies, certificates, taxes, permits, licenses, insurance, and/or any other overhead expenses necessary to perform all the work required for written translation services, in accordance with the Terms and Conditions contained herein:

GROUP A Non-Emergency Translation Services		GROUP A Emergency Translation Services	
Language	Per Word Rate	Language	Per Word Rate
1. Spanish	\$_____/word	1. Spanish	\$_____/word
2. Traditional Chinese	\$_____/word	2. Traditional Chinese	\$_____/word
Total Non-Emergency Group A Per Word Rate (add items 1 and 2)	\$_____/word	Total Emergency Group A Per Word Rate (add items 1 and 2)	\$_____/word

GROUP B Non-Emergency Translation Services		GROUP B Emergency Translation Services	
Language	Per Word Rate	Language	Per Word Rate
3. Farsi	\$_____/word	3. Farsi	\$_____/word
4. Hmong	\$_____/word	4. Hmong	\$_____/word
5. Simplified Chinese	\$_____/word	5. Simplified Chinese	\$_____/word
6. Punjabi	\$_____/word	6. Punjabi	\$_____/word
7. Tagalog	\$_____/word	7. Tagalog	\$_____/word
8. Tigrinya	\$_____/word	8. Tigrinya	\$_____/word
9. Vietnamese	\$_____/word	9. Vietnamese	\$_____/word
10. Urdu	\$_____/word	10. Urdu	\$_____/word
11. Korean	\$_____/word	11. Korean	\$_____/word
12. Arabic	\$_____/word	12. Arabic	\$_____/word
Total Non-Emergency Group B Per Word Rate (add items 3 through 12)	\$_____/word	Total Emergency Group B Per Word Rate (add items 3 through 12)	\$_____/word

Please note, only Group A Non-Emergency Translation Services Rates will be used for bid evaluation, but all sections must be completed.

The CDE reserves the right to revise the language groups based upon changes in enrollment statistics in California public schools.

This bid form must be completed in its entirety. An unsigned bid form may result in disqualification.

Bidder Name: _____

Address: _____

City/State/Zip: _____

Email: _____

Phone: _____

Signature: _____

Printed Name/Title: _____

License #: _____

Federal ID #: _____

Questions regarding completion of this form should be brought to the attention of: Nikki Garcia, by email at NGarcia@cde.ca.gov.

EXHIBIT B.3 – CONTRACTOR’S BID FORM

Written Translation Services – CN260161

Contract Period: January 1, 2029 through December 31, 2029

The undersigned Contractor hereby proposes to furnish all labor, personnel, material, shipping/delivery, travel, transportation, fuel, parking, equipment, equipment rental, tools, supplies, certificates, taxes, permits, licenses, insurance, and/or any other overhead expenses necessary to perform all the work required for written translation services, in accordance with the Terms and Conditions contained herein:

GROUP A Non-Emergency Translation Services		GROUP A Emergency Translation Services	
Language	Per Word Rate	Language	Per Word Rate
1. Spanish	\$_____/word	1. Spanish	\$_____/word
2. Traditional Chinese	\$_____/word	2. Traditional Chinese	\$_____/word
Total Non-Emergency Group A Per Word Rate (add items 1 and 2)	\$_____/word	Total Emergency Group A Per Word Rate (add items 1 and 2)	\$_____/word

GROUP B Non-Emergency Translation Services		GROUP B Emergency Translation Services	
Language	Per Word Rate	Language	Per Word Rate
3. Farsi	\$_____/word	3. Farsi	\$_____/word
4. Hmong	\$_____/word	4. Hmong	\$_____/word
5. Simplified Chinese	\$_____/word	5. Simplified Chinese	\$_____/word
6. Punjabi	\$_____/word	6. Punjabi	\$_____/word
7. Tagalog	\$_____/word	7. Tagalog	\$_____/word
8. Tigrinya	\$_____/word	8. Tigrinya	\$_____/word
9. Vietnamese	\$_____/word	9. Vietnamese	\$_____/word
10. Urdu	\$_____/word	10. Urdu	\$_____/word
11. Korean	\$_____/word	11. Korean	\$_____/word
12. Arabic	\$_____/word	12. Arabic	\$_____/word
Total Non-Emergency Group B Per Word Rate (add items 3 through 12)	\$_____/word	Total Emergency Group B Per Word Rate (add items 3 through 12)	\$_____/word

Please note, only Group A Non-Emergency Translation Services Rates will be used for bid evaluation, but all sections must be completed.

