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Department of Developmental Services
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GAVIN NEWSOM
GOVERNOR

INVITATION FOR BID (IFB) 2167

In-Person American Sign Language (ASL) Interpreting Services

August 28, 2026

You are invited to review and respond to the Department of Developmental Services (DDS) Invitation for Bid (IFB) 2167, In-Person American Sign Language (ASL) Interpreting Services. In submitting your bid, you must comply with the instructions found herein.

Read all portions of this solicitation carefully. The Bidder is solely responsible for ensuring that DDS receives the complete bid in accordance with the Bid requirements, prior to the date and time specified in the solicitation. Bids received after the specified deadline will not be considered for review. DDS shall not be responsible for any delays in submittal, including misdelivery. DDS reserves the right to cancel this IFB without cause at any time prior to award.

Bidders are advised to check the Cal eProcure website for addenda, modifications, and updates to the Bid documents. DDS is not responsible for failure of the prospective bidder to check for any bid document updates, changes, or answers to questions posted on Cal eProcure. Failure to check the website periodically will be at the Bidder's sole risk.

Note that all agreements entered into with the State of California will include by reference General Terms and Conditions and Contractor Certification Clauses that may be viewed and downloaded at Internet site [Standard Contract Language for Non-IT Services](#).

In the opinion of DDS, this IFB is complete and without need of explanation. However, if questions arise or there is a need to obtain clarifying information, bidders shall submit an email by the Written Questions Submittal Deadline in Article V. Key Action Dates.

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

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I. DESCRIPTION OF SERVICES

The Contractor shall provide qualified in-person American Sign Language (ASL) interpreting services to support the Department's communication access needs for meetings, trainings, events, and other official business throughout California. See Exhibit A, Scope of Work (SOW) for a complete description of services.

II. AGREEMENT PERIOD

The Agreement will be from an anticipated start date of October 21, 2026, through September 30, 2029.

Contractors are cautioned that no work shall begin until the Agreement has been fully executed. If work is performed prior to the Agreement approval, and the Agreement is, for any reason, not approved, all previous work performed by the Contractor is considered donated to DDS and no payment shall be made for that work.

III. BIDDER ELIGIBILITY CRITERIA

1. Public or private corporations, agencies, organizations, associations, or individuals may submit a sealed bid response to this IFB. The bidder must be legally constituted and qualified to do business within the State of California (registered with the California Secretary of State), if applicable. Bidders must be a legally cognizable public agency, sole proprietorship, partnership, or corporation (fully incorporated by the deadline for submitting bids). Failure to meet the foregoing requirement will result in disqualification.
2. Bidders must be in good standing with the California Franchise Tax Board (FTB), California Department of Tax and Fee Administration (CDTFA), and not on the U.S. Government, Office of Foreign Control's "Specially Designated Nationals and Blocked Persons List" (SDN List).
3. Bidders, including the Bidders' representatives such as executives, officers, board members, and agents, must be responsible and have the capability to carry out the terms in this IFB. Bidders who have had an agreement terminated, for cause, with DDS in the past 18 months may be disqualified. This restriction extends to all entities for which the Bidders' representatives have been responsible in whole or in part (e.g., making decisions, managing operations).

4. Executive Order N-6-22- Russian Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. By submitting a bid or proposal, Contractor represents that it is not a target of Economic Sanctions. Should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of the Contractor's bid/proposal any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination by the State.

5. The Disabled Veteran Business Enterprise (DVBE) Participation Program requirements for this solicitation have been exempted. However, DDS is committed to achieving legislatively established goals for the participation of DVBEs whenever possible. Please see Article XIV, Items 1. and 2. DVBE Program Participation and Incentive.

IV. BIDDER REQUIREMENTS AND MINIMUM QUALIFICATIONS

Licenses and Certifications

- a. Bidders shall obtain, at their expense, all licenses or permits required by law for accomplishing any work required in connection with this agreement.
- b. All licenses must remain valid for the term of the Agreement. If any license or certification expires at any time during the term of this agreement, the Contractor agrees to provide DDS with a copy of the renewed license or certification within 30 days following the expiration date. In the event the Contractor fails to keep in effect at all times all required licenses or certifications, DDS may, in addition to any remedies it may have, terminate this agreement upon occurrence of such event.
- c. Bidders must submit a valid certification for each interpreter proposed to perform services under this agreement.

Please see Attachment 13 for a complete list of acceptable certifications to meet the minimum qualifications.

V. KEY ACTION DATES

The dates and times below are important and show which specific actions must be taken or completed. If DDS finds it necessary to change any of these dates, it will be accomplished via an addendum to the IFB.

Event	Date/Time
IFB available to Bidders	August 28, 2026
Final Date for Submission of Written Questions	September 8, 2026 @ 3:00 PM
Response to Written Questions (Tentative)	September 17, 2026
Final Date for Bid Submission	September 28, 2026 @ 3:00 PM
Public Bid/Cost Opening	September 30, 2026 @ 09:30 AM
Anticipated Agreement Start Date	October 21, 2026

Dates after Final Date for Bid Submission are estimates only and may be adjusted by DDS as conditions indicate without an addendum to this IFB.

