



August 25, 2026

TO PROSPECTIVE BIDDERS

SUBJECT: INVITATION FOR BID (IFB) No. 132324

Written Translation Services

Term: October 1, 2026, through September 30, 2028

The Employment Development Department (EDD) invites you to submit your bid for the above service in accordance with the attached Specifications.

If you wish to bid, see Instructions to Bidders. If you make any additions or modifications to the IFB package, it may result in the rejection of your bid. The EDD reserves the right to reject any or all bids. **Disabled Veteran Business Enterprise Participation and Incentive requirements are waived for this IFB.**

Bids must be received, and date stamped in the Contracts Services Group no later than:

Wednesday, September 9, 2026 by 3:00 p.m. (PT)

If you have any questions, please contact me at Angelica.Santiago@edd.ca.gov

/s/Angelica Santiago
Contract Analyst

Cc: Aleli De Asis

Enclosures

**Employment Development Department
1416 9th Street, MIC 62-C
P.O. Box 826880
Sacramento, CA 94280-0001**

Invitation for Bid No. 132324

Bid Due Date: **September 9, 2026**
Time: **3:00 p.m. (PT)**

<u>Exhibit</u>		<u>Pages</u>
	Instructions to Bidders.....	11
A	Scope of Work.....	1
	Exhibit A-1, Specifications	10
	Exhibit A-2, Work Plan.....	22
B	Budget Detail and Payment Provisions.....	2
	Exhibit B-1, Cost Table.....	1
C	*General Provisions – 02/2025.....	0
D	Special Terms and Conditions.....	4
E	Protection of Confidentiality.....	3
	Attachment E-1, Vendor/Contractor Confidentiality Statement.....	1
	Exhibit E-2, Indemnity Agreement	1
	Exhibit E-3, Data Destruction Certification Form	3
F	Safeguarding Contract Language For Technology Services.....	3
G	STD 213, Sample Standard Agreement	2
<u>Attachment</u>		
1	Cost Proposal	14
2	Bidder Declaration.....	2
3	Contractor Certification Clauses.....	4
4	Certification Regarding Debarment.....	2
5	Darfur Contracting Act Certification.....	2
6	STD 204, Payee Data Record.....	2
7	STD 205, Payee Data Record Supplement.....	2

8	California Civil Rights Laws Certification.....	1
9	Certification Regarding Lobbying.....	3
10	Iran Contracting Act Certification.....	2

*View at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>

**STATE OF CALIFORNIA
EMPLOYMENT DEVELOPMENT DEPARTMENT
INSTRUCTIONS TO BIDDERS
Invitation for Bid (IFB) No. 132324**

1. Submission of Bids

- a. Failure to read these instructions, the Specifications, and the Terms and Conditions included in this bid package will be at the bidder's risk. **Written instruction(s) regarding the submission of bids shall take precedence over any verbal instruction(s).**
- b. Bidders shall complete and return the IFB Requirements Checklist, found on page 10, and all supporting documents listed. If mailed, the exterior of your envelope must clearly be noted: **"INVITATION FOR BID, DO NOT OPEN IN MAIL ROOM, IFB NO. 132324."**
- c. All submitted documents must be signed by an authorized representative of the bidder's firm. The forms must be completed in ink or typewritten. If errors are made, they must be crossed out and corrections printed in ink or typewritten adjacent to error. Corrections must be initialed in ink by person signing the bid forms.
- d. The EDD reserves the right to reject any or all bids and may waive any immaterial deviation or defect in the bid. The EDD's waiver of any immaterial deviation or defect shall in no way modify the solicitation documents, or excuse the bidder from full compliance with the solicitation specification if awarded the Contract. The EDD is not required to award an agreement.
- e. Bid packages must be received and time stamped in Contract Services Group no later than 3:00 p.m. (PT) on the bid closing date of September 9, 2026. Signed copies of the sealed bid package are to be mailed or delivered to:

Regular, Overnight and/or Express Delivery:

Employment Development Department Mail Services
1416 9th Street, MIC 62-C
Sacramento, CA 95814
Attn: Angelica Santiago

Bids received and time stamped after 3:00 p.m. (PT) on the bid closing date of September 9, 2026, will be considered "late", disqualified and will be returned to sender.

Bid submissions received by email or other electronic means will not be accepted or considered.

Public Bid Opening

The public bid opening is scheduled for **September 10, 2026** promptly at **9:00 a.m.** The event will be held at the following address:

1416 9th Street
Sacramento, CA 95814

Upon arrival, all attendees are required to check-in with security and sign-in on the bid opening record. All attendees will be escorted to the appropriate location.

During the bid opening, each submission will be opened, read aloud, documented, and examined for preferences and incentives. To ensure efficiency, all questions and answers will be kept to a minimum.

2. Key Action Dates

Action	Date
Release IFB	August 25, 2026
Deadline to Submit Questions	August 28, 2026 by 3:00 PM PT
Response to Questions	September 2, 2026 by 5:00 PM PT
Proposals Due	September 9, 2026 by 3:00 PM PT
Intent to Award	Week of September 14, 2026
Contract Commencement	October 1, 2026, or upon final approval

3. Online Small Business (SB) and Disabled Veteran Business Enterprise (DVBE) Certification Process

California's SB and DVBE firms can now file their applications and get certified online via the Department of General Services website at: <https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Apply-for-or-Re-apply-as-Small-Business-Disabled-Veteran-Business-Enterprise>. Small Businesses and DVBEs can access the numerous benefits that come along with certification in a more timely and efficient manner.

4. Replacement of Disabled Veteran Business Enterprise Subcontractors

If for this Agreement, the Contractor made a commitment to achieve Disabled Veteran Business Enterprise (DVBE) participation, then the Contractor must within 60 days of receiving final payment under this Agreement (or within such other time period as may be specified elsewhere in this Agreement) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Agreement; (2) the name and address of the DVBE(s) that participated in the performance of the Agreement; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Agreement have been made to the DVBE(s), and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation (Military & Veterans Code section 999.5(d)).

The Contractor understands and agrees that should award of this Agreement be based in part on their commitment to use the DVBE subcontractor(s) identified in their bid or offer, per Military and Veterans Code section 999.5(e), a DVBE subcontractor may only be replaced by another DVBE subcontractor and must be approved by the Department of General Services (DGS).

Changes to the scope of work that impact the DVBE subcontractor(s) identified in the bid or offer and approved DVBE substitutions will be documented by contract amendment.

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

5. **Award of the Agreement**

- a. Award will be made to the lowest responsible bidder meeting specifications and offering to supply the services described. The firm submitting the lowest responsible bid may be required to submit evidence that they have available, as needed, sufficient resources to provide the necessary equipment and personnel to enable them to meet the requirements of the Contract, and may also be required to furnish information as to their financial responsibility.
- b. It is understood and agreed that following the award of the Contract, the successful bidder shall agree to comply with all Exhibits attached herein, and provide the required documents requested (i.e., bonds, insurance certificates, etc.) in order for the EDD to complete the execution of a Standard Agreement (STD. 213).

c. **Small Business/Microbusiness (SB/MB) and Small Business/Nonprofit Veteran Service Agency (SB/NVSA) Certification Preferences**

A SB/MB and SB/NVSA Certification Preferences are applicable to the award of this Contract.

(1) Certified SB/MB and SB/NVSAs may claim preference when submitting a bid on this Contract. The preference is equal to five percent (5%) of the lowest responsible bid. When the lowest responsible bid is not submitted by a certified small business, the preference becomes applicable. Please note that the preference is used for computation purposes only (to a maximum amount of \$50,000) in determining the successful bidder. It does not alter the amount of the resulting contract.

(2) To learn more about the SB/MB and SB/NVSA Preference Programs and how your business might qualify, contact the Office of Small Business and DVBE Services at (916) 375-4940

d. **California Certified Small Business Subcontractor Preference**

A five percent (5%) bid preference is available to a non-small business claiming twenty-five percent (25%) California certified small business subcontractor participation. If claiming the non-small business subcontractor preference, the bid response must include a list of the small business(es) with which you commit to subcontract in an amount of at least twenty-five percent (25%) of the net bid price with one or more California certified small businesses. Each listed certified small business must perform a "commercially useful function" in the performance of the contract as defined in Government Code section 14837(d)(4).

The required list of California certified small business subcontractors must be attached to the bid response and must include the following: 1) subcontractor name; 2) address; 3) phone number; 4) a description of the work to be performed and/or products supplied; 5) and the dollar amount or percentage of the net bid price (as specified in the solicitation) per subcontractor.

Bidders claiming the five percent (5%) preference must commit to subcontract at least twenty-five percent (25%) of the net bid price with one or more California certified small businesses. Completed certification applications and required support documents must be submitted to the Office of Small Business and DVBE Services no later than 5:00 p.m. on the bid due date, and the Office of Small Business and DVBE Services must be able to approve the application as submitted. Questions regarding certification should be directed to the Office of Small Business and DVBE Services at (916) 375-4940.

6. **Rejection of Bids**

- a. If the bid is received after **3:00 p.m. (PT)** on the due date of **September 9, 2026** as stipulated in the bid package, the bid shall be rejected and returned to sender.
- b. If it is found that a bidder is not responsible (i.e., has not paid taxes; has submitted a bid when the bidder's license is suspended on the date of the bid opening and/or award of the Contract, or during the proposed term of the Agreement; submitted a bid without an authorized signature; falsified any information in the proposal package or has provided poor performance on a previous contract with the EDD, etc.), the bid/proposal shall be rejected.
- c. If it is found, upon license verification with the Contractor's State Licensing Board, that a bidder's license is suspended on the date of the bid opening and/or award of the Contract, or during the proposed term of the Agreement, the proposal shall be considered nonresponsive and shall be rejected.
- d. The EDD reserves the right to reject any and all bids and to waive any immaterial deviation or defect in the bid. The EDD's waiver of any immaterial deviation or defect shall in no way modify the bid document or excuse the bidder from full compliance with the solicitation document specifications if awarded a Contract.

7. **Tie Bids**

In the event of a tie between two bidders, a coin toss will be used to determine the winner. Any coin toss shall be observed by witnesses, and the tied bidders would be invited to have representatives present. Location and time will be announced to all bidders.

8. **Subcontractors**

No subcontracting will be allowed to circumvent competitive bidding. A certified Small Business/Microbusiness, Small Business/Nonprofit Veteran Service Agency or a certified Disabled Veteran Business Enterprise will only be permitted to subcontract in order to meet Department requirements and/or preferences. The subcontracting services and amount shall not exceed 25 percent (25%) of the bid. The Contractor shall be solely responsible for fulfilling the requirements of the bid. If it is anticipated that subcontractors will be used, the bid must include the name(s) of person(s) or firm(s), and must specify the portions and monetary percentages of the work to be done by them.

9. **Subcontractors Substitution**

If EDD gives written approval to subcontract, Public Contract Code section 4107 authorizes an awarding authority to consent to substituting a subcontractor when the subcontractor listed in the bid fails or refuses to execute a written Contract for the Scope of Work specified in the subcontractor's bid, and at the price specified in the subcontractor's bid.

10. **Disposition of Bids**

All material submitted in response to this bid package will become the property of the EDD and will become a public record after Award.

11. **Grounds For Protest**

a. Those who may protest are as follows:

- For IFBs, the lowest responsible bidder meeting the specifications (if not awarded the Contract).
- b. There is no protest if the awarding agency rejects all bids or proposals, based on the interest of the State.

12. **Protest Exclusions**

The State has **no jurisdiction** to consider a protest when:

- The Contract is considered a public works contract.
- The Contract award is for a type of contract not subject to the protest procedures. This category includes contracts for maintenance, modification, and so forth of real or personal property, including equipment and contracts for professional services under Government Code section 4525.
- The protestant was not the lowest responsible bidder or the highest-scored proposer.
- The protestant was not a bidder or proposer, and seeks to contest the award. The only recourse in this case is through the civil courts.
- The protest was not submitted in a timely manner.
- The grounds for the protest do not meet the permissible grounds stated in the P.C.C.

13. **Notification of the Right to Protest**

Unsuccessful bidders who wish to protest this award must submit a detailed, written statement of protest, including the IFB No., the name of the State agency involved, and the agency contact person. The protest must be submitted within five (5) working days following the bid opening. All protests must be submitted to both of the following:

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

Employment Development Department
Contract Services Group
1416 9th Street, MIC 62-C
Sacramento, CA 95814
Email: BOPSDContractsExternal@edd.ca.gov

14. **Conditions and Commitment**

By signing and submitting a bid package, the bidder acknowledges it has read, understood, and agrees to the following provisions:

a. General Provisions – 02/2025 available for viewing at: [GTC 02/2025](#)

b. **Performing a Commercially Useful Function:** In accordance with Government Code section 14837 and Military and Veterans Code section 999, all certified SB/MB or DVBE contractors, subcontractors and suppliers that bid on or participate in a state contract, regardless of whether it is a verbal or written solicitation must perform a Commercially Useful Function (CUF). A certified SB/MB or DVBE is deemed to perform a CUF if the business does all of the following:

- Is responsible for the execution of a distinct element of the work of the Contract.
- Carries out its obligation by actually performing, managing, or supervising the work involved.
- Performs work that is normal for this business services and functions.
- 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.
- Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.

c. **Payee Data Record. STD. 204**

Revenue and Taxation Code section 18646 requires state agencies to file information tax returns (IRS Form 1099) for certain types of payments made to vendors. The successful bidder will be required to complete and submit a Payee Data Record, STD. 204 to the EDD before processing payment for services. Upon completion of the work in a manner satisfactory to the EDD, the EDD agrees to make payments in accordance with the contract provisions.

d. **California Taxpayer and Shareholder Protection Act of 2003**

This solicitation and any resulting contract are subject to all requirements as set forth in the Public Contract Code section 10286 which includes, but is not limited to, providing written submission of a declaration stating that the supplier is eligible to contract with the State of California pursuant to statutory requirements.

Failure of the supplier to comply with and provide information, when requested by the awarding department within the time indicated, will cause the supplier's bid response to be considered nonresponsive and their bid will be rejected.

e. **Registered To Do Business In California**

Corporations, Limited Liability Companies (LLCs), and Limited Partnerships (LPs) **must** be registered with the California Secretary of State to be awarded a contract. The Secretary of State Certificate of Status must be included with the bid. The Secretary of State may be contacted as follows:

California Secretary of State
Division of Corporate Filing and Services
1500 Eleventh Street, Third Floor
Sacramento, CA 95814-5701
Certification Unit: (916) 657-5251

Required document(s) may also be obtained at the following website:

<https://bizfileonline.sos.ca.gov/>

f. **Prohibition of Tax Delinquents from Contracting**

The State of California is prohibited from entering into any contracts for the acquisition of goods and services with persons whose name appears on either list of the 500 largest tax delinquencies pursuant to section 7063 or section 19195 of the Revenue and Taxation Code. Reference also to P.C.C. § 10295.4.

Bidder certifies that it is not included on the California Department of Tax and Fee Administration list at: <https://www.cdtfa.ca.gov/taxes-and-fees/top500.htm> or the Franchise Tax Board list at: <https://www.ftb.ca.gov/about-ftb/newsroom/tax-news/may-2021/top-500-delinquent-taxpayer-list.html>

g. **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 California Business and Professions Code section 17030.

h. **Declaration Forms**

All bidders must complete the [Bidder Declaration GSPD-05-105](#) and include it with the bid response.

Bidders who have been certified by California as a Disabled Veteran Business Enterprise Declaration (DVBE) (or who are bidding rental equipment and have obtained the participation of subcontractors certified by California as a DVBE must also submit a completed form(s) [STD. 843 Disabled Veteran Business Enterprise Declaration](#)).

All disabled veteran owners and disabled veteran managers of the DVBE(s) must sign the form(s). The completed form should be included with the bid response. 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.

i. **Insurance Requirement**

The Contractor agrees the insurance herein provided for shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time during the term of this Agreement, the Contractor agrees to provide at least 30 days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as outlined below for not less than the remainder of the term of this Agreement, or for a period of not less than one year. New certificates of insurance are subject to the approval of the Department of General Services, and the Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, the EDD may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event. The Contractor shall provide written notice to the EDD within five (5) business days of any cancellation, non-renewal, or material change that affects required insurance coverage.

The Contractor shall display evidence of the following coverage on an ACORD certificate:

- j. **General Liability Insurance** – The Contractor shall furnish to the EDD a certificate of insurance prior to commencement of work stating there is general liability insurance in effect for the Contractor in an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage combined.