The CDE reserves the right to revise the language groups based upon changes in enrollment statistics in California public schools.

This bid form must be completed in its entirety. An unsigned bid form may result in disqualification.

Bidder Name: _____

Address: _____

City/State/Zip: _____

Email: _____

Phone: _____

Signature: _____

Printed Name/Title: _____

License #: _____

Federal ID #: _____

Questions regarding completion of this form should be brought to the attention of: Nikki Garcia, by email at NGarcia@cde.ca.gov.

EXHIBIT C – GENERAL TERMS AND CONDITIONS

GTC 02/2025 will be incorporated by reference and made part of this Agreement. The GTC 02/2025 document can be viewed at <https://www.dgs.ca.gov/OLS/Resources/Standard-Contract-Language>

EXHIBIT D – SPECIAL TERMS & CONDITIONS

I. RIGHT TO TERMINATE

The State reserves the right to terminate this agreement subject to 30 days written notice to the Contractor. Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

However, the agreement can be immediately terminated for cause. The term “for cause” shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State’s notification to the Contractor.

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

II. TERMINATION FOR TARGETS OF ECONOMIC SANCTIONS; 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.

III. RESOLUTION OF DISPUTES

If the Contractor disputes any action by the project monitor arising under or out of the performance of this contract, the Contractor shall notify the project monitor of the dispute in writing and request a claims decision. The project monitor shall issue a decision within 30 days of the Contractor’s notice. If the Contractor disagrees with the project monitor’s claims decision, the Contractor shall submit a formal claim to the Superintendent of Public Instruction or the Superintendent’s designee. The decision of the Superintendent shall be final and conclusive on the claim unless the decision is arbitrary, capricious, or grossly erroneous or if any determination of fact is unsupported by substantial evidence. The decision may encompass facts, interpretations of the contract, and determinations or applications of law. The decision shall be in writing following an opportunity for the contractor to present oral or documentary evidence and arguments in support of the claim. Contractor shall continue with the responsibilities under this Agreement during any dispute.

IV. 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.

V. ICT ACCESSIBILITY REQUIREMENTS (05/2018)

Unless the scope of work expressly provides that the CDE shall be responsible for all 508 compliance:

- A. Contractor shall, in accordance with California Government Code section 7405 (which requires state agencies to comply with Section 508 of the federal Rehabilitation Act of 1973 (Section 508)), ensure that any and all Information and Communications Technology (ICT) deliverables developed, procured, or maintained as a result of this contract shall comply with state and federal accessibility requirements, including: (i) the Web Content Accessibility Guidelines (WCAG) 2.0 at the AA level found at: <http://www.w3.org/TR/WCAG20/>, (ii) the CDE’s Web Standards found at: <https://www.cde.ca.gov/re/di/ws/webstandards.asp>, and (iii) the CDE’s Web Application Review Team (WebART) review process found at: <https://www.cde.ca.gov/re/di/ws/webartproc.asp>.
- B. The definition of “Information and Communications Technology” or “ICT” includes but is not limited to: computer hardware, software, cloud services, websites, web content, web or mobile application, office documents (e.g., MS Word, MS Excel, MS PowerPoint, PDF), multimedia, social media, email, and electronic devices.
- C. Contractor shall employ a section 508 compliance expert with qualifications and experience acceptable to the CDE to: (i) advise Contractor during ICT deliverable development, and (ii) certify in writing on behalf of Contractor that the ICT deliverables are fully compliant with the standards in subsection A above and Section 508 prior to submission to, or use by, the CDE. Such certification shall also include a statement describing precise methods by which compliance was determined, along with the results of testing. The Contractor is responsible for any costs associated with breach of such certification.
- D. Upon CDE’s request, the Contractor must provide to the CDE all source files for ICT deliverables to the CDE for the purpose of improving accessibility. This may include non-proprietary code, unedited pictures and video, and original documents prior to PDF conversion among others.

VI. PROHIBITION OF DISCRIMINATION

In addition to the non-discrimination requirements in General Terms and Conditions attached as Exhibit C, Contractor and its subcontractors shall comply with Education Code section 220, which prohibits any person from discriminating on the basis of any characteristic that is contained in the definition of hate crimes set forth in Section 422.55 of the Penal Code, including immigration status, in any program or activity conducted in connection with this contract.