The certificate of insurance must include the following provision stating:

“The State of California, its officers, agents, employees and servants are included as additional insured, but only with respect to work performed for the EDD under this Contract.” *The additional insured endorsement must accompany the certificate.*

- k. **Workers' Compensation and Employer's Liability Insurance** - The Contractor shall furnish to the EDD a certificate of insurance evidencing Workers' Compensation and Employers Liability Insurance presently in effect with limits not less than \$1,000,000 by an insurance carrier licensed to write Workers' Compensation insurance in California. Such certificate shall include the name of the carrier and the policy inception and expiration dates. If the Contractor is self-insured for Workers' Compensation, a certificate must be presented evidencing Contractor is a qualified self-insurer in the State of California.
- l. **Automobile Liability Insurance, if applicable** - The Contractor shall furnish to the EDD a certificate of insurance evidencing automobile liability insurance presently in effect for the Contractor of not less than \$1,000,000 per accident while utilizing a motor vehicle in the performance of this Contract. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles.
- m. **Environmental Liability Insurance, if applicable** – The Contractor and any subcontractors shall furnish to the EDD a certificate of insurance evidencing environmental liability insurance presently in effect for the Contractor of not less than \$1,000,000 per occurrence for bodily injury, property damages and costs incurred for clean-up and removal of substances causing pollution conditions. This requirement can also be met by securing one of the following: (1) an endorsement to the Contractor's general liability insurance overriding the general liability pollution exclusion or; (2) an endorsement evidencing pesticide/herbicide coverage afforded to the Contractor's general liability policy.

n. **Iran Contracting Act Certification, if applicable**

Pursuant to the Iran Contracting Act of 2010 (P.C.C. sections 2200 - 2208 are “the Act”), vendors are ineligible to bid on, submit a bid for, enter into, or renew any contract with the State for goods or services of one million dollars (\$1,000,000) or more if the vendor engages in investment activities, in Iran, as defined in the Act.

Bidder certifies that it is not on the current list of Entities Prohibited from Contracting with Public Entities in California per the Act found at:
<https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/List-of-Ineligible-Businesses>

o. **California Public Records Act (PRA)**

Upon award, all documents and information therein, submitted in response to this IFB become property of the State of California and will be regarded as public records under the Public Records Act, pursuant to Government Code section 6250, et seq.

p. **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, the Contractor represents that it is not a target of Economic Sanctions. Should the state determine the 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 EDD.

q. **Generative Artificial Intelligence (GenAI) Technology**

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

IFB REQUIREMENTS CHECKLIST

Please complete the checklist below to confirm that all items are contained with the Bid. Place a check mark (✓) next to each item being submitted. For the Bid to be responsive, the checklist and all required documents must be submitted from the list below. Offers must be delivered by mail and received no later than 3:00 p.m. (PT), on September 9, 2026.

The Bid must contain: Each required supporting document and a completed Requirements Checklist sheet.

The need to verify that all required documentation is submitted with the Bid cannot be overemphasized as failure to submit all completed documents referenced on this checklist may cause the Bid to be rejected.

CHECK (✓)	#REFERENCE	DOCUMENT NAME / DESCRIPTION	REQUIRED
	Attachment 1	Cost Proposal	YES
	Attachment 2	Bidders Declaration <i>(Must complete all relevant sections to the prime and subcontractors including page numbers, located in the bottom right-hand corner)</i>	YES
	Attachment 3	Contractor Certification Clauses 04/2017 (CCC 04/2017)	YES
	Attachment 4	Certification Regarding Debarment, Suspension Indelibility and Voluntary Exclusion Lower Tier Covered Transaction	YES
	Attachment 6	STD 204 Payee Data Records	YES
	Attachment 8	California Civil Rights Law Certification	YES
	Attachment 9	Certification Regarding Lobbying	YES
	Attachment 10	Iran Contracting Act Certification	YES

SEE NEXT PAGE FOR ADDITIONAL REQUIREMENTS

The following forms are required, if applicable, at the time of submittal. Failure to submit all completed documents referenced on following checklist may cause the Bid to be rejected.

CHECK (✓)	#REFERENCE	DOCUMENT NAME / DESCRIPTION
	Attachment 5	Darfur Contracting Act Certification
	Attachment 7	STD 205 Payee Data Record Supplement
		Secretary of State Certification of Status

The following document(s) are due upon award:

		Copy of Vendor's Insurance Certificates and Additional Insured Endorsement(s)
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I, _____, hereby certify under penalty of perjury that I have carefully read, reviewed, and fully completed all documents required in connection with this Invitation for Bid. I affirm that I understand the requirements and conditions set forth in the specifications and agree to provide the requested goods and/or services at the cost specified in the cost proposal. I further certify that all bid documents, responses, and information submitted by me, or on behalf of the bidder, are complete, accurate, and provided in good faith.

(Signature of representative/date)

**EXHIBIT A
SCOPE OF WORK
(Standard Agreement)**

1. This Agreement is entered into by and between the Employment Development Department, hereinafter referred to as the EDD, and TBD, hereinafter referred to as the Contractor, for the purpose of providing Written Translation Services, in accordance with IFB No. 132324.
2. The Project Representatives during the term of this Agreement will be:

State Agency

Employment Development Department
Attn: Aleli De Asis
PO Box 826880, MIC 49-A
Sacramento, CA 95814
Phone: (916) 982-2036
Email: Aleli.DeAsis@edd.ca.gov

Contractor

TBD
Attn:

Phone:
Email:

The Project Representatives may be changed by written notice without an amendment to this Agreement.

3. The services shall be provided in accordance with Exhibit A-1, Specifications, and Exhibit A-2, Work Plan, which is incorporated as a part of this Agreement.
4. The State may, at its sole discretion, elect to amend to increase funding. All amendments with funds shall be processed utilizing the original rates evaluated in the Exhibit B-1, Cost Table, and shall not be denied by the Contractor. The State is not obligated to use any or all of these options.

**EXHIBIT A-1
SPECIFICATIONS
(Standard Agreement)**

I. INTENT

The State of California, Employment Development Department (EDD), is seeking to contract with a qualified vendor to provide written translation services and other services to enhance and facilitate access and participation by Limited English Proficient (LEP) individuals to EDD programs and services.

II. SCOPE AND BACKGROUND

The EDD is responsible for administering several benefits and programs including Unemployment Insurance, Disability Insurance, payroll tax collection, and job training/workforce services. Many Californians who seek and receive services are non-English speakers or limited English proficient individuals. To effectively serve these populations and comply with state and federal law, the EDD seeks to provide written information to customers in their primary or preferred language whenever it is not English.

The EDD disseminates important information via its public website, (edd.ca.gov), benefit application portals (such as myEDD), media outreach and marketing, multilingual interactive voice response systems, mailing, etc. The EDD also periodically receives non-English language documents or information that must be translated into English for processing. In addition, the EDD is in the process of modernizing programs' systems, portals, and self-serving options for customers, which may require such systems to be available in languages other than English.

III. DEFINITIONS

“Limited English Proficient (LEP)” means individuals who do not speak English as their primary language and who have a limited ability to read, write, understand, or speak English.

“Primary Languages” means the top seven non-English spoken languages determined by the EDD based on the most recent U.S. Census data. The languages are Spanish, Cantonese, Mandarin, Vietnamese, Tagalog, Korean, and Armenian. When referencing written languages, they languages are Spanish, traditional Chinese, simplified Chinese, Vietnamese, Tagalog, Korean, and Armenian.

“Secondary Languages” means the top 8 to 15 non-English spoken languages determined by the EDD based on the most recent U.S. Census data. The languages are Arabic, Farsi, Punjabi, Russian, Japanese, Hindi, Mon-Khmer (Cambodian), and Thai.

**EXHIBIT A-1
SPECIFICATIONS
(Standard Agreement)**

“Editing/Proofreading” means the act or process of reviewing a translated document and of making revisions and/or corrections to the translated copy to bring the translation into better agreement with the meaning of the English original.

“Desktop Publishing” means the act or process of designing, re-creating, or formatting electronic documents using a computerized software package to prepare a document for printing or electronic display.

IV. LANGUAGES

The Contractor shall perform translation services (into and from English) by qualified language professionals of the following languages:

Group A – Primary Languages

Spanish, Traditional Chinese, Simplified Chinese, Vietnamese, Tagalog, Korean, and Armenian. When referring to spoken languages for narration services, the languages are Spanish, Cantonese, Mandarin, Vietnamese, Tagalog, Korean, and Armenian.

Please note, the EDD has an in-house Spanish Translation Unit that produces a large volume of Spanish translations. Therefore, it is expected that requests for Spanish translations may not be as high as the other languages in this group.

Group B – Secondary Languages

Arabic, Farsi, Punjabi, Russian, Japanese, Hindi, Mon-Khmer (Cambodian), and Thai.

The Contractor must be able to provide services in all the listed languages of Group A and B, and additional languages as requested, and may propose a tiered pricing methodology for these groups, including additional languages.

V. DESCRIPTION OF SERVICES

All contract interactions for the services below will be between the Contractor and the EDD, which is responsible for disseminating accurate, timely and consistent information in English and non-English languages to Californians.

Tier 1 – Primary Services:

The Contractor shall provide professional written translation services from English into designated target languages and from designated target languages into English. Services may include, but are not limited to:

**EXHIBIT A-1
SPECIFICATIONS
(Standard Agreement)**

- Translation of written documents such as forms, web pages, marketing and outreach materials, correspondence, notices, reports, training materials, and other public facing or internal communications.
- Translation of content in various electronic formats, including Microsoft Office products, PDFs, websites and other digital platforms.
- Desktop Publishing (DTP) and formatting of translated materials in various electronic formats to preserve the layout, appearance, functionality and accessibility of the source document.
- Standard, expedited, and urgent translation services as requested by the EDD.

Tier 2 – Secondary Services:

The Contractor shall provide supplementary language services that support the quality, accuracy, and consistency of translated materials, including:

- Editing, proofreading, and revision of previously translated materials.
- Independent linguistic review and quality assurance of translations produced by the Contractor, the EDD, or third parties.
- Translation Quality Evaluation (TQE) using Multidimensional Quality Metrics (MQM) or comparable industry standards to assess human-translated, machine-translated, and machine translation post-edited (MTPE) content.
- Machine translation post-editing (MTPE) services, when authorized and requested by the EDD.

VI. SERVICE DETAILS

Turnaround Requirements

The Contractor shall acknowledge receipt of translation requests within one (1) business day.

Unless otherwise agreed upon by the EDD, all translation requests shall be considered standard service and shall be completed within the following timeframes:

- Requests containing fewer than 100 words shall be completed within one (1) business day.
- Requests containing 100 to 2,000 words shall be completed within three (3) business days.
- Requests containing 2,001 to 10,000 words shall be completed within five (5) business days.

EXHIBIT A-1
SPECIFICATIONS
(Standard Agreement)

- Requests containing more than 10,000 words, involving multiple languages, or requiring extensive desktop publishing or formatting services shall be completed within ten (10) business days.

The EDD may designate a request as a rush request when business needs require delivery sooner than the applicable standard service timeframe. Rush requests shall be subject to the Contract's established rush service fees, if applicable.

The Contractor shall immediately notify the EDD if any circumstance may affect the agreed-upon delivery schedule.

Completion time and estimated total cost will be agreed upon between the EDD and the Contractor prior to each assignment.

The translation services include, but are not limited to:

- Translations: Submissions will be provided in EDD plain language standards; therefore, lower literacy translations will not be acceptable. No contemporary colloquialisms unless specifically called for in the text provided for translation.
- Reverse translation: Translation into English for documents received by the EDD program that are written in a language other than English.
- Typesetting: As specified in format of project for printed materials if requested.
- Proofing: Verified quality translations(s), fonts, margins, etc. on all provided or created materials.
- Development of electronic documents for translations requiring printing: When requested by the EDD, the Contractor shall provide translations on an electronic storage device, including any required artwork. The Contractor shall promptly inform the Contract Monitor of any issues encountered or provide such notice in writing upon request. All materials produced for the State are the property of the State.
- When EDD requests it, the contractor must provide print-ready files that include database information, graphics, using the required PMS or CMYK colors, and the final English layout file. The typeset materials must be delivered in a complete page format.
- The Contractor may be required to provide rush translation services for revisions to previously translated materials when changes are requested by the EDD after delivery.
- Any deliverable containing translation errors, formatting deficiencies, desktop publishing issues, or other deficiencies that do not conform to the requirements of this Contract may be rejected by the EDD and returned to the Contractor for correction.

**EXHIBIT A-1
SPECIFICATIONS
(Standard Agreement)**

- Requests requiring translation of a single word shall be billed at the applicable per-word rate identified in the Contract's pricing schedule, with no minimum word count requirement.
- EDD composition and/or printing costs attributable to the Contractor's errors and/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 EDD for any product/file changes because of Contractor error(s) or omissions.
- The Contractor shall provide staff, located at the Contractor's place of business, who are qualified to diagnose and resolve technical production issues including, but not limited to, translation, electronic files, graphics, typesetting, formatting, and quality-control issues within a two (2) to four (4) hour turnaround time.
- Language translations which require special foreign language fonts or non-Latin characters must be provided in language-specific Noto font family as outlined in the EDD Brand Manual. Other language translations (e.g. Spanish) which do not require special language fonts must be provided in Noto Sans font.
- The EDD requires at least one review (sometimes multiple reviews) of unformatted text for each translation project prior to the Contractor's final formatted translation document.

Translation Services

The Contractor shall provide translations of source texts, with the meaning and intent, and, to the extent possible, the format and layout of the original source text retained.

The Contractor shall translate documents in a culturally sensitive manner and at the same reading level as the source material. Unless the EDD requests a translation be written in a specific regional or class dialect, documents must always be translated into standard language.

Accuracy, completeness, consistency, and cultural appropriateness are critical. The Contractor shall utilize qualified translators and quality assurance processes to ensure the accuracy, completeness, and consistency of translated materials. The Contractor shall be capable of reviewing and validating human-translated, machine-translated, and machine translation post-edited (MTPE) content using Multidimensional Quality Metrics (MQM) or other evaluation methods approved by the EDD.

The Contractor shall maintain sufficient staffing, project management, and quality assurance resources to support large-scale translation projects exceeding 250,000 total words. Such projects may involve multiple target languages, phased delivery schedules, iterative review cycles, and desktop publishing services. The Contractor shall be capable of coordinating and delivering these projects in accordance with a mutually agreed-upon project schedule.

**EXHIBIT A-1
SPECIFICATIONS
(Standard Agreement)**

Performance Standards

The Contractor shall provide accurate translations that must be proofread and edited for correctness, by technically qualified, certified, and experienced translators. Translator(s) must:

- Be experienced and possess an advanced command of the source and target language.
- Have excellent knowledge of accents and regional language variations.
- Have ability to translate with a high standard of accuracy, and in a culturally competent manner.
- Respect precedent and established terminology (when it exists); and
- Be able to work under pressure and meet tight deadlines.

The Contractor shall conduct linguistic review/testing as part of their translation work. The review shall include but not limited to correctness of language, margins associated with those specific language/fonts adhering to the EDD Brand manual as mentioned previously, etc. The EDD reserves the right to perform a quality review on translated documents. The results of those reviews shall be shared with the Contractor and shall form the basis for any further steps, as agreed upon, to remedy any deficiency in quality that may be determined by such reviews. The Contractor shall provide comprehensive support services to the EDD by providing project management, consultation and deliverables. The Contractor must have available staff qualified to resolve technical production issues such as, but not limited to, translation, electronic files, graphics, typesetting, formats, and quality issues within a rush turnaround time.

If requested by the EDD, the Contractor must be able to provide documentation as to how accuracy is ensured and a quality product delivered. Any errors identified by the EDD or by the Contractor as part of linguistic testing shall be remediated and updated translation be provided at no cost to the EDD. Prior to final submission of revisions, the Contractor may be required to provide *rush* translation services for the revised portions of the document.

Completed product from the Contractor that is of poor quality, or that requires excessive electronic prepress or file manipulation, may be rejected and returned to the Contractor for re-work. The Contractor shall perform all required corrections at no additional cost to the EDD and shall resubmit the corrected deliverable within twenty-four (24) hours of notification, unless otherwise approved by the EDD.

EXHIBIT A-1
SPECIFICATIONS
(Standard Agreement)

The Contractor, or its support services vendor(s), will ensure translators abide by professional translator ethics, including confidentiality, impartiality, and accuracy; and will have received professional training and provide an ongoing demonstration of qualifications to serve in the role of translator. The Contractor, or its support services vendors, shall not rely on ad hoc translators (untrained and untested bilingual persons who are providing informal translation support).

The Contractor, and their translators who work on translation projects, must use a translation memory software and be willing and able to deliver to the EDD, upon request, any files related to the EDD-assigned projects, including "clean" and "unclean" files, specialized glossaries and translation memory files in TMX and XLSM format. The Contractor must identify word(s)/sentences that the Contractor previously translated under this Contract and provide lower and/or no-cost translations for such sentences when they are a part of a translation project. For complex and large projects, the EDD's bilingual internal staff may request to work collaboratively with the Contractor to complete translation projects. The Contractor must be able to easily share translation files and allow editing of documents by the EDD.

Desktop Publishing Services

The translation must be formatted to match the original version. A template may be provided by the EDD authorized user (in English) for conversion to requested language. The Contractor shall be able to provide services in languages that include other characters such as Chinese, Japanese, and Cyrillic alphabet characters. The document shall be translated within the EDD Authorized User's designated timeframe, in a format specified by the EDD Authorized User, and delivered, via email, over a secure portal or other electronic media, as specified by the EDD.

The Contractor shall be able to provide "print ready files" in a variety of electronic formats specified and deliver final products that mirror the layout of the English version or source language, including graphics with the designated PMS (or Pantone Matching System) colors or CYMK colors. The Contractor must be able to handle the translation and production of web-ready formats, such as HTML files. All materials created for the EDD belong to the Department.

Editing and Proofreading Services

The EDD may request editing, proofreading, linguistic review, and validation of materials previously translated by EDD, the Contractor, another contractor, or through machine translation.

**EXHIBIT A-1
SPECIFICATIONS
(Standard Agreement)**

The same quality standards that apply to written translation services shall apply to editing and proofreading services. The Contractor shall review materials for accuracy, completeness, terminology consistency, grammar, readability, cultural appropriateness, and compliance with the EDD-approved glossaries, style guides, and terminology standards.

When requested by the EDD, the Contractor shall perform Translation Quality Evaluation (TQE) using Multidimensional Quality Metrics (MQM) or other EDD-approved methodologies to review, revise and validate human-translated, machine-translated, and machine translation post-edited (MTPE) content. The Contractor shall provide corrected deliverables and, when requested by the EDD, a summary of identified issues and recommended corrections.

VII. REPORTING

The Contractor must be able to provide ad hoc and monthly activity reports to EDD designated representative. All data reporting elements, noted below, must be in selected data formats (Excel, comma separated files). Ad hoc requests shall be provided within five (5) business days of EDD's request, unless otherwise specified by the EDD.

The EDD reserves the right to request additional data elements.

- Project code/identifier
- Date of request
- Date of completion
- Source language
- Target languages
- Service Type (e.g. translation, editing, proofreading, linguistic review, MTPE)
- Total number of words
- Cost

Certification of 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:

All interpreters and translators, as applicable, have been tested and certified by a professional organization or association recognized as qualified by the industry; and

**EXHIBIT A-1
SPECIFICATIONS
(Standard Agreement)**

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

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,

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,

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

Translators:

For all translators, the Contractor certifies:

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

Information is maintained that specifies how the Translator's language fluency is verified/tested; and

**EXHIBIT A-1
SPECIFICATIONS
(Standard Agreement)**

The date translator's fluency was verified/tested is maintained on file; and

Documentation to identify the non-English language the Translator is qualified to provide translation services for; and

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

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, that the undersigned agrees to maintain all required documentation stated in this certification and provide to state agency upon request.

(Contractor Name and Signature)

(Date)

**EXHIBIT A-2
WORK PLAN
(Standard Agreement)**

DIGITAL ACCESSIBILITY TESTING (DAT) REQUIREMENTS AND ATTACHMENTS:

(For the purposes of an ADA Remediation request; awaiting updated document if any)

Creating and Formatting Accessible Non-English PDFs

Version 3.0

This document is a guide for creating accessible non-English PDF documents using Adobe Acrobat. It contains both a document creation checklist and a formatting standards section.

Part I of this document contains a **suggested** Checklist for Creating Accessible Non-English PDFs, but you may use another method if you desire.

Part II of this document should be used as a **quick accessibility reference** for formatting PDFs. It contains the updated standards that are used by EDD when validating non-English PDF documents.

PART I. CHECKLIST FOR CREATING ACCESSIBLE NON-ENGLISH PDFS

ADOBE ACROBAT

STEP 1 - SETTING UP THE ACCESSIBLE PDF

- Open the PDF file
- Select **File > Properties** to verify metadata
 - **Description tab.** The title, author, subject, and keywords should be translated to the primary language of the document
 - **Title:** Full title of the document including DE number, Rev. number, and Rev. date. Include the name of the language spelled out in English.
 - **Author:** **EDD Employment Development Department State of California** (Author information should be translated to the primary language of the document.)
 - **Keywords:** Enter the English version of title, author, and the name of the non-English language.
 - **Initial View tab.** Magnification = Fit Page
 - **Advanced tab.** Language = select the primary language of the document.
- In **Page Thumbnails** (on the left), select all the document pages and right-click.
 - Select **Page Properties > Use Document Structure**
- Run the **Acrobat Accessibility Checker**. The document should have only two issues: **Logical Reading Order** and **Color Contrast**
- Select **Save As** to save your work up to this point.

EXHIBIT A-2 WORK PLAN (Standard Agreement)

STEP 2 - FORM FIELD FORMATTING (FILLABLE FORMS ONLY)

- Apply property settings to each field to mirror the English version of the document.
- Select **Save As** to save your work up to this point.

STEP 3 - CLEANING UP TAGS

(CAN BE DONE IN ADOBE ADOBE ACROBAT OR COMMONLOOK. YOU MAY USE BOTH PROGRAMS)

- Verify that the tagging structure starts with a <Document> tag. All other tags should be children of the <Document> tag.
- View the reading order to see what tags are on the document and verify they are correct. Mirror the tagging structure of the English document.
- Select **Save As** to save your changes up to this point.

• STEP 4 – VERIFICATION

- Test fillable fields by entering sample information (For fillable forms only)
- Run the **Acrobat Accessibility Checker** again. The document should have only two issues:
Logical Reading Order and **Color Contrast**
- If using CommonLook:
 - Select **Standards > Structural (ISO 32000-1:2008)** and select the **Full** button to begin the check.
 - Select **Standards > Accessibility (WCAG 2.1 AA)** and select the **Full** button to begin the check.
- Correct any errors using Adobe Acrobat (or CommonLook PDF tools – whichever one is available.)
- Save and close the form.

STEP 5 – SUBMIT TO DAT'S DOCUMENT VALIDATION REQUEST LIST

- Documents can only be submitted after they have passed automated and manual tests.

EXHIBIT A-2 WORK PLAN (Standard Agreement)

PART II. FORMATTING STANDARDS FOR ACCESSIBLE NON-ENGLISH PDFS

These are the checkpoints that DAT will be using when validating non-English PDF documents. Vendors can also reference these formatting standards when creating and remediating non-English PDF documents. Adobe Acrobat's Document Properties are listed first. All other topics are listed in alphabetical order.

Adobe Acrobat's Document Properties

The document properties, also referred to as *metadata*, show basic information about the document. The title, author, and subject should be translated to the primary language of the document.

DESCRIPTION TAB

TITLE:

- Include full title of the document, translated into the primary language of the document.
- If the document is a DE form, include the DE number, Rev date, and Rev number. Non-English language documents must include the name of language spelled out in English.
- It is not necessary to designate a language change *within* a metadata title.

AUTHOR:

- Always use the same standard language when translating the Alternate text:
EDD Employment Development Department State of California
- Translate the Author information to the primary language of the document.

KEYWORDS:

- Enter the document title, DE number information, the name of the non-English language, and the author information, in English, separated by semicolons.

Example of non-English language PDF with properly completed Title, Author, and Keywords. Note that the Author name has been translated, and the Keywords contain all the document information in English.

The screenshot shows the 'Document Properties' dialog box with the 'Description' tab selected. The 'File' is 'de573cav.pdf'. The 'Title' field contains 'Trả Lương bằng Tiền Mặt Không Công Khai (DE 573CA/V) Rev. 18 (12-21) (Vietnamese)'. The 'Author' field contains 'Sở Phát triển Việc làm EDD Tiểu bang California'. The 'Subject' field is empty. The 'Keywords' field contains 'Paying Cash Wages Under the Table; (DE 573CA/V) Rev. 18 (12-21) (Vietnamese); EDD Employment Development Department State of California'.

Document Properties					
Description	Security	Fonts	Initial View	Custom	Advanced
Description					
File:	de573cav.pdf				
Title:	Trả Lương bằng Tiền Mặt Không Công Khai (DE 573CA/V) Rev. 18 (12-21) (Vietnamese)				
Author:	Sở Phát triển Việc làm EDD Tiểu bang California				
Subject:					
Keywords:	Paying Cash Wages Under the Table; (DE 573CA/V) Rev. 18 (12-21) (Vietnamese); EDD Employment Development Department State of California				

EXHIBIT A-2 WORK PLAN (Standard Agreement)

INITIAL VIEW TAB

The **Magnification** should be set to **Fit Page**.

ADVANCED TAB

Select the primary language that is used in the document.
(Select the language from the drop-down list or enter the [ISO language code](#).)

Acronyms, Initialisms, and Abbreviations

- Do not use tags to identify acronyms, initialisms, or abbreviations.
 - If an acronym is part of an English language phrase, program, title, or link, it should be included within the tag for that phrase, program, title, or link.
- Do not use Actual text, Alternative text, or Expansion text for acronyms, initialisms, and abbreviations. It is not necessary to do this because Assistive Technology (AT) users are accustomed to the way these items are read.
- It is not necessary to translate Acronyms, Initialisms, or Abbreviations.

ACTUAL TEXT

Actual text can be when it is required for AT to read content in a specific way.

- Use Actual text for things such as equations, special characters, and symbols.
- Do not confuse Actual text for Alternative text.
- Do not put information in both the Actual Text and Alternate text fields.
- The Actual text should be translated to the primary language of the document.

ALTERNATIVE TEXT (ALT TEXT)

Alternative text is used on images, logos, and text hyperlinks. It provides alternate information for the user if they are unable to access the image, logo, or text hyperlink.

- Alt text should be translated to the primary language of the document.
- Alt text should mirror the Alt text on the English version of the document.
- Do not paraphrase, summarize, or create new text.
- Text hyperlinks that that are in English, must have the Alt text in English.
- It is not necessary to designate a language change *within* a block of Alt text or Actual text.

BOOKMARKS

- Bookmarks are required for all documents containing nine or more pages.

EMAIL ADDRESSES

- It is not necessary to translate Email addresses
- Email addresses do not require a language designation.

EXHIBIT A-2 WORK PLAN (Standard Agreement)

- Email addresses can remain in the language of the page.

HEADINGS

- Heading levels should mirror the English version of the document.
- Each document should have only one H1. Please consult the EDD Digital Accessibility Team (DAT) for special situations.
- Headings must appear in sequential order. **Example:** H1 > H2 > H3 > H4 > H5
- Do not skip heading levels. **Example:** H1 > H4 > H5

LANGUAGES

TRANSLATED LANGUAGES

English content should be translated to the primary language of the document whenever there is an equivalent translation. This also applies to any Alt Text, Actual Text, or Tooltips within the document.

- The tagging structure of any translated document should mirror the approved and validated English version of the document.

CHARACTER LANGUAGES

For languages that use characters, use a true character font to create the source document. For all non-English languages, including character languages, use an accessible font.

- Do not use scanned images of text as a substitute for individual lines or paragraphs of text.
- Remove hidden layers or pasteboard items with unnecessary or hidden English language text.

MIXED LANGUAGE DOCUMENTS

The primary language of a PDF must be set in the document properties, also referred to as *metadata*. This is done in the Advanced Tab of the Document Properties. When a document contains a word, link, or phrase in a second language, the second language must be identified.

- Words, paragraphs, or phrases that are not in the primary language must be contained within a separate tag. This may be a , <Link>, <P>, or <Art> tag.
- The language must be designated in the Object Properties for the tag.

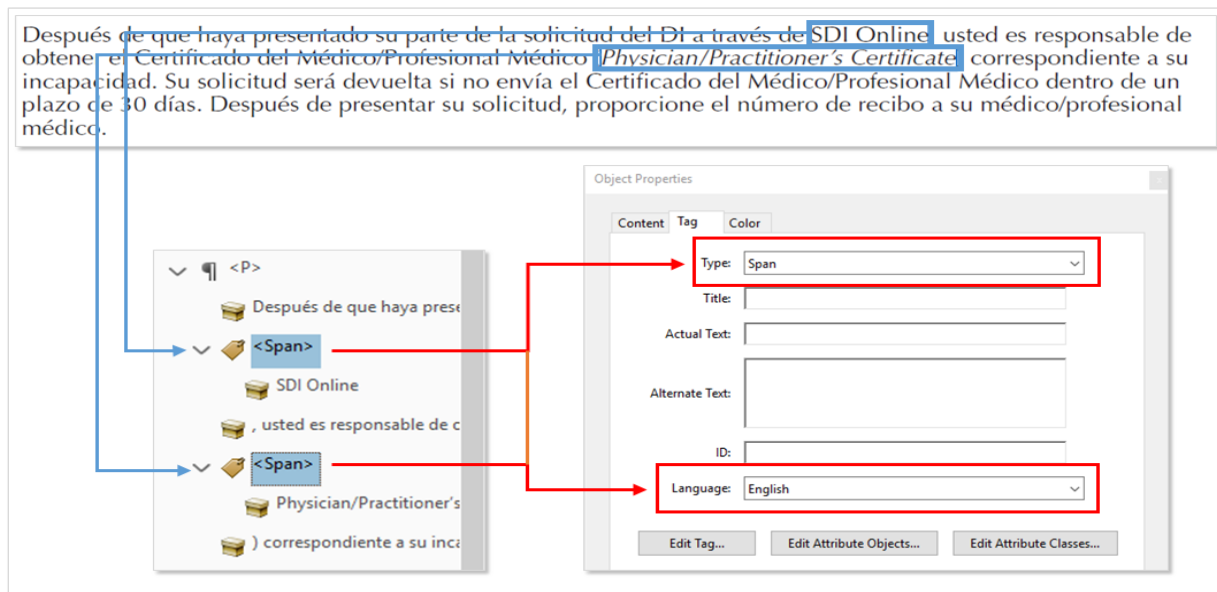
Example 1 – Mixed languages within a single sentence or paragraph.

When a word or phrase of a different language appears within a sentence or paragraph, that word or phrase must have a language designation.

- The word or phrase of the different language must be contained in a separate tag, but within the parent tag. (A tag is commonly used to contain the word or phrase.)
- The language of the word or phrase must be designated in the tag Object Properties.
- Do not change the language setting on the surrounding text or the parent tag.

EXHIBIT A-2 WORK PLAN (Standard Agreement)

Example 1 In a Spanish document, English words are contained in their own tags. Each tag contains the language designation for that word or phrase. (The language setting for the <P> tag does not change.)



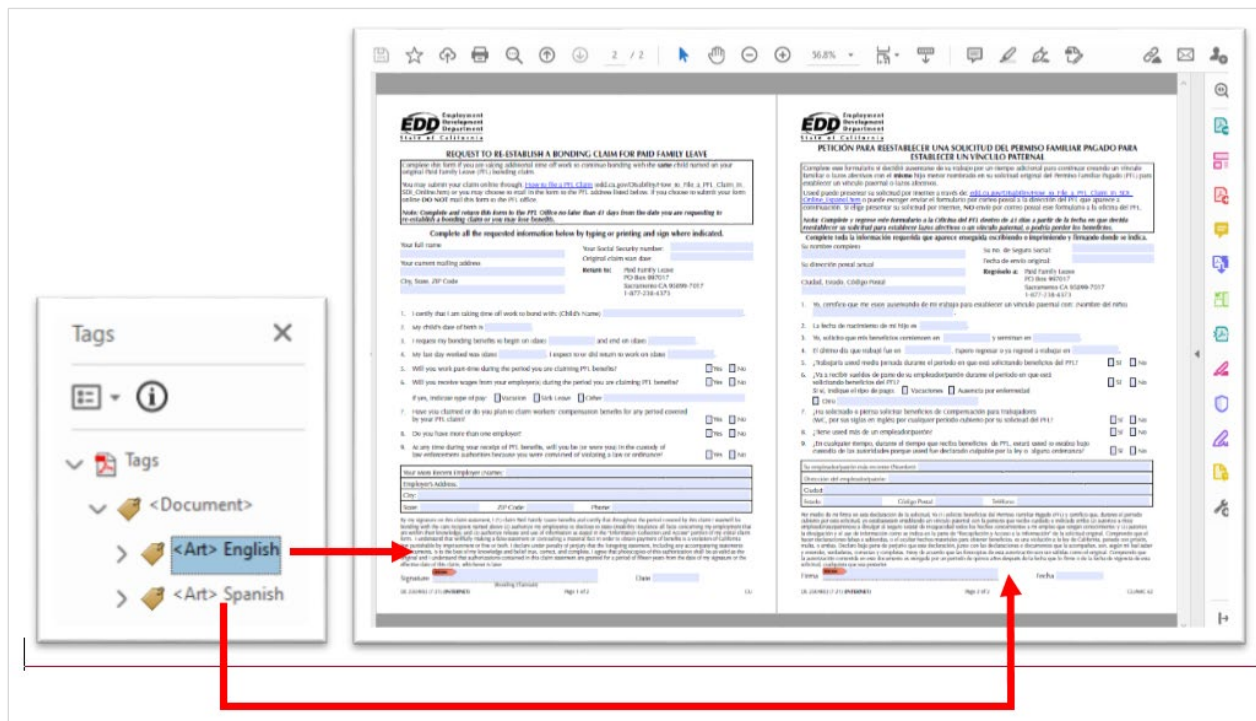
Example 2 – Mixed language pages within one document

If a document contains an entire page of a different language, each page of that language should be contained in a <Art> tag. Each <Art> tag must have the language designation set to the primary language of that page.