VII. HEALTH AND SAFETY

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

EXHIBIT E – ADDITIONAL PROVISIONS

I. CONTRACTS FUNDED BY THE FEDERAL GOVERNMENT (Rev. 04/2025)

It is mutually understood between the parties that this contract may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the contract were executed after that determination was made.

This contract is valid and enforceable only if sufficient funds are made available to the State by the United States Government for Fiscal Year(s) covered by this agreement for the purposes of this program. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or imposed by the federal government, which may affect the provisions, terms, or funding of this contract in any manner.

It is mutually agreed that if Congress does not appropriate sufficient funds for the program or the federal government does not disburse sufficient funds for this program, this contract shall be amended to reflect any reduction in funds.

The department has the option to void the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction of funds.

The recipient shall comply with the reporting requirements set forth in Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200.

II. COMPUTER SOFTWARE COPYRIGHT COMPLIANCE

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

III. CERTIFICATE OF INSURANCE REQUIREMENTS:

A. Commercial General Liability:

Contractor shall furnish to the CDE, a Certificate of Insurance, issued by an insurance carrier licensed to write general liability insurance in the State of California, stating liability insurance is presently in effect for the Contractor of not less than one million dollars (\$1,000,000.00) per occurrence for bodily injury and property damage liability combined.

B. Certificate of Insurance Requirements:

Each Certificate(s) of Insurance must provide the following additional insured language:

The State of California, its officers, agents, employees, are included as additional insured, but only insofar as the operations under this contract are concerned.

Contractor is responsible to notify the State within 5 business days of any cancellation, non-renewal or material change that affects required insurance coverage.

Contractor agrees that the insurance provided shall be in effect at all times during the term of the contract. In the event insurance coverage expires at any time or times during the term of the contract, the Contractor agrees to provide a new Certificate of insurance to:

California Department of Education
1430 N Street, Suite 2213
Sacramento, CA 95814
Attention: Contracts Office – CN260161
Email: CONTRACTSOFFICE@cde.ca.gov

Evidencing coverage as established herein for not less than the number of working days or remainder of the term of the contract, or of a period of not less than one year.

New Certificates of Insurance are subject to the approval of the Department of General Services, Office of Risk and Insurance Management, if required. The Contractor agrees that no work or services shall be performed prior to such approval.

Failure to continuously maintain insurance coverage as herein provided is a material breach of the contract for which, in addition to any other remedy provided by law, the state and/or the CDE, may terminate the contract's control over the work and may proceed with the completion of the work in any manner it deems appropriate.

IV. WORKERS' COMPENSATION

Contractor shall furnish to the CDE a Certificate of Insurance, issued by an insurance carrier licensed to write Workers' Compensation insurance in the State of California that hereby warrants it carries Workers' Compensation Insurance on all of its employees who will be engaged in the performance of this Agreement. If staff provided by the Contractor is defined as independent contractors, this clause does not apply.

V. OWNERSHIP OF MATERIALS AND DATA (Rev. 1/20)

All materials and data developed under the terms of this agreement will become the property of the CDE. The Contractor may not publish, sell, disseminate or otherwise use any materials or data developed under this agreement unless specifically authorized in the statement of work, in a written amendment to this Agreement or in a separate, written agreement containing a licensing provision for such materials or data. The Contractor MUST seek review and approval from the CDE prior to any such publication, sale, dissemination or other use to ensure compliance with the authorizing provisions.

VI. AMENDMENTS

The CDE reserves the right to amend the contract under circumstances including but not limited to: 1) to exercise the option to renew, 2) when additional funds are required for additional translations. Amendment is of no force or effect until signed by both parties and approved by the Department of General Services, if required.

VII. OPTION TO RENEW

The contract awarded through this IFB would expire on December 31, 2027; however, the CDE may exercise the options to renew for two additional years.

Costs for the first one-year option to renew (January 1, 2028 – December 31, 2028) shall be computed in accordance with the Contractor's Bid Form Exhibit B.2, contract period January 1, 2028 – December 31, 2028. If the State elects to renew the agreement with the Contractor, the CDE Contract Monitor will notify the Contractor of the option to renew in June 2027.