- The correct language of the page must be designated in the Object Properties for the <Art> tag. This must be done for each translated page in the document.

EXHIBIT A-2 WORK PLAN (Standard Agreement)

Example 2 Both an English and Spanish page are contained in one <Document> tag. Each page must be in a separate <Art> tag (Article tag). Each <Art> tag must have the language designation set to primary language of that page.



LINKS (HYPERLINKS AND URLS)

When a document contains a text hyperlink in a different language, the hyperlink must have Alt text and a language designation. The language must be designated in the Object Properties for the <Link> tag.

- Only the hyperlink text (usually underlined and/or bold and/or blue) needs to have the language designation.
- The URL (usually follows immediately after the hyperlink) does not need Alt text, or a language designation. URL's can remain in the language of the page.
- Alternate text for the hyperlink must be in the same language as the link.

Links: Example of a Punjabi document with a text hyperlink in English. Only the <Link> tag for the hyperlink requires a language designation. The URL can remain in the primary language of the page.



EXHIBIT A-2 WORK PLAN (Standard Agreement)

LOGOS

EDD LOGO

- The EDD logo should always be the first item read in the document, no matter where it is placed on the page.
- The Alternate Text for the EDD logo should be translated into the primary document language.
- Always use the same standard language when translating the Alternate text:
EDD Employment Development Department State of California Logo

CALIFORNIA STATE SEAL

- The Alternate Text for the State of California logo should be translated into the primary document language.
- Always use the same standard language when translating the Alternate text:
The Great Seal of the State of California Logo

CALIFORNIA PAID FAMILY LEAVE LOGO

- The Alternate text for the California Paid Family Leave logo should be translated into the primary document language.
- Always use the same standard language when translating the Alternate text:
California Paid Family Leave moments matter logo

PAGE FOOTERS

DE FORM NUMBER INFORMATION

This includes the DE form number, Rev Number, Rev date, and any other adjoining text.

- DE form number information should be read by AT. All the DE form number information should be contained within the same <P> tag.
- Do not translate DE form number information.
- DE form number needs to be tagged only on the first page of the document where it appears.
- DE form number information should read where it appears on the page. If the DE number information is located at the bottom of the page, AT should read it last.

PAGE NUMBERS

- Page numbers should be marked as artifacts. Most AT will automatically announce page numbers, so it is not necessary to tag them.

Example of proper tagging for page footers and page numbers.

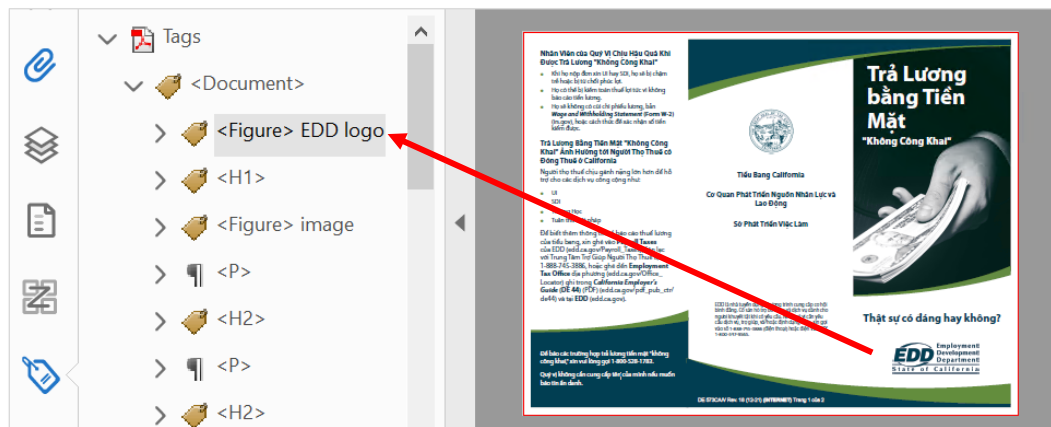
EXHIBIT A-2 WORK PLAN (Standard Agreement)



READING ORDER

- **The EDD logo should always read first, no matter where it is placed on the page.**
- Reading order should mirror the English version of the document.
- AT should read most documents from top to bottom, and left to right, unless otherwise indicated by the Translator.
- AT should read the page in an order that follows the arrangement of visual content.
- AT will read the document based on the tag order in the Adobe Acrobat Tags panel.
- Decorative images, repetitive information, and repetitive images should be artifacts.

Example of correct <Figure> tag position for the EDD logo in the Tags panel.



References, Footnotes, and Endnotes

- Mirror the tagging structure used in the English version of the document.
- Footnotes and endnotes must contain both a <Reference> and <Note> tag.
- EDD uses the standard footnote tagging style for a single footnote number and reference.
(The <Note> tag immediately follows the <Reference> tag.)
 - For multiple references to the same footnote, EDD uses the endnote tagging style.
(The <Note> tag appears at the end of the page content.)

EXHIBIT A-2 WORK PLAN (Standard Agreement)

SPAN TAGS

It is best to use tags only in specific circumstances such as noting when a language changes in a document. For example, EDD uses tags to note an English word or phrase in a Spanish language document. To have a cleanly tagged document, it best to remove any unnecessary tags to reduce the chance of potential errors. Span tags should only be used:

- To change the language setting of a word/words in a sentence (such as an English word in Spanish document).
- If color is the only way that information is being conveyed (such as negative numbers in a table being displayed in red).
- When equations, special characters, or symbols require Actual Text to read correctly.
- To instruct AT to correctly read content in a specific way, such inaccurate OCR content.
- To contain the text of an image or table caption within a <Caption> tag.

TABLES

Tables should be translated into the primary language of the document. The tagging structure and reading order should mirror the English version of the document.

TABLE OF CONTENTS

The Table of Contents tagging structure and reading order should mirror the English version of the document.

PART III. FILLABLE FORMS STANDARDS FOR ACCESSIBLE PDFS

Translated static and fillable forms (also known as dynamic forms) should mirror the English version of the document. Do not paraphrase, summarize, or create new text. **Tooltip language should be translated in the primary language of the document.**

STATIC FORMS

Static Forms may contain lines and check boxes, and look like forms, but they are not fillable. An example of a static form is a SAMPLE form.

- Rules and lines on static forms (used to indicate areas that could be filled-in) should be artifacts.
- Check boxes on static forms should be tagged using the <Figure> tag. The <Figure> tag must have Alt text. The Alt text should indicate "Check box," or "Empty check box."
- All content on the document, including questions, check boxes, and any additional information, must be tagged in the same order as the visual reading order.
- **Tagging structure and content** should mirror the English version of the document.

EXHIBIT A-2 WORK PLAN (Standard Agreement)

FILLABLE FORMS

Content, tagging structure, field formatting, and tooltip language on fillable forms should mirror the English version of the document. These are some of the most basic minimum requirements for fillable forms. For more in depth information on EDD standards for fillable forms, please contact the Contract Monitor.

FORM FIELD FORMATTING

The properties for the fillable form fields should mirror the English version of the document.

APPEARANCE AND FONT

- **Font Size:** Match the font size on the English version of the document whenever possible. If this is not possible, due to the length of the non-English language, please try to stay as close as possible to the original size.
- Do not use the default font size **Auto** in fillable forms.
- Ensure that the **Do Not Scroll Long Text** checkbox is unchecked.

CHECKBOXES AND RADIO BUTTONS:

- Radio buttons should be used when *only one selection* can be made.
- Checkboxes should be used when multiple selections can be made.
- The EDD standard is to format both radio buttons and check boxes with a square shaped box. Properties for the boxes should use the following format settings:
 - Button Style/Check Box Style:** Check
 - Border Color:** black **Fill Color:** none **Line Thickness:** Thin **Line Style:** Solid
 - Font Size:** Select largest font size that will comfortably fit the box. Do not use Auto size.
 - Font:** Adobe Pi (this is the default font for check marks)
- Use the ✓ symbol (check mark) as the selector. Do not use the ✕ symbol. Some cultures and users interpret the “X” as a cancelation mark.

NUMBER FIELDS

Form fields with numbers (like phone numbers, SSN, zip codes) should be formatted to allow numbers only and limit the number of characters entered by the user. This is especially true if the tooltip indicates the number of characters to be entered. Mirror the English version of the document.

- **SSN:** If not using the built-in SSN formatting, the Limit of Characters must be determined in the Text Field Properties. Refer to the Tooltips section for standard tooltip language.
- **Dollar field:** Dollar amounts should align to the right. Use the standard comma separator style.
- **Dates:** Use the Date format of mm/dd/yyyy. The automatic date picker format can be used, however this function does not perform equally across all browsers and interfaces. If the date picker does not function, users must be told what format to enter the date. Because of this, the Standard Tooltip language must be included. (This can be added to the tooltip as a second sentence.) **Enter the date as a two digit month / two digit day / four digit year.**

EXHIBIT A-2 WORK PLAN (Standard Agreement)

TOOLTIP STANDARD LANGUAGE

Tooltip language should be translated into the primary language of the document and should mirror the English version.

- **Date Fields:** Use the Standard Tooltip language, translated into the primary language of the document: **Enter the date as a two digit month / two digit day / four digit year.**
- **Tables:** Do not try to paraphrase or reword the content. To create a tooltip, copy the table header text for the column. Add column information and additional instruction as needed to ensure correct user input.
- **Large Text Fields:** The tooltip should include the approximate character limit or word limit allowed in the field. Example: “Explain why you’re appealing your claim decision. Limit approximately 200 words.” or “Reason for Filing Claim. Limit approximately 75 characters.”
- **Check boxes:** Each check box will have its own unique tooltip.
- **Radio buttons:** Each radio button in a group will have the same tooltip but will have different values.

Creating and Formatting Accessible PDFs

Version 2.0

This document is a guide for creating accessible non-English PDF documents using Adobe Acrobat. It contains both a document creation checklist and a formatting standards section.

Part I of this document contains a **suggested** Checklist for Creating Accessible Non-English PDFs, but you may use another method if you desire.

Part II of this document should be used as a **quick accessibility reference** for formatting PDFs. It contains the updated standards that are used by EDD when validating non-English PDF documents.

PART I. CHECKLIST FOR CREATING ACCESSIBLE PDFS

ADOBE ACROBAT

STEP 1 - SETTING UP THE ACCESSIBLE PDF

- Open the PDF file
- Select **File > Properties** to verify metadata
 - **Description tab.** The title, author, subject, and keywords of the document.
 - **Title:** Full title of the document including DE number, Rev. number, and Rev. date.
 - **Author:** **EDD Employment Development Department State of California**
 - **Keywords:** (Optional for English-only PDFs.) Enter the title, DE number, and author.
 - **Initial View tab.** Magnification = Fit Page
 - **Advanced tab.** Language = select the primary language of the document.
- In **Page Thumbnails** (on the left), select all the document pages and right-click.

EXHIBIT A-2
WORK PLAN
(Standard Agreement)

- Select **Page Properties** > **Use Document Structure**
- Run the **Acrobat Accessibility Checker**. The document should have only two issues: **Logical Reading Order** and **Color Contrast**
- Select **Save As** to save your work up to this point.

STEP 2 - FORM FIELD FORMATTING (FILLABLE FORMS ONLY)

- Apply property settings to each field in the document.
- Select **Save As** to save your work up to this point.

STEP 3 - CLEANING UP TAGS

(CAN BE DONE IN ACROBAT OR COMMONLOOK. YOU MAY USE BOTH PROGRAMS)

- Verify that the tagging structure starts with a <Document> tag. All other tags should be children of the <Document> tag.
- View the reading order to see what tags are on the document and verify they are correct.
- Select **Save As** to save your changes up to this point.

- STEP 4 – VERIFICATION

- Test fillable fields by entering sample information (For fillable forms only)
- Run the **Acrobat Accessibility Checker** again. The document should have only two issues: **Logical Reading Order** and **Color Contrast**
- If using CommonLook:
 - Select **Standards > Structural (ISO 32000-1:2008)** and select the **Full** button to begin the check.
 - Select **Standards > Accessibility (WCAG 2.1 AA)** and select the **Full** button to begin the check.
- Correct any errors using Adobe Acrobat (or CommonLook PDF tools – whichever one is available.)
- Save and close the form.

STEP 5 – SUBMIT TO DAT’S DOCUMENT VALIDATION REQUEST LIST

- Documents can only be submitted after they have passed automated and manual tests.

PART II. FORMATTING STANDARDS FOR ACCESSIBLE PDFS

These are the checkpoints that DAT will be using when validating non-English PDF documents. Vendors can also reference these formatting standards when creating and remediating PDF documents. Adobe Acrobat's Document Properties are listed first. All other topics are listed in alphabetical order.

**EXHIBIT A-2
WORK PLAN
(Standard Agreement)**

Adobe Acrobat's Document Properties

The document properties, also referred to as *metadata*, show basic information about the document.

DESCRIPTION TAB

TITLE:

- Include full title of the document.
- If the document is a DE form, include the DE number, Rev date, and Rev number.

AUTHOR:

- Always use the same standard language for the Author:
EDD Employment Development Department State of California

KEYWORDS:

- (Optional for English-only PDFs.) Enter the title, DE number, and author separated by semicolons.

Example of PDF Document Properties with properly completed Title and Author. (Keywords are optional on English-only documents.)

The screenshot shows the 'Document Properties' dialog box with the 'Description' tab selected. The 'File' field displays 'de231pf.pdf'. The 'Title' field contains 'Contracts for Professional Services (DE 231PF) Rev. (2-22)'. The 'Author' field contains 'EDD Employment Development Department State Of California'. The 'Subject' and 'Keywords' fields are empty.

Document Properties					
Description	Security	Fonts	Initial View	Custom	Advanced
Description					
File:	de231pf.pdf				
Title:	Contracts for Professional Services (DE 231PF) Rev. (2-22)				
Author:	EDD Employment Development Department State Of California				
Subject:					
Keywords:					

INITIAL VIEW TAB

The **Magnification** should be set to **Fit Page**.

ADVANCED TAB

Select the primary language that is used in the document.

(Select the language from the drop-down list or enter the [ISO language code](#).)

EXHIBIT A-2 WORK PLAN (Standard Agreement)

Acronyms, Initialisms, and Abbreviations,

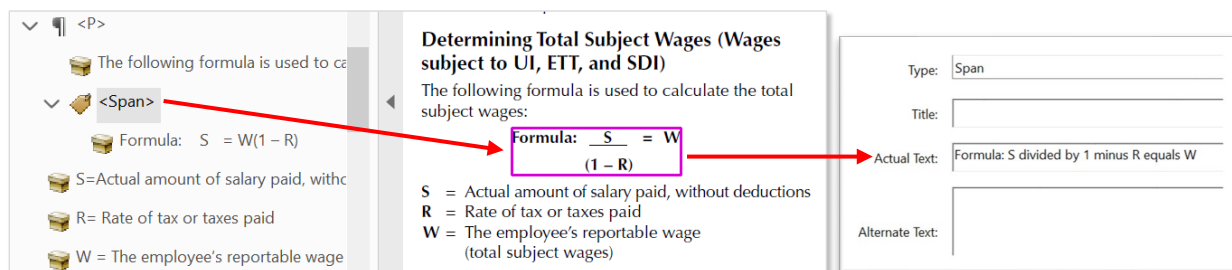
- Do not use tags to identify acronyms, initialisms, or abbreviations.
- Do not use Actual text, Alternative text, or Expansion text for acronyms, initialisms, and abbreviations. It is not necessary to do this because Assistive Technology (AT) users are accustomed to the way these items are read.
 - Do not add periods in Alt text to force AT to pause between letters. For example: Do not enter “EDD” as “E. D. D.”

ACTUAL TEXT

Actual text can be used when it is required for AT to read content in a specific way.

- Use Actual text for things such as equations, special characters, and symbols.
- Do not confuse Actual text for Alternative text.
- Do not put information in both the Actual text and Alternate text fields.

Example of tag used to instruct AT how to properly read a complicated equation with mathematical symbols. The tag has Actual text that describes the equation. Notice that Alternate Text is not used.



ALTERNATIVE TEXT (ALT TEXT)

Alternative text is used on images, logos, and text hyperlinks. It provides alternate information for the user if they are unable to access the image, logo, or text hyperlink.

- Alt text should accurately and concisely describe the image, figure, logo, or text hyperlink it represents. It should not be longer than a newspaper headline.
- Do not use “graphic of” or “image of” in the description.
- Alt text should be translated to the primary language of the document.
- Do not use Alt text to force AT to read content in a particular way.

BOOKMARKS

- Bookmarks are required for all documents containing nine or more pages.

EXHIBIT A-2 WORK PLAN (Standard Agreement)

COMPLEX IMAGES

Complex images can be things like pie charts, flow charts, graphs, maps, etc. These are images of information that cannot be easily summed up with a brief description in Alternate text.

- Try to avoid using complex images to convey content.
- Consider providing the information in a table format if possible.
- If you must include a complex image, provide an alternate version in plain text language.

DECORATIVE IMAGES AND DECORATIVE TEXT

Decorative text and images are items that, by themselves, do not convey any relevant information or serve any purpose. Examples include decorative accents, repetitive images or text, and artwork or designs used in the page header.

- Decorative text and images should be made into Artifacts, so they are not read by AT.

HEADINGS

Headings are titles that precede a section of information and are used to improve a document's structure for enhanced readability by AT.

- Each document should have only one H1. Please consult the EDD Digital Accessibility Team (DAT) for special situations.
- Headings must appear in sequential order. **Example:** H1 > H2 > H3 > H4 > H5
- Do not skip heading levels. **Example:** H1 > H4 > H5

LINKS (HYPERLINKS AND URLS)

When a document contains a text hyperlink, the hyperlink must have Alt text.

- Only the hyperlink text (usually underlined and/or bold and/or blue) needs to have Alt text.
- The URL (usually follows immediately after the hyperlink) does not need Alt text.

Links: Only the text hyperlink requires Alt text. The URL does not require Alt text.

website at [CalJOBS](#) (caljobs.ca.gov) for more |

The text hyperlink must have
Alternative text.

The URL does not need Alternative text.

EXHIBIT A-2 WORK PLAN (Standard Agreement)

LOGOS

EDD LOGO

- The EDD logo should always be the first item read in the document, no matter where it is placed on the page.
- Always use the same standard language for the Alternate text:
EDD Employment Development Department State of California Logo

CALIFORNIA STATE SEAL

- Always use the same standard language for the Alternate text:
The Great Seal of the State of California Logo

CALIFORNIA PAID FAMILY LEAVE LOGO

- Always use the same standard language for the Alternate text:
California Paid Family Leave moments matter logo

PAGE FOOTERS

DE FORM NUMBER INFORMATION

This includes the DE form number, Rev Number, Rev date, and any other adjoining text.

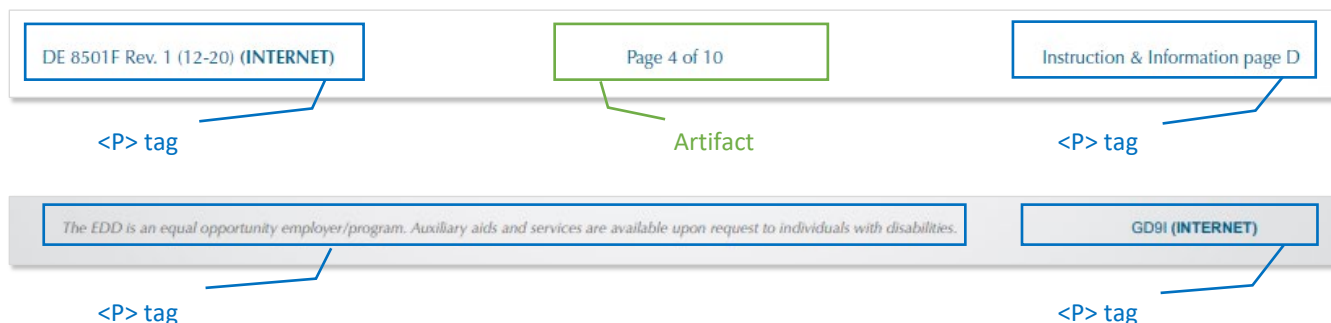
- DE form number information should be read by AT. All the DE form number information should be contained within the same <P> tag.
- Do not translate DE form number information.
- DE form number needs to be tagged only on the first page of the document where it appears.
- DE form number information should read where it appears on the page. If the DE number information is located at the bottom of the page, AT should read it last.

EXHIBIT A-2 WORK PLAN (Standard Agreement)

PAGE NUMBERS

- Page numbers should be marked as artifacts. Most AT will automatically announce page numbers, so it is not necessary to tag them.

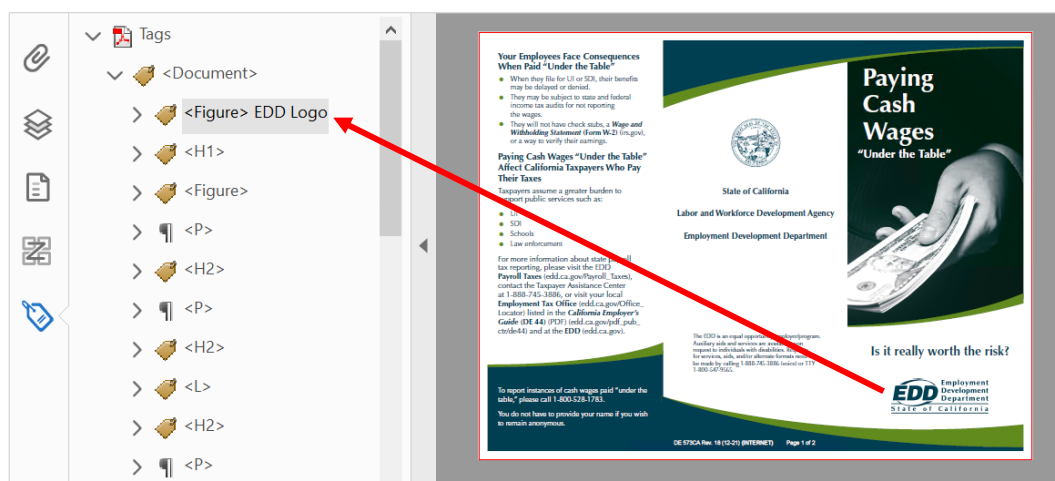
Example of proper tagging for page footers and page numbers.



READING ORDER

- The EDD logo should always read first, no matter where it is placed on the page.**
- AT should read most documents from top to bottom, and left to right.
- AT should read the page in an order that follows the arrangement of visual content.
- AT will read the document based on the tag order in the Adobe Acrobat Tags panel.
- Decorative images, repetitive information, and repetitive images should be artifacts.

Example of correct <Figure> tag position for the EDD logo as shown in the Tags panel.



References, Footnotes, and Endnotes

EXHIBIT A-2 WORK PLAN (Standard Agreement)

- Footnotes and endnotes must contain both a <Reference> tag and a <Note> tag.
- EDD uses the standard footnote tagging style for a single footnote number and reference.
(The <Note> tag immediately follows the <Reference> tag.)
 - For multiple references to the same footnote, EDD uses the endnote tagging style.
(The <Note> tag appears at the end of the page content.)

Example of proper tag structure for a reference and footnote. Notice that both the <Reference> and <Note> tag are contained within the same <P> tag.

The screenshot shows a document editor interface. On the left, a tree view displays the document structure with XML tags: <H1>, <P>, <Reference>, <Note>, <Lbl>, and another <Note>. Red arrows point from the <Reference> and <Note> tags in the tree to the corresponding parts of the rendered text on the right. The rendered text is titled "Social Security/Medicare/State Disability Taxes Paid by an Employer" and contains a paragraph about employer taxes. A footnote at the bottom of the page reads: "*Includes Paid Family Leave (PFL)."

Restricted, "Office Use Only," and "Staff Use Only" areas on documents

This information must be tagged and readable by AT. This is because there may be EDD staff using AT to access the document.

- Tag as you would any other part of the document. (This could be a paragraph, heading, or other tag depending on the layout of the document.)
- Include and tag any other text that may be in this restricted area.

SPAN TAGS

It is best to use tags sparingly and only in specific circumstances. To have a cleanly tagged document, it is best to remove any unnecessary tags to reduce the chance of potential errors. Span tags should only be used:

- To change the language setting of a word/words in a sentence (such as an English word in a Spanish document).
- If color is the only way that information is being conveyed (such as negative numbers in a table being displayed in red).

EXHIBIT A-2 WORK PLAN (Standard Agreement)

- When equations, special characters, or symbols require Actual Text to read correctly.
- To instruct AT to correctly read content in a specific way, such as inaccurate OCR content.
- To contain the text of an image or table caption within a <Caption> tag.

Example of tag used to indicate English word in a Russian document.

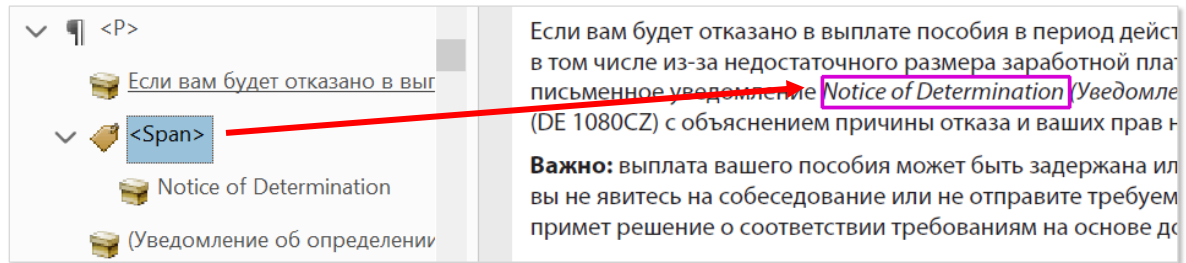
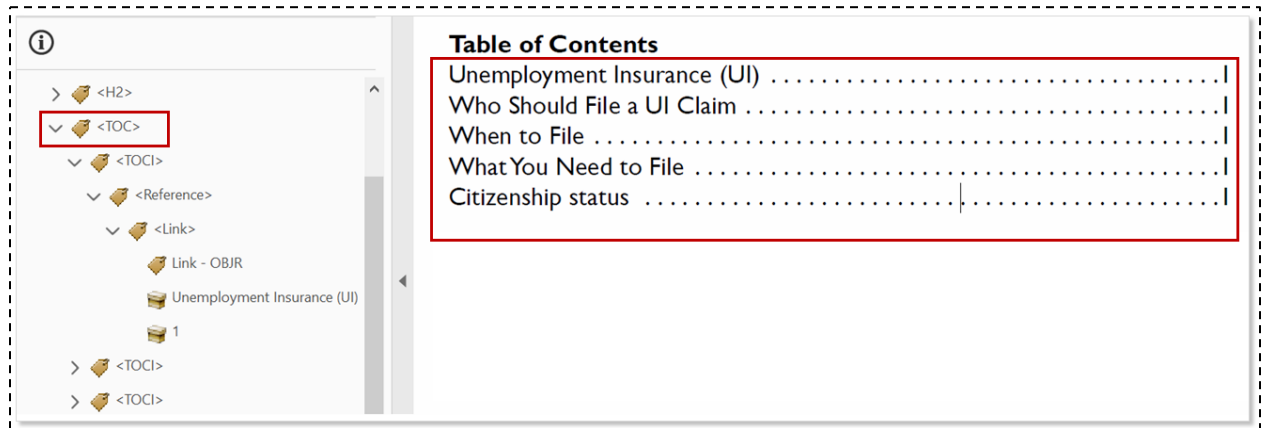


TABLE OF CONTENTS

A Table of Contents must be tagged correctly to be read by AT and have usable, clickable page links.

- All Table of Contents entries must be contained within one <TOC> tag.
- The <TOC> should contain one <TOCI> tag for each entry or page reference.
 - Each <TOCI> item should have a page number <Reference> tag and <Link> tag.
(Every <Link> tag must have Alt Text.)

All the Table of Contents entries are contained within one <TOC> tag.



The <TOCI> tag contains a page number <Reference> tag, and active <Link> tag. The <Link> tag must have Alt Text.

(Standard Agreement)

Unemployment Insurance (UI)	
Who Should File a UI Claim	
When to File	
What You Need to File	
Citizenship status	

TABLES

LAYOUT TABLES

Layout Tables (also called Presentation Tables) are used to position elements in a document. They may have lines, shading, and text, but there are no row and/or column headers to define data, and no implied relationship between any of the elements in the grid. Although it may have the look of a table, it is just a grid system used for layout purposes. These should be tagged using standard heading and paragraph tagging. Do not tag these as tables.

Layout Table: Example of a layout table using lines and grids to create a visually pleasing layout. It should be tagged using heading and paragraph tags. (Although this looks like a table, there are no column headings, or relationships between the elements.)

☐ Legal Office

EXHIBIT A-2 WORK PLAN (Standard Agreement)

DATA TABLES

Data tables show the relationship between two or more items, in rows and columns. A data table should always have clearly defined column and row headers and use the table tagging structure.

- Data tables must have header rows and data rows.
- For tables that span multiple pages, it is not necessary to repeat the header tags on each page.
- Avoid creating complex tables and multiple heading rows. It is better to divide complex information into two or more separate simplified tables.
- Data tables can have a Caption (title) and <Caption> tag, but it is not required.

Data Table: Example of a data table. It should be tagged using the <Table> tagging structure. Each column of information has a heading. The information in the cells must relate back to the column headings to have meaning for the user.

California Taxes	Unemployment Insurance	Employment Training Tax	State Disability Insurance	Personal Income Tax (State Income Tax)
Who Pays	Employer	Employer	Employee	Employee
Rate	3.4% ¹	0.1%	1.1%	Use Tables ²
Wage Limit	\$7,000	\$7,000	\$145,600	None

Tables must follow a specific tagging structure to be correctly read by AT. Every data table <Table> must have table rows tags <TR>, table header tags <TH>, and table data tags <TD>.

- The <Table> tag is the parent tag which contains all the table row <TR> tags.
- Each table row <TR> contains either table heading <TH> tags or table data <TD> tags.

Example of correctly tagged data table. Notice the nesting of the <Table>, <TR>, <TH> and <TD> tags. The TH tags contain the column header information. The TD tags contain the information within the table cells.

Amount of Wages	Amount
4,784.01 – 4,810.00	185
4,810.01 – 4,836.00	186
4,836.01 – 4,862.00	187
4,862.01 – 4,888.00	188
4,888.01 – 4,914.00	189
4,914.01 – 4,940.00	190

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS
(Standard Agreement)

I. INVOICING AND PAYMENT

A. In consideration of satisfactory services performed, the EDD agrees to pay the translation cost per English word with and without ADA remediation as indicated in the Exhibit B-1, Cost Table. The total amount of this Contract shall not exceed _____ (\$ _____).

B. The invoices must reference the following:

- The EDD Contract Number **M132324-7100**
- Identifies services provided, service period, unit price (i.e. hourly, monthly), and quantity applicable to the service
- Accurate billing address as stated on the purchase order or contract
- Supplier invoice date
- Company name and remittance address

The invoice, in triplicate, in arrears shall be forwarded to the address shown below:

Employment Development Department
P.O. Box 826880, MIC 49-A
Sacramento, CA 95814
Attn: Aleli De Asis
Email: Aleli.DeAsis@edd.ca.gov

II. BUDGET CONTINGENCY CLAUSE

It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional and legislative appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made. This Agreement is valid and enforceable only if (1) sufficient funds are made available by the State Budget Act of the appropriate State Fiscal Year(s) covered by this Agreement for the purposes of this program; and (2) sufficient funds are made available to the State by the United States Government or by the State of California for the Fiscal Year(s) covered by this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations or conditions established by the United States Government and/or the State of California, or any statute enacted by the Congress and Legislature, which may affect the provisions, terms or funding of the Agreement in any manner.