Costs for the second one-year option to renew (January 1, 2029 – December 31, 2029) shall be computed in accordance with the Contractor's Bid Form Exhibit B.3, contract period January 1, 2029 – December 31, 2029. If the State elects to renew the agreement with the Contractor, the CDE Contract Monitor will notify the Contractor of the option to renew in June 2028.

ATTACHMENT 1 – REQUIRED ATTACHMENT CHECKLIST

Written Translation Services – CN260161

Bidder Name: _____

Complete this checklist to confirm all required attachments, pursuant to General Information, [Article XII. Bid Submission Requirements](#), have been included as part of your bid package.

For your bid to be responsive, all required attachments, must be submitted with an original signature. A complete bid or bid package must consist of the items identified below.

REQUIRED ATTACHMENTS:

- A. Attachment 1 Required Attachment Checklist – Use as a cover to confirm all required attachments are included in your bid package
- B. Exhibit B.1, Exhibit B.2, and Exhibit B.3 Contractor's Bid Forms
- C. Certifications: A photocopy of an American Translators Association (ATA) Certification must be provided for all Spanish language translators to be used in fulfillment of this contract.
- D. Insurance Certificate: Insurance Certificates (meeting the terms of Exhibit E, Articles III. and IV): Commercial General Liability Insurance and Workers' Compensation Insurance
- E. Contractor Certification Clauses (CCC 04/2017)
- F. Payee Data Record (STD 204) and Payee Data Record Supplement (STD 205)
- G. Attachment 2 Certification of Workers Compensation Insurance
- H. Attachment 3/3a Darfur Contracting Act Certification, OR Darfur Contracting Act Supplemental
- I. Attachment 4 California Civil Rights Certification
- J. Attachment 6 Bidder Certification
- K. Conditional Attachments
 - 1. Subcontracting
 - 2. Small Business Preference
 - 3. DVBE Incentive Option
 - 4. TACPA Preference
- L. Additional Set – Include one copy of the required attachments with a photocopy of original signature

ATTACHMENT 2 – CERTIFICATION OF WORKERS' COMPENSATION INSURANCE

I, the bidder, am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract.

Please check one box:

- ☐ I am an employer and I am aware of the provisions of Section 3700 of the Labor Code
- ☐ I am an independent Contractor and have no employees

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized to legally bind the bidder to the above described certification. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.

Bidder Name: _____

Signature: _____

Printed Name/Title: _____

ATTACHMENT 3 – DARFUR CONTRACTING ACT CERTIFICATION

Bidder Name: _____

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. However, if this form is not completed, the Supplemental form must be completed and submitted with your bid or proposal.

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.

Signature: _____

Printed Name/Title: _____

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.

Signature: _____

Printed Name/Title: _____

ATTACHMENT 3a – DARFUR CONTRACTING ACT CERTIFICATION SUPPLEMENTAL

Bidder Name: _____

I acknowledge that I have read the Darfur Contracting Act Certification form and my company has not, within the previous three years, had any business activities or other operations outside of the United States.

Signature: _____

Printed Name/Title: _____

ATTACHMENT 4 – CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

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

- A. CALIFORNIA CIVIL RIGHTS LAWS: For contracts \$100,000 or more, 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
- B. EMPLOYER DISCRIMINATORY POLICIES: For contracts \$100,000 or more, 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, hereby swear that I am duly authorized to legally bind the bidder to the above described certification. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.

Bidder Name: _____

Signature: _____

Printed Name/Title: _____

ATTACHMENT 5 – SMALL BUSINESS PREFERENCE SHEET

NOTICE TO ALL BIDDERS: Small Business and Non-Small Business Contractors

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

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

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

Bidder Name: _____

Signature: _____

Printed Name/Title: _____

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

If you have applied and not yet been formally certified, include the date of application. (Must be certified by Bid Due date to be considered for the SB Preference). Date applied (if not yet certified): _____

ATTACHMENT 6 - BIDDER CERTIFICATION

Written Translation Services – CN260161

- A. I, the bidder, certify that I possess at least three years of experience as an established business, under the current business name, not as a subcontractor for, or as an employee of another established business or public agency.
- B. I, the bidder, certify that for all languages, only translators who reside in the United States of America will be used in fulfillment of this contract.
- C. I, the bidder, certify that each translator who works on CDE assignments will possess at least five years of professional experience as a translator, including at least two years of experience in translating educational documents.
- D. I, the bidder, certify that each translator used by the Contractor to fulfill any and all assignments from the CDE will be a native speaker in the target language (i.e., translators will always translate into their alpha language).
- E. I, the bidder, certify that all translators who will be used for CDE assignments are listed in the tables below. I certify that all translators listed are employees of the bidder or under contract with the bidder.