The parties mutually agree that if the Congress and/or Legislature does not appropriate sufficient funds for the program, this agreement shall be amended to reflect any reduction in funds.

The EDD has the option to terminate the Agreement under the 30-day termination clause or to amend the Agreement to reflect any reduction of funds.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS
(Standard Agreement)

III. CALIFORNIA PROMPT PAYMENT CLAUSE

Payment will be made in accordance with, and within the time specified in, Government Code section 927, et seq.

**EXHIBIT B-1
COST TABLE
(Standard Agreement)**

[The Contractor's Cost Table will be inserted here and incorporated as part of the Contract.]

EXHIBIT D
SPECIAL TERMS AND CONDITIONS
(Standard Agreement)

1. **Workforce Innovation and Opportunity Act (WIOA)**

The Contractor agrees to conform to nondiscrimination provisions of the Workforce Innovation and Opportunity Act (WIOA) and other federal nondiscrimination requirements as referenced in 29 C.F.R. parts 37 and 38.

2. **Termination Clause**

This Agreement may be terminated by the EDD by giving written notice 30 days prior to the effective date of such termination.

3. **Force Majeure**

Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by "Force Majeure." As used in this section, "Force Majeure" is defined as follows: Acts of war and acts of god such as earthquakes, floods and other natural disasters such that performance is impossible.

4. **Settlement of Disputes**

Any dispute concerning a question of fact arising under the term of this Agreement which is not disposed of within a reasonable period of time (ten days) by the Contractor and the EDD employees normally responsible for the administration of this Contract shall be brought to the attention of the Chief Executive Officer (or designated representative) of each organization for joint resolution.

5. **Inspection of Services**

All services shall be subject to inspection by the EDD Representative at any and all times during the performance thereof and at the completion of the work. If the EDD Representative determines that the services or materials furnished are not in accordance with the terms and conditions described herein, the EDD Representative may at his/her option have the work performed by others charging the Contractor with any cost occasioned thereby.

6. **Liability of Contractor**

All work performed under this Agreement shall be at the risk of the Contractor until fully accepted by the EDD Representative. Until final acceptance of the work, the Contractor shall have the charge, care, and sole responsibility of the work, and shall bear the risk of injury or damage to any part thereof by the action of the elements or any cause whether arising from execution or non-execution of the work. The Contractor shall bear all expense to restore damages occasioned by any of the above actions resulting from the injuries or damages sustained or arising from the construction of this work or the consequences thereof. The EDD may retain so much of the money due the Contractor as shall be considered necessary until final disposition has been made of such suits or claims to protect persons and property from injury or damage and shall be responsible for any injury or damage incurred. The EDD assumes no liability for the Contractor's equipment or material.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS
(Standard Agreement)

7. Acceptance of Work

No payment shall become due until final inspection and **acceptance is made by the EDD**. If required, the Contractor shall furnish to the EDD an affidavit showing full payment has been made by the Contractor for all labor and materials required by this Agreement.

8. Guarantees

Unless previously agreed upon a "PER TASK/WORK ORDER" basis or in specific guarantees required elsewhere in this Agreement, the Contractor shall warranty the work in general for one (1) year from the date of acceptance.

9. Correction of Work

Prior to final payment, work that does not comply with the requirements of the Agreement, either specified in writing, or by oral agreement, must be promptly replaced by the Contractor at his/her own expense with work that does comply. In making such replacement, the Contractor shall bear all expenses involved in making good all damages or destruction caused to the work of other contractors.

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

EXHIBIT E
(Standard Agreement)

PROTECTION OF CONFIDENTIALITY

Federal and state confidentiality laws, regulations, and administrative policies classify all the Employment Development Department (EDD) information provided under this Agreement as confidential. The federal and state laws prohibit disclosure of the EDD's confidential information to the public and mandate its protection against loss and against unauthorized access, use, disclosure, modification, or destruction.

The EDD Data Recipient must therefore, agree to the following security and confidentiality requirements:

I. ADMINISTRATIVE SAFEGUARDS

- a. Adopt policies and procedures to ensure use of the EDD's confidential information solely for purposes specifically authorized under this Agreement that meet the requirements of section §603.10, Title 20 of the Code of Federal Regulations.
- b. Warrant 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. In the event of a breach or violation of this warranty, the EDD shall have the right to annul this Agreement without liability, in addition to other remedies provided by law.
- c. Warrant and certify that in the performance of this Agreement, the EDD Data Recipient will comply with all applicable statutes, rules and/or regulations, and Agreement information security requirements, including but not limited to the following:
 - **California Unemployment Insurance Code §1094** (Disclosure Prohibitions)
 - **California Unemployment Insurance Code §2111, §2112, and §2122**
 - **Title 20, Code of Federal Regulations §603.9 and §603.10** (Federal Unemployment Compensation Safeguards and Security Requirements)
 - **California Civil Code §1798, et seq.** (Information Practices Act)
 - **California Penal Code §502** (Computer Fraud Act)
 - **Title 5, U.S. Code §552a** (Federal Privacy Act Disclosure Restrictions)
 - **Title 42, U.S. Code §503** (Social Security Act)
 - **Title 18, U.S. Code §1905** (Disclosure of Confidential Information)
- d. Pursuant to section 5305.8 of the State Administrative Manual, the EDD Data Recipient shall be responsible for all costs incurred by the EDD due to security incident resulting from the EDD Data Recipient's failure to perform or negligent acts of its personnel, and resulting in an unauthorized disclosure, release, access, review, or destruction, or loss, theft, or misuse of an information asset. If the EDD Data Recipient experiences a loss or breach of data, the EDD Data Recipient shall immediately report the loss or breach to the EDD. If the EDD determines that notice to the individuals whose data has been lost or breached is appropriate, the EDD Data Recipient will bear any, and all costs associated with the notice, or any mitigation selected by the EDD. These costs include, but are not limited to, staff time, material costs, postage, media announcements, and other identifiable costs associated with the breach or loss of data.
- e. Protect the EDD's information against unauthorized access, at all times, in all forms of media. Access and use the information obtained under this Agreement only to the extent necessary to assist in the valid administrative needs of the program receiving such information, and only for the purposes defined in this Agreement.
- f. Keep all the EDD's confidential information completely confidential. Make this information available to authorized personnel on a "need-to-know" basis, and only for the purposes authorized under this Agreement. "Need-to-know" refers to those authorized personnel who need information to perform their official duties in connection with the use of the information authorized by this Agreement.

EXHIBIT E
(Standard Agreement)

- g. Immediately upon discovery, notify the EDD Cybersecurity Division at InformationSecurityOffice@edd.ca.gov and the EDD Contract Monitor at aleli.deasis@edd.ca.gov, that there may have been a breach in security which has or may have resulted in the disclosure of confidential information. For purposes of this section, immediately is defined within 24 hours of discovery of the breach.

The notification must include a detailed description of the incident (such as time, date, location, and circumstances) and identify the EDD Data Recipient personnel responsible (name, title and contact information) for handling breach disclosures. **Please do not include any confidential information in the notification.**

- h. The EDD shall maintain the right to participate in the investigation of a security incident involving its data or conduct its own independent investigation. The EDD Data Recipient shall cooperate fully in such investigations.

II. MANAGEMENT SAFEGUARDS

- a. Acknowledge that the confidential information obtained by the EDD Data Recipient under this Agreement remains the property of the EDD.
- b. Instruct all personnel assigned to work with the information provided under this Agreement regarding the following:
- Confidential nature of the EDD information.
 - Requirements of this Agreement.
 - Sanctions specified in federal and state unemployment compensation laws and any other relevant statutes against unauthorized disclosure of confidential information provided by the EDD.
- c. Require that all personnel assigned to work with the information provided by the EDD complete the EDD Vendor/Contractor Confidentiality Statement (Attachment E-1) annually as required by Statewide Information Management Manual ([SIMM 5305-A](#)).
- d. Permit the EDD to make on-site inspections to ensure that the terms of this Agreement are being met. Make available to the EDD staff, on request and during on-site reviews, copies of the EDD
- e. Vendor/Contractor Confidentiality Statement (Attachment E-1) completed by personnel assigned to work with the EDD's confidential information, and hereby made a part of this Agreement.
- f. Maintain a system of records sufficient to allow an audit of compliance with the requirements under subsection (e) of this part. Permit the EDD to make on-site inspections to ensure that the requirements of federal and state privacy, confidentiality and unemployment compensation statutes and regulations are being met including but not limited to [§1137\(a\)\(5\)\(B\) of the Social Security Act](#).

III. USAGE, DUPLICATION, AND REDISCLOSURE SAFEGUARDS

- a. Use the EDD's confidential information only for purposes specifically authorized under this Agreement. The information is not admissible as evidence in any action or special proceeding except as provided under section 1094(b) of the UIC. Section §1095(u) of the UIC does not authorize the use of the EDD's confidential information by any private collection agency.
- b. Extraction or use of the EDD information for any purpose outside the purposes stated in this Agreement is strictly prohibited. The information obtained under this Agreement shall not be reproduced, published, sold, or released in original or any other form not specifically authorized under this Agreement.

EXHIBIT E
(Standard Agreement)

- c. Disclosure of any of the EDD information to any person or entity not specifically authorized in this Agreement is strictly prohibited. Personnel assigned to work with the EDD's confidential information shall not reveal or divulge to any person or entity any of the confidential information provided under this Agreement except as authorized or required by law. The EDD Data Recipient shall immediately notify and work cooperatively with the EDD to respond timely and correctly to public records act requests that it receives related to information obtained under this Agreement. Access to public records is governed by the California Public Records Act, Government Code §7920-7931.

IV. PHYSICAL SAFEGUARDS

- a. Take precautions to ensure that only authorized personnel are given access to physical, electronic and on-line files. Store electronic and hard copy information in a place physically secure from access by unauthorized persons. Process and store information in electronic format, such as magnetic tapes or discs, in such a way that unauthorized persons cannot retrieve the information by means of computer, remote terminal, or other means.
- b. Secure and maintain any computer systems (network, hardware, and software applications) that will be used in the performance of this Agreement. This includes ensuring that all security patches, upgrades, and anti-virus updates are applied as appropriate to secure data that may be used, transmitted, or stored on such systems in the performance of this Agreement.
- c. Store all the EDD's confidential documents in a physically secure manner at all times to prevent unauthorized access.
- d. Store the EDD's confidential electronic records in a secure central computer facility. Where in-use on a shared computer system or any shared data storage system, ensure appropriate information security protections are in place. The EDD Data Recipient shall ensure that appropriate security access controls, storage protections and use restrictions are in place to keep the confidential information in the strictest confidence and shall make the information available to its own personnel on a "need-to-know" basis only.
- e. Store the EDD's confidential information in encrypted format when recorded on removable electronic storage media, or on mobile computing devices such as a laptop computer.
- f. Maintain an audit trail and record data access of authorized users and authorization level of access granted to the EDD's data, based on job function.
- g. Direct all personnel permitted to use the EDD's data to avoid leaving the data displayed on their computer screens where unauthorized users may view it. Personnel should retrieve computer printouts as soon as they are generated so that the EDD's data is not left unattended in printers where unauthorized personnel may access them.
- h. Dispose of confidential information obtained from the EDD, and any copies thereof made by the EDD Data Recipient, after the purpose for which the confidential information is disclosed is served. Disposal means return of the confidential information to the EDD or destruction of the information utilizing an approved method of confidential destruction, which includes electronic deletion (following [National Institute of Standards and Technology \(NIST\) Special Publication 800-88](#)) shredding, burning, or certified or witnessed destruction.
- i. Certify the disposal of the EDD confidential information on the Data Destruction Certification (Exhibit E-3). The Data Destruction Certification shall be submitted to the EDD Contract Monitor annually, beginning one year from the start date of the agreement. The EDD Data Recipient shall destroy the information in accordance with the retention schedule listed in the Scope of Work / Contract Term (Exhibit A).

**ATTACHMENT E-1
(Standard Agreement)****VENDOR/CONTRACTOR CONFIDENTIALITY STATEMENT**

Information resources maintained by the State of California Employment Development Department (EDD) and provided to you may be confidential or sensitive. Confidential and sensitive information are not open to the public and require special precautions to protect it from wrongful access, use, disclosure, modification, and destruction. The EDD strictly enforces information security. If you violate these provisions, you may be subject to administrative, civil, and/or criminal action.

I, _____ an employee of _____
PRINT YOUR NAME PRINT YOUR EMPLOYER'S NAME

hereby acknowledge that the confidential and/or sensitive records of the Employment Development Department are subject to strict confidentiality requirements imposed by state and federal law including, but not limited to, Unemployment Insurance Code (UIC) §§ 1094, 2111 and 2714; California Civil Code (CC) § 1798 et seq.; California Penal Code (PC) § 502; 5 United States Code (U.S.C.) § 552a; 18 U.S.C. § 1905; and 20 Code of Federal Regulations (C.F.R.) § 603 et seq.

- I acknowledge that the Contract's Confidentiality and Data Security Monitor has reviewed with me the confidentiality and security requirements, policies, and administrative processes of both my organization and the Employment Development Department (EDD). I further recognize my obligation under Statewide Information Management Manual (SIMM) 5305-A to review and sign these confidentiality and security requirements on an annual basis.
- I acknowledge responsibility for knowing the classification of the EDD information I work with and agree to refer questions about the classification of the EDD information (public, sensitive, confidential, Federal Tax Information) to the Contract's Data Security Monitor.
- I acknowledge privacy, confidentiality, and data security laws apply to the EDD information I have been granted access to by my employer, including, but not limited to, UIC §§ 1094, 2111, and 2714; Government Code § 15619; CC § 1798.53; and PC § 502.
- I acknowledge that wrongful access, inspection, use, modification, or disclosure of confidential information may be punishable as a crime and/or result in civil action taken against me, and/or fines and penalties resulting from criminal prosecution or civil lawsuits, and/or termination of contract.
- I acknowledge that wrongful access, inspection, use, modification, or disclosure of confidential information for personal gain, curiosity, or any non-business related reason is a crime under state and federal laws.
- I acknowledge that wrongful access, inspection, use, modification, or disclosure of confidential information is grounds for immediate termination of my employer's Contract with the EDD.
- I acknowledge that I understand the penalty provisions of Internal Revenue Code (26 U.S.C. §§ 7431, 7213, and 7213A).
- I acknowledge that upon discovering a possible improper inspection or disclosure of Federal Tax Information (FTI), including breaches and security incidents, I must follow the proper incident reporting requirements issued by the EDD. If I think there is a mishandling of information I will contact my EDD contract monitor and contact the EDD Cybersecurity Division to ensure the Office of Safeguards and the Treasury Inspector General for Tax Administration are notified of a possible issue involving FTI.
- I hereby agree to protect the EDD's information on either paper or electronic form in the following ways:
 - Access, inspect, use, disclose, modify, remove or destroy information only for the purpose of performing official duties
 - Never access, inspect, use, disclose, modify, remove, or destroy information for curiosity, personal gain, or any non-EDD and/or my organization's business related reason
 - Never post the EDD and/or other agency/entity confidential and proprietary information to social media, networking or other public websites
 - Secure confidential information in approved locations and destroy confidential information by approved methods
 - Never use personal devices, including but not limited to, laptops, cameras, video recorders, portable electronic devices containing cameras such as, iPads, tablets and mobile smartphones, in the workplace to capture or record confidential information, including that which appears in the background in work areas
 - Only use authorized state business devices to capture or record confidential information when there is a business need and meets the EDD's guidelines
 - Never remove personal, sensitive, or confidential information from my work site without authorization
 - Follow encryption requirements for all personal, sensitive, or confidential information in any portable device or media.

CERTIFICATION

I expressly consent to the monitoring of my access to computer-based sensitive, personal, or confidential information by the Franchise Tax Board, the Employment Development Department, the California Department of Tax and Fee Administration, the Department of Motor Vehicles, the Board of Equalization, and any other State agency designated by them.

My signature verifies that I read and agree to comply with the state and federal laws listed on this form. I further understand that failure to comply with these laws may result in my being barred from accessing the EDD information or other information provided by the EDD and could result in criminal prosecution.

CONTRACTOR NAME (PRINT)	EMPLOYER (PRINT COMPANY NAME)
CONTRACTOR SIGNATURE	DATE

**EXHIBIT E-2
(Standard Agreement)**

**EMPLOYMENT DEVELOPMENT DEPARTMENT
INDEMNITY AGREEMENT**

In consideration of access to the EDD information which is personal, sensitive, or confidential, the EDD Data Recipient agrees to indemnify the EDD against any and all liability costs, damages, attorney fees, and other expenses the EDD may incur by reason of or as a result of any unauthorized use of the personal, sensitive, or confidential information or any violation of the "Confidentiality Agreement" by any and all employees of the EDD Data Recipient.