In the tables on the following pages, I, the bidder, list all names of the translators who will work on CDE assignments, including the city and state in which they reside. Each language must have at least two translators, one for the initial translation, and one to proofread the translation.

I hereby certify that all the information contained in Attachment 6 is true and correct.

I understand that at any time during the bid review process, or during the life of the contract, the CDE reserves the right to require me to provide additional verification of any/all of the above conditions and certifications. I understand that I must provide the verification within the time frame stipulated by the CDE at the time of the request.

Company Name: _____

Address: _____

Signature: _____ Date: _____

Name and Title: _____

LANGUAGE GROUP A	
Spanish	Name of Translator: State of Residence: Number of Years of Experience:
	Name of Translator: State of Residence: Number of Years of Experience:
Traditional Chinese	Name of Translator: State of Residence: Number of Years of Experience:
	Name of Translator: State of Residence: Number of Years of Experience:
LANGUAGE GROUP B	
Farsi	Name of Translator: State of Residence: Number of Years of Experience:
	Name of Translator: State of Residence: Number of Years of Experience:
Hmong	Name of Translator: State of Residence: Number of Years of Experience:
	Name of Translator: State of Residence: Number of Years of Experience:
Simplified Chinese	Name of Translator: State of Residence: Number of Years of Experience:
	Name of Translator: State of Residence: Number of Years of Experience:
Punjabi	Name of Translator: State of Residence: Number of Years of Experience:
	Name of Translator: State of Residence: Number of Years of Experience:

LANGUAGE GROUP B (continued)	
Tagalog	Name of Translator: State of Residence: Number of Years of Experience:
	Name of Translator: State of Residence: Number of Years of Experience:
Tigrinya	Name of Translator: State of Residence: Number of Years of Experience:
	Name of Translator: State of Residence: Number of Years of Experience:
Vietnamese	Name of Translator: State of Residence: Number of Years of Experience:
	Name of Translator: State of Residence: Number of Years of Experience:
Urdu	Name of Translator: State of Residence: Number of Years of Experience:
	Name of Translator: State of Residence: Number of Years of Experience:
Korean	Name of Translator: State of Residence: Number of Years of Experience:
	Name of Translator: State of Residence: Number of Years of Experience:
Arabic	Name of Translator: State of Residence: Number of Years of Experience:
	Name of Translator: State of Residence: Number of Years of Experience:

ATTACHMENT 7 – PROTEST PROCEDURES FOR INVITATION FOR BIDS

A. Notification

1. Five working days before making the award, the CDE will notify the lowest bidder by telephone, fax, overnight courier or personal delivery if the contract will be awarded to another bidder.
2. If prior to the award any bidder files a protest against the awarding of the contract, the contract shall not be awarded until either the protest has been withdrawn or DGS has decided the matter.
3. Within five working days after filing the protest, the protesting bidder shall file with DGS a full and complete written statement specifying the grounds for protest plus the “Invitation for Bid” number, the name of the State agency involved and the agency contract officer.
4. Protests may be sent by regular mail, email, courier or personal delivery. Protestants should include their fax number if they have one.

B. Grounds for Protest

The lowest responsible bidder meeting the specifications was not awarded the contract.

C. Procedures

Procedures for filing protests under this section are:

1. Disposition of Protests – Following receipt of a protest filed as prescribed, DGS shall determine whether the protest is to be resolved by written submission of material or by public hearing. (Title 2, California Code of Regulations, Section 1195, et seq.)
2. Hearing Procedures
 - a. A hearing shall be conducted by DGS, Office of Administrative Hearings for resolution pursuant to the applicable statutes and regulations. (Public Contract Code, Section 10345)
 - b. DGS, Office of Administrative Hearings arranges for all hearings to be recorded by a hearing reporter. Any interested party may arrange with the reporter to have a transcript prepared at his or her own costs.
 - c. All of the costs of the proceeding will be charged to the CDE.