This obligation shall be continuous and may not be changed or modified unless agreed to in writing.

In addition, the EDD Data Recipient understands that the following penalties may be incurred for any such misuse of the EDD Information by the EDD Data Recipient to the extent authorized by law:

1. Any individual who has access to returns, reports, or documents maintained by the EDD who does not maintain the confidentiality of the information or publishes or opens the information to public inspection in any manner may be punished by imprisonment in the county jail for up to one year or a fine of \$20,000.00 or both. (Unemployment Insurance Code §§ 2111 and 2122).
2. Any person who intentionally discloses information, not otherwise public, which they knew or should have known was obtained from personal information maintained by a state agency, shall be subject to civil action for invasion of privacy by the individual to whom the information pertains. (California Civil Code §1798.53).
3. Any unauthorized access to the EDD computer data, computer systems, or unauthorized use of the EDD data is punishable by a fine or imprisonment in the county jail or both. (California Penal Code §502).

INFORMATION SECURITY STATEMENT OF RESPONSIBILITY

By EDD Data Recipient's signature on the STD 213, EDD Data Recipient attests that it has in place the safeguards and security requirements stated in this Agreement that meet the requirements of sections 13400 - 13407 of the California Government Code and sections 603.9 and 603.10 of Title 20 of the Code of Federal Regulations. The EDD Data Recipient therefore accepts responsibility for ensuring compliance with these requirements, as set forth in Exhibit "E" of the **EDD Agreement No. M132324-7100**.

**EXHIBIT E-3
(Standard Agreement)**

DATA DESTRUCTION CERTIFICATION FORM

Agency Contact Information
Agency Name:
Address:
Data Sharing Agreement Number: M132324-7100

This certification attests to the destruction of all EDD data covered by the Data Sharing Agreement (DSA) listed above. Data destruction must encompass any and all original files, all copies made of the files, any derivatives or subsets of the files and any manipulated files ever under the control of individuals allowed by the contracting organization to have access to the data. All files in all media containing any personally identifying information from the EDD files listed below have been destroyed, and no person associated with the contracting organization, has retained such information in any form.

Add records below as they are destroyed and submit this form to the EDD Contract Monitor on a yearly basis, beginning one year from the start date of the agreement. If you used a third-party service for the destruction of the information, include copies of the destruction certificate(s) provided by that entity.

☐ I certify that no files were due to be destroyed from: _____ to _____.

☐ I certify that the following files received under the DSA listed above and, as applicable, all copies, derivatives, subsets and manipulations of those files, whether in electronic or paper form, held by the EDD Data Recipient and/or any individual who had access to those files, have been destroyed in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-88.

RECORDS DESTROYED				
Record Title	Record Start Date (MM/YY)	Record End Date (MM/YY)	Destruction Method	Destruction Date

EDD DATA RECIPIENT/CONTRACTOR NAME (PRINT)	EDD DATA RECIPIENT/CONTRACTOR TITLE (PRINT)
EDD DATA RECIPIENT/CONTRACTOR SIGNATURE	DATE

**EXHIBIT E-3
(Standard Agreement)**

**DATA DESTRUCTION CERTIFICATION FORM
INSTRUCTIONS TO COMPLETE FORM**

This certification is required and attests to the destruction of all EDD data covered by the Data Sharing Agreement (DSA) between your Agency and EDD. Data destruction must encompass all original files, copies made of the files, any derivatives or subsets of the files and any manipulated files ever under the control of individuals allowed by the contracting Agency to have access to the data.

Section 1: Agency Information

Agency Name: Enter Agency's name (EDD Data Recipient)

Address: Enter Agency's full address (EDD Data Recipient)

Data Sharing Agreement Number: Enter Data Sharing Agreement/Contract 10-digit number

Section 2: Record Destruction Certification Options (select one)

☐ I certify that no files were due to be destroyed this year: _____ to _____.

Select this box if no files were destroyed within the year.

☐ I certify that the following files received under the DSA listed above and, as applicable, all copies, derivatives, subsets and manipulations of those files, whether in electronic or paper form, held by the EDD Data Recipient and/or any individual who had access to those files, have been destroyed in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-88.

Select this box if files were destroyed within the selected year.

If an EDD Data Recipient is permitted to re-disclose confidential data through a "Third-Party", the Third-Party must complete their own Exhibit E-3 form and submit it to the EDD Data Recipient. (Third-Party's Exhibit E-3 must be kept on file by the EDD Data Recipient and available for auditing purposes following the Agency's retention policy.)

EDD Data Recipient will submit completed Exhibit E-3 form to the EDD Agreement Representative annually, beginning one year from the start date of the agreement even if no records have been destroyed.

Section 3: Record Destruction Certification Description - Complete the chart below as follows:

RECORDS DESTROYED				
Record Title	Record Start Date (MM/YY)	Record End Date (MM/YY)	Destruction Method	Destruction Date
List all data files from no less than 1 month and up to 1 year) to be destroyed (Ex: EDD Data Files retrieved from SAFE)	Date of first data record to be destroyed (Ex: 10/2024)	Last date data to be destroyed was requested within the one-year covered period. (Ex: 9/2025)	Enter approved method(s) of confidential destruction, such as: • electronic deletion (per DOD specifications) • shredding • burning • certified or witnessed destruction	Date data was destroyed (Ex: 9/2025)

**EXHIBIT E-3
(Standard Agreement)****Section 4: Authorized Signatures**

Form to be signed by the Agency's signatory authority or designee (as listed on the Data Sharing Agreement). To complete add name in print, title, and date the form was signed.

EDD DATA RECIPIENT/CONTRACTOR NAME (PRINT)	EDD DATA RECIPIENT/CONTRACTOR TITLE (PRINT)
EDD DATA RECIPIENT/CONTRACTOR SIGNATURE	DATE

For additional assistance, please contact EDDITBCSDDisclosureUnit@edd.ca.gov

EXHIBIT F
SAFEGUARDING CONTRACT LANGUAGE FOR TECHNOLOGY SERVICES
(Standard Agreement)

I. PERFORMANCE

In performance of this Contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- (1) All work will be done under the supervision of the Contractor or the Contractor's employees.
- (2) The Contractor and the Contractor's employees, Contractors, agents, volunteers, vendors, or subcontractors must meet the background check requirements provided in Exhibit F of this Contract.
- (3) Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this Contract. Disclosure to anyone other than an officer or employee of the Contractor will be prohibited.
- (4) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
- (5) The Contractor certifies that the data processed during the performance of this Contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the Contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the Contractor certifies that any Internal Revenue Service (IRS) data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
- (6) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the Contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
- (7) All computer systems receiving, processing, storing or transmitting federal tax information (FTI) must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to FTI.
- (8) No work involving FTI furnished under this Contract will be subcontracted without prior written approval of the IRS.
- (9) The Contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office. (See Section 10.0, Reporting Improper Inspections or Disclosures of the [IRS Publication 1075](#).) The agency will have the right to void the Contract if the Contractor fails to provide the safeguards described above.

EXHIBIT F
SAFEGUARDING CONTRACT LANGUAGE FOR TECHNOLOGY SERVICES
(Standard Agreement)

II. CRIMINAL/CIVIL SANCTIONS

- (1) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth in 26 C.F.R. § 301.6103(n)-1.
- (2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the Contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC 7213A and 7431 and set forth in 26 C.F.R. § 301.6103(n)-1.
- (3) Additionally, it is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. § 552(a). Specifically, 5 U.S.C. § 552(a)(i)(1), which is made applicable to Contractors by 5 U.S.C. § 552(a)(m)(1), provides that any officer or employee of a Contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

EXHIBIT F
SAFEGUARDING CONTRACT LANGUAGE FOR TECHNOLOGY SERVICES
(Standard Agreement)

- (4) Granting a Contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, Contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A. (See Exhibit 4, Sanctions for Unauthorized Disclosure, and Exhibit 5, Civil Damages for Unauthorized Disclosure of the [IRS Publication 1075](#)). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10.0, Reporting Improper Inspections or Disclosures of the [IRS Publication 1075](#).) For both the initial certification and the annual certification, the Contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III. INSPECTION

The IRS and the agency, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the Contractor to inspect facilities and operations performing any work with FTI under this Contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the Contractor is found to be noncompliant with Contract safeguards.

* Language used throughout this Exhibit is derived from [IRS Publication 1075](#)

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

EXHIBIT G**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

M132324-7100

PURCHASING AUTHORITY NUMBER (If Applicable)

EDD-7100

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

CONTRACTING AGENCY NAME

Employment Development Department

CONTRACTOR NAME

TBD

2. The term of this Agreement is:

START DATE

October 1, 2026**

THROUGH END DATE

September 30, 2028

3. The maximum amount of this Agreement is:

TBD

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

Exhibits		Title	Pages
	Exhibit A	Scope of Work	1
	Exhibit A-1	Specifications	10
	Exhibit A-2	Work Plan	22
+	Exhibit B	Budget Detail and Payment Provisions	2
-			
+	Exhibit B-1	Cost Table	9
-			
+	Exhibit C *	General Terms and Conditions	GTC 02/2025
-			
+	Exhibit D	Special Terms and Conditions	4
-			
+	Exhibit E	Protection of Confidentiality	3
-			
+	Attachment E-1	Vendor/Contractor Confidentiality Statement	1
-			
+	Exhibit E-2	Indemnity Agreement	1
-			
+	Exhibit E-3	Data Destruction Certification Form	3
-			
+	Exhibit F	Safeguarding Contract Language For Technology Services	3
-			
+		**The term of this Agreement is October 1, 2026, or upon DGS final approval, whichever is later, through September 30, 2028.	
-			

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

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

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

EXHIBIT G**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

M132324-7100

PURCHASING AUTHORITY NUMBER (If Applicable)

EDD-7100

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

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

TBD

CONTRACTOR BUSINESS ADDRESS

CITY

STATE

ZIP

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Employment Development Department

CONTRACTING AGENCY ADDRESS

1416 9th Street, MIC 62-C

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Lauren Prizmich

TITLE

Chief, Office of Procurement, Contracting & Admin

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

**ATTACHMENT 1
COST PROPOSAL**

The undersigned Contractor hereby proposes to furnish all labor, materials, tools and equipment and hold licenses necessary to provide **Written Translation Services** for the Employment Development Department (EDD) in accordance with the specifications and provisions received with the IFB.

I. **Translation/Remediation Cost per English Word:** \$ _____
(Insert figure from (A) on Cost Table on Page 11)

II. **Translation/Remediation Cost per English Word** \$ _____
For Expedited Services Only:
(Insert figure from (B) on Cost Table on Page 11)

III. **Translation/Remediation Cost per English Word:** \$ _____
(No ADA Remediation)
(Insert figure from (C) on Cost Table on Page 11)

IV. **Translation/Remediation Cost per English Word:** \$ _____
For Expedited Services Only (No ADA Remediation)
(Insert figure from (D) on Cost Table on Page 11)

V. **ADA Remediation Charge:** \$ _____
(Insert figure from (E) on Cost Table on Page 11)

The Contract award will be based on the lowest Translation/Remediation Cost per English Word. The Translation/Remediation Cost per English Word quote shall be considered full compensation for all labor and travel costs (e.g., travel time, mileage, per diem, etc.) associated with tasks performed under this Agreement.

Inclusion of Pages 4 to 13, Cost Table, is required with your submitted bid quote.

Bidder's Firm Name (DBA) _____

Business Address _____

City/State _____ ZIP _____

Telephone Number (_____) _____ FAX Number (_____) _____

E-Mail Address _____

ATTACHMENT 1

Type of Business: ☐ Individual ☐ Partnership ☐ Corporation ☐ Association

Contractor's Federal ID Number (preferred) or SSAN _____

California Employer Account Number _____

Contractor's License Number _____ Expiration Date _____ Class _____

The Contractor certifies under penalty of perjury the accuracy of his/her license number, class, and expiration date. **(A bid which does not contain the above information, or if the information is later proven false, shall be considered nonresponsive and rejected by the State agency.)**

Small Business (SB)/Nonprofit Veteran Service Agency* ☐ Yes

Small Business (SB)/Microbusiness Certification* ☐ Yes

*If claiming any of the preferences above, your Office of Small Business and DVBE Services Certification Reference Number _____.

Principal who is authorized to bind the bidder:

Typed Name Title

Signature Date

Contractor's contact person shall be: _____
Name and Phone Number

Bids must be received no later than **3:00 p.m. (PT), on September 9, 2026.**

ATTACHMENT 1

COST TABLE

Bidders must complete the pricing table and provide the Translation cost per English word for each language listed below. For every language, bidders are required to provide established costs for Translation services and Translation/ADA Remediation services on a per-English-word basis. In addition, bidders must provide established expedited service costs for Translation and Translation/ADA Remediation per English word, as well as an established ADA Remediation charge. Bidders are **required** to provide an established cost per English word for **every language** identified in the language list. Failure to provide costs for all listed languages will result in disqualification.

The established cost per English Word for translation, both with and without requested ADA remediation, includes translation, editing, and proofreading services.

Please note: **THERE IS NO MINIMUM NUMBER OF WORDS PER REQUEST.**

A = Translation/Remediation Cost per English Word

B = Expedited Service Cost for Translation/Remediation Cost per English Word

C = Translation Cost per English Word (No ADA Remediation)

D = Expedited Service Cost for Translation Cost per English Word (No ADA Remediation)

E = ADA Remediation Charge

LEGEND	
Red font	Indigenous Languages of Mexico (24)
Yellow Highlight	EDD's Top 15 Languages
Purple font	Mayan languages of Mexico, Guatemala, Belize, Honduras (9)
Black font	All other languages (259)

ATTACHMENT 1

Language List (292)	Translation/Remediation Cost per English Word	Translation Cost per English Word (No ADA Remediation)
1. Acholi		
2. Afar		
3. Afrikaans		
4. Akan		
5. Akateko		
6. Albanian		
7. Amharic		
8. Amuzgo Cabeza De Arroyo Xochixtlan		
9. Anuak		
10. Apache		
11. Arabic		
12. Armenian		
13. Assyrian		
14. Aymara		
15. Azerbaijani		
16. Bahasa		
17. Bahdini		
18. Bahnar		
19. Bajuni		
20. Bambara		
21. Bantu		
22. Barese		
23. Basque		
24. Bassa		
25. Belorussian		
26. Bemba		
27. Benaadir		
28. Bengali		
29. Berber		
30. Bosnian		
31. Bravanese		
32. Bulgarian		
33. Burmese		
34. Cantonese		
35. Catalan		

ATTACHMENT 1

Language List (292)	Translation/Remediation Cost per English Word	Translation Cost per English Word (No ADA Remediation)
36. Cebuano		
37. Chaldean		
38. Chamorro		
39. Chaochow		
40. Chatino Santos Reyes Nopala		
41. Chin Falam		
42. Chin Hakha		
43. Chin Mara		
44. Chin Matu		
45. Chin Senthang		
46. Chin Tedim		
47. Chipewyan		
48. Ch'olan Tzeltalan		
49. Chuukese		
50. Cree		
51. Croatian		
52. Czech		
53. Danish		
54. Dari		
55. Dewoin		
56. Dinka		
57. Duala		
58. Dutch		
59. Dzongkha		
60. Edo		
61. Ekegusii		
62. Estonian		
63. Ewe		
64. Farsi		
65. Fijian		
66. Fijian Hindi		
67. Finnish		
68. Flemish		
69. French		
70. French Canadian		

ATTACHMENT 1

Language List (292)	Translation/Remediation Cost per English Word	Translation Cost per English Word (No ADA Remediation)
71. Fukienese		
72. Fulani		
73. Fuzhou		
74. Ga		
75. Gaddang		
76. Gaelic-Irish		
77. Gaelic-Scottish		
78. Garifuna		
79. Garre		
80. Gen		
81. Georgian		
82. German		
83. German Penn. Dutch		
84. Gheg		
85. Gokana		
86. Greek		
87. Guarani		
88. Guarani		
89. Gujarati		
90. Gulay		
91. Gurani		
92. Haitian Creole		
93. Hakka-China		
94. Hakka-Taiwan		
95. Hassaniyya		
96. Hausa		
97. Hawaiian		
98. Hebrew		
99. Hiligaynon		
100. Hindi		
101. Hindko		
102. Hmong		
103. Huastecan		
104. Hunanese		
105. Hungarian		
106. Ibanag		

ATTACHMENT 1

Language List (292)	Translation/Remediation Cost per English Word	Translation Cost per English Word (No ADA Remediation)
107. Icelandic		
108. Igbo		
109. Ilocano		
110. Indonesian		
111. Inuktitut		
112. Italian		
113. Jakartanese		
114. Jamaican Patois		
115. Japanese		
116. Jarai		
117. Javanese		
118. Jingpho		
119. Jinyu		
120. Juba Arabic		
121. Jula		
122. K'iché		
123. Kaba		
124. Kam Muang		
125. Kamba		
126. Kanjobal		
127. Kannada		
128. Karen		
129. Kashmiri		
130. Kayah		
131. Kazakh		
132. Kham		
133. Khana		
134. Khmer		
135. Kikuyu		
136. Kimiiru		
137. Kinyarwanda		
138. Kissi, Northern		
139. Koho		
140. Korean		
141. Krahm		
142. Krio		

ATTACHMENT 1

Language List (292)	Translation/Remediation Cost per English Word	Translation Cost per English Word (No ADA Remediation)
143. Kunama		
144. Kurmanji		
145. Kyrgyz		
146. Laotian		
147. Latvian		
148. Liberian Pidgin English		
149. Lingala		
150. Lithuanian		
151. Luba-Kasai		
152. Luganda		
153. Luo		
154. Maay		
155. Macedonian		
156. Malay		
157. Malayalam		
158. Maltese		
159. Mam		
160. Mamean		
161. Mandarin		
162. Mandinka		
163. Maninka		
164. Manobo		
165. Mapuche		
166. Mapudungun		
167. Marathi		
168. Marka		
169. Marshallese		
170. Masalit		
171. Mbay		
172. Mien		
173. Mirpuri		
174. Mixteco - Alto		
175. Mixteco (Alta) Tierra Colorada Oaxaca		
176. Mixteco Bajo		
177. Mixteco Guerrero		

ATTACHMENT 1

Language List (292)	Translation/Remediation Cost per English Word	Translation Cost per English Word (No ADA Remediation)
178. Mixteco Metlatonoc		
179. Mixteco San Jorge Rio Frijol		
180. Mixteco San Juan Pinas		
181. Mixteco San Martin Peras		
182. Mixteco San Miguel Cuevas		
183. Mixteco San Sebastian Del Monte		
184. Mixteco Yucuquimi		
185. Mizo		
186. Mnong		
187. Mongolian		
188. Montenegrin		
189. Moroccan Arabic		
190. Mortlockese		
191. Nahuatl -Tehuipango		
192. Napoletano		
193. Navajo		
194. Nepali		
195. Ngambay		
196. Nigerian Pidgin		
197. Norwegian		
198. Nuer		
199. Nupe		
200. Nyanja		
201. Nyoro		
202. Ojibway		
203. Oromo		
204. Pampangan		
205. Papiamento		
206. Pashto		
207. Plautdietsch		
208. Pohnpeian		
209. Polish		
210. Portuguese		

ATTACHMENT 1

Language List (292)	Translation/Remediation Cost per English Word	Translation Cost per English Word (No ADA Remediation)
211. Portuguese Brazilian		
212. Portuguese Cape Verdean		
213. Pugliese		
214. Pulaar		
215. Punjabi		
216. Purepecha Michoacan		
217. Putian		
218. Q'anjob'al (Guatemala)		
219. Q'eqchi'		
220. Quechua		
221. Quechua		
222. Quichua		
223. Rade		
224. Rahkine		
225. Rohingya		
226. Romanian		
227. Rundi		
228. Russian		
229. Samoan		
230. Sango		
231. Seraiki		
232. Serbian		
233. Shanghainese		
234. Shona		
235. Sichuan Yi		
236. Sicilian		
237. Sinhala		
238. Slovak		
239. Slovene		
240. Soga		
241. Somali		
242. Soninke		
243. Sorani		
244. Spanish		
245. Sudanese Arabic		

ATTACHMENT 1

Language List (292)	Translation/Remediation Cost per English Word	Translation Cost per English Word (No ADA Remediation)
246. Sunda		
247. Susu		
248. Swahili		
249. Swedish		
250. Sylhetti		
251. Tagalog		
252. Taiwanese		
253. Tajik		
254. Tamil		
255. Telugu		
256. Tetun		
257. Thai		
258. Tibetan		
259. Tigré		
260. Tigrigna		
261. Tlapaneco Ayotuxtla		
262. Toishanese		
263. Tongan		
264. Tooro		
265. Triqui Bajo		
266. Triqui Copala		
267. Triqui Copala		
268. Triqui San Martin Ituyoso		
269. Turkish		
270. Turkmen		
271. Tzotzil		
272. Ukranian		
273. Urdu		
274. Uyghur		
275. Uzbek		
276. Vietnamese		
277. Visayan		
278. Welsh		
279. Wenzhounese		
280. Wodaabe		
281. Wolof		

ATTACHMENT 1

Language List (292)	Translation/Remediation Cost per English Word	Translation Cost per English Word (No ADA Remediation)
282. Yemeni Arabic		
283. Yiddish		
284. Yoruba		
285. Yucatecan		
286. Yunnanese		
287. Zapoteco Coatecas Altas		
288. Zapoteco Mihuatlan		
289. Zapoteco Santa Ana Del Valle		
290. Zarma		
291. Zo		
292. Zyphe		
(Add 1 through 292) Subtotal		
Divide the subtotal by 292 and get the average translation cost per English word	(A)	(C)
Expedited Service Cost per English word	(B)	(D)

ADA Remediation Charge to be reflected in charge per word above.

The minimum charge for translations/remediation is **(E)**: _____

NOTE:

Enter **(A)** on Cost Proposal Sheet

Enter **(B)** on Cost Proposal Sheet

Enter **(C)** on Cost Proposal Sheet

Enter **(D)** on Cost Proposal Sheet

Enter **(E)** on Cost Proposal Sheet

ATTACHMENT 1

SUBCONTRACTOR LIST

Listed hereinafter are the names and addresses of all Subcontractors who will be employed on the project and the portion of the work each Subcontractor will perform. Temporary employee and labor Contractors are considered Subcontractors and, therefore, are included. Material vendors, however, are excluded. The prime Contractor may not substitute a Subcontractor unless the provisions of PCC §§ 4107 or 4107.5 apply and a hearing is held, if required. (If there are no subcontractors, enter none.)

SUBCONTRACTING SHALL NOT EXCEED 45%

Type of Work	Name and Address of Subcontractor	Percentage of Work	License Number

If additional space is needed, attach a separate sheet to the Cost Proposal.

NOTE: The Contractor must complete this page as necessary and return it with the Cost Proposal.

ATTACHMENT 1

ATTENTION ALL BIDDERS

A. Federal Employer ID Number or Social Security Account Number (SSAN)

Title 2 of the California Code of Regulations, section 11114 requires that all contracting State agencies provide the Civil Rights Department the Federal Employer ID Numbers of all vendors awarded State contracts in excess of \$5,000. Additionally, the Federal Internal Revenue Code requires the State to report certain payments to individuals. Accordingly, you must provide your Federal Employer ID Number or Social Security Account Number (SSAN) in the space provided.

B. California Employer Account Number

The number California employers use to report their Unemployment Insurance, Disability Insurance, and Personal Income Tax payments to the State of California.

C. Original Signature Requirement on Bids

This is to remind bidders that bids must have an original signature, in ink, to be accepted by this office. If bids do not have an original signature in ink, they shall be considered nonresponsive and rejected. Signature stamps are NOT acceptable.

ATTACHMENT 2

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

Solicitation Number _____

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

- a. Identify current California certification(s) (MB, SB, NVSA, DVBE):** _____ **or None** ____ (If "None," go to Item #2)
- b. Will subcontractors be used for this contract? Yes** ____ **No** ____ (If yes, indicate the distinct element of work your firm will perform in this contract e.g., list the proposed products produced by your firm, state if your firm owns the transportation vehicles that will deliver the products to the State, identify which solicited services your firm will perform, etc.). Use additional sheets, as necessary.
- _____
- _____
- c. If you are a California certified DVBE:** (1) Are you a broker or agent? **Yes** ____ **No** ____
(2) If the contract includes equipment rental, does your company own at least 51% of the equipment provided in this contract (quantity and value)? **Yes** ____ **No** ____ **N/A** ____

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

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

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

BIDDER DECLARATION Instructions**All prime bidders (the firm submitting the bid) must complete the Bidder Declaration.**

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

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

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

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

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

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

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

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

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

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

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

2. (continued) Column Labels

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

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

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

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

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

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

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

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

Enter “N/A” if the:

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

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

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

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

ATTACHMENT 3

CCC 04/2017

CERTIFICATION

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

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

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE**: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS**: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

ATTACHMENT 3

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

ATTACHMENT 3

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

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

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

ATTACHMENT 3

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

ATTACHMENT 4**Certification Regarding Debarment, Suspension, Ineligibility
and Voluntary Exclusion Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

**(BEFORE COMPLETING CERTIFICATION, READ THE INSTRUCTIONS ON THE NEXT PAGE
WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)**

1. The prospective recipient of Federal assistance funds certifies, by submission of this IFB/RFP Response, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this IFB/RFP Response.

Name and Title of Authorized Representative	
Signature	Date

ATTACHMENT 4**FEDERAL DEBARMENT CERTIFICATION FORM (CONTINUED)****Instructions for Certification**

1. By signing and submitting this IFB Response, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this class is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this RFP Response is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "RFP Response," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this RFP Response is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this RFP Response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this RFP Response that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-Procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

DARFUR CONTRACTING ACT CERTIFICATION

DGS PD 1 (Rev. 12/19)

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

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

OPTION #1 - CERTIFICATION

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

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

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

OPTION #2 – WRITTEN PERMISSION FROM DGS

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

ATTACHMENT 5

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

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

PAYEE DATA RECORD**ATTACHMENT 6**

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

STD 204 (Rev. 03/2021)

Section 1 – Payee Information**NAME** (This is required. Do not leave this line blank. Must match the payee's federal tax return)**BUSINESS NAME, DBA NAME or DISREGARDED SINGLE MEMBER LLC NAME** (If different from above)**MAILING ADDRESS** (number, street, apt. or suite no.) (See instructions on Page 2)**CITY, STATE, ZIP CODE****E-MAIL ADDRESS****Section 2 – Entity Type****Check one (1) box only that matches the entity type of the Payee listed in Section 1 above.** (See instructions on page 2)☐ **SOLE PROPRIETOR / INDIVIDUAL**☐ **SINGLE MEMBER LLC** *Disregarded Entity owned by an individual*☐ **PARTNERSHIP**☐ **ESTATE OR TRUST****CORPORATION** (see instructions on page 2)☐ **MEDICAL** (e.g., dentistry, chiropractic, etc.)☐ **LEGAL** (e.g., attorney services)☐ **EXEMPT** (e.g., nonprofit)☐ **ALL OTHERS****Section 3 – Tax Identification Number**Enter your Tax Identification Number (TIN) in the appropriate box. The TIN must **match** the name given in Section 1 of this form. Do not provide more than one (1) TIN. The TIN is a 9-digit number. **Note:** Payment will not be processed without a TIN.

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

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

_____ - _____ - _____

OR**Federal Employer Identification Number (FEIN)**

_____ - _____

Section 4 – Payee Residency Status (See instructions)☐ **CALIFORNIA RESIDENT** – Qualified to do business in California or maintains a permanent place of business in California.☐ **CALIFORNIA NONRESIDENT** – Payments to nonresidents for services may be subject to state income tax withholding.☐ No services performed in California☐ Copy of Franchise Tax Board waiver of state withholding is attached.**Section 5 – Certification****I hereby certify under penalty of perjury that the information provided on this document is true and correct.****Should my residency status change, I will promptly notify the state agency below.****NAME OF AUTHORIZED PAYEE REPRESENTATIVE****TITLE****E-MAIL ADDRESS****SIGNATURE****DATE****TELEPHONE** (include area code)**Section 6 – Paying State Agency****Please return completed form to:****STATE AGENCY/DEPARTMENT OFFICE**

Employment Development Department

UNIT/SECTION

Contract Service Group

MAILING ADDRESS

1416 9th Street, MIC 62-C

FAX**TELEPHONE** (include area code)

(916) 982-1435

CITY

Sacramento

STATE

CA

ZIP CODE

95814

E-MAIL ADDRESS

Angelica.Santiago@edd.ca.gov

PAYEE DATA RECORD**ATTACHMENT 6**

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

STD 204 (Rev. 03/2021)

GENERAL INSTRUCTIONS

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

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

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

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

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

Section 1 – Payee Information

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

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

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

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

Section 2 – Entity Type

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

Section 3 – Tax Identification Number

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

Section 4 – Payee Residency Status**Are you a California resident or nonresident?**

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

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

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

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

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

Website: www.ftb.ca.gov

Section 5 – Certification

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

Section 6 – Paying State Agency

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

Privacy Statement

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

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

STATE OF CALIFORNIA – STATE CONTROLLERS OFFICE

PAYEE DATA RECORD SUPPLEMENT**ATTACHMENT 7**

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

Payee Information (must match the STD 204)

NAME (Required. Do not leave blank.)	TAX ID NUMBER (Required) SSN, ITIN, or FEIN that matches Tax ID number provided on STD 204
BUSINESS NAME, DBA NAME or DISREGARDED SINGLE MEMBER LLC NAME (If different from above)	

Additional Remittance Address Information

- Use the fields below to provide remittance addresses for payee if different from the mailing address on the STD 204.
- **The addresses provided below are for remittance purposes only. 1099 information returns will be sent to the mailing address specified on the STD 204.**

1	REMITTANCE ADDRESS (number, street, apt or suite no.)		
	CITY	STATE	ZIP CODE
2	REMITTANCE ADDRESS		
	CITY	STATE	ZIP CODE
3	REMITTANCE ADDRESS		
	CITY	STATE	ZIP CODE
4	REMITTANCE ADDRESS		
	CITY	STATE	ZIP CODE
5	REMITTANCE ADDRESS		
	CITY	STATE	ZIP CODE

Additional Contact Information

Use the fields below to provide additional Authorized Representatives for the Payee if applicable.

1	CONTACT NAME	
	TELEPHONE (Include area code)	EMAIL
2	CONTACT NAME	
	TELEPHONE	EMAIL
3	CONTACT NAME	
	TELEPHONE	EMAIL

Certification

I hereby certify under penalty of perjury that the information provided on this supplemental document is true and correct.

By signing this document, I authorize the State of California to remit payment to the addresses specified on this supplemental form (STD 205) and certify that all persons identified on this form are authorized representatives of this payee. Payments remitted to any of the listed addresses may be reported on 1099 information returns to the tax liable entity identified on the accompanying Payee Data Record - STD 204.

NAME OF AUTHORIZED PAYEE REPRESENTATIVE (Print or Type name)	TITLE	E-MAIL ADDRESS
SIGNATURE X _____	DATE	TELEPHONE (Include area code)

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

GENERAL INSTRUCTIONS

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

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

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

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

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

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

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

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

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

PRIVACY STATEMENT

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

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

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

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

ATTACHMENT 8

CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

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

1. **CALIFORNIA CIVIL RIGHTS LAWS**: For contracts over \$100,000 executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. **EMPLOYER DISCRIMINATORY POLICIES**: For contracts over \$100,000 executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct. <i>Proposer/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County and State of</i>	

ATTACHMENT 9

CERTIFICATION REGARDING LOBBYING

**CERTIFICATION FOR CONTRACTS, GRANTS, LOANS,
AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all* subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all* subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Grantee/Contractor Organization

Program/Title

Name and Title of Authorized Signatory

Signature

Date

*Note: In these instances, "All," in the Final Rule is expected to be clarified to show that it applies to covered contract/grant transactions over \$100,000 (per 29 CFR 93.110).

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

Authorized for Local Reproduction
Standard Form - LLL-A (Rev. 7-97)

ATTACHMENT 9

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee", then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitment.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract, grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFD-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

A

(Public Contract Code sections 2202-2208)

Prior to bidding on, submitting a proposal or executing a contract or renewal for a State of California contract for goods or services of \$1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d). The DGS list of entities prohibited from contracting with public entities in California per the Iranian Contracting Act, 2010, can be found at:

[Department of General Services Procurement Division Iran Contracting Act List](http://www.documents.dgs.ca.gov/PD/poliproc/Iran%20Contracting%20Act%20List.pdf)

(<http://www.documents.dgs.ca.gov/PD/poliproc/Iran%20Contracting%20Act%20List.pdf>)

To comply with this requirement, please insert your vendor or financial institution name and Federal ID Number (if available) and complete **one** of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

<i>Vendor Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	<i>Date</i>
<i>Printed Name and Title of Person Signing</i>	

OPTION #2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	<i>Date</i>
<i>Printed Name and Title of Person Signing</i>	