VI. QUESTIONS AND ANSWERS

1. Bidders may submit questions for clarification of the content of this IFB to Jonathan.Louie@dds.ca.gov no later than the date and time specified in Article V., Key Action Dates. The Bidder must reference the section and page number about which they are inquiring.
2. Written Questions and Answers will be provided without identifying the submitter. At DDS' sole discretion, DDS may paraphrase questions for clarity.
3. Questions must be submitted in writing by the date for Written Questions Submittal Deadline specified in Article V. Key Action Dates.
4. DDS will answer questions at its sole discretion.
5. Questions and Answers will be posted on [Cal eProcure](#).

VII. SUBMISSION OF BID

All bids must be received either emailed in portable document format (PDF) to Jonathan.Louie@dds.ca.gov or mailed under sealed envelope by the date and time specified in Article V. Key Action Dates. DDS reserves the right to cancel this IFB without cause at any time prior to award.

1. Email Bid Submission Requirements:

- a. Email subject lines must include the IFB number, Title, and be marked:
Bid for In-Person ASL Interpreting Services – IFB 2167.

- b. DDS reserves the right to consider emailed responses as properly “sealed.” Responses will only be considered if they are sent to the email address listed in this IFB. IFB responses sent to any other email address will not be considered.
 - c. Bidders shall ensure that emails do not exceed a file size of 25 megabytes.
 - d. Bidders shall ensure that emails do not contain scripts, executable files, or macros, which may make their emails undeliverable.
 - e. Do not imbed links within the PDF – all documents must be contained within the PDF. DDS cannot access links to external sources. Bids containing links to external sources will be rejected.
 - f. Bid submissions sent from unrecognized email servers may be blocked by DDS security filters and be flagged as spam, thereby rendering them unsubmitted.
 - g. DDS will confirm receipt of email. *Receipt confirmations only confirm receipt of emails and do not assess bidder’s responsiveness to the IFB requirements in the email content or in any attachments therein.*
2. **Mail or Delivery Bid Submission Requirements:**
- a. The sealed envelope must be plainly marked: **BID for In-Person ASL Interpreting Services – IFB 2167, Attention: Jonathan Louie, Contracts Unit – DO NOT OPEN** and deliver to the address below:

Department of Developmental Services

Contracts Unit

Attn: Jonathan Louie

1215 O Street, MS 10-10

Sacramento, CA 95814

Bids not clearly marked and submitted under sealed envelope may be rejected. A minimum of one bid marked “MASTER” (bearing original wet signature) and one copy shall be submitted. If discrepancies are found between the master and the copy of the Bid, the “Master” bid will prevail over all others.

Mail or deliver bids to the address shown above. Neither the postmark on the Bid response envelope nor receipt in the Department of Developmental Services (DDS) Mailroom will constitute timely delivery. Any bid received and time stamped in the DDS Mailroom on or before the date and time specified in Article V. Key Action Dates is considered timely

delivery. It is the policy of DDS to make every effort to ensure that all bids have been received and properly time stamped; however, bidders are ultimately responsible for ensuring timely receipt of their bid. Bidders may verify receipt of their bid by contacting Jonathan.Louie@dds.ca.gov.

- b. All bids shall include the documents identified in Attachment 1, Required Attachment Checklist. Bids not including the proper required attachments may be deemed nonresponsive. A nonresponsive bid is one that does not meet the basic bid requirements and nonresponsiveness is justification for rejection.
- c. Electronic signature of the person authorized to bind the Bidder to this agreement is acceptable. Bids submitted without authorized signatures on all forms requiring signature may be rejected.
- d. It is the Bidder's responsibility to provide all necessary information for DDS to evaluate the Bid, verify requested information, and determine the Bidder's ability to perform the services defined in the Agreement in Exhibit A, SOW and Attachment 3, Cost Worksheet.
- e. Bids must be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and will cause a bid to be rejected.
- f. A bid may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. DDS may reject any or all bids and may waive any immaterial deviation in a bid. DDS' waiver of immaterial defect shall in no way modify the IFB document or excuse the Bidder from full compliance with all requirements if awarded the Agreement.
- g. Clarification may be requested by DDS during the review of the bids for the purpose of clarifying ambiguities in the information presented in the bid response. DDS reserves the right, at its sole discretion, to overlook, correct, or require a bidder to remedy any obvious clerical or incidental mathematical errors on a bid form. Bidders may be required to initial corrections.
- h. Costs incurred for developing bids and in anticipation of award of the Agreement are entirely the responsibility of the Bidder and shall not be charged to DDS.

- i. An individual who is authorized to bind the Bidder contractually shall sign Attachment 2, Bidder Certification Sheet. The signature should indicate the title or position that the individual holds in the firm. An unsigned bid may be rejected.
- j. A bidder may modify a bid after its submission by withdrawing its original bid and resubmitting a new bid prior to the Final Date for Bid Submission. A bidder's modification offered in any other manner, oral or written, will not be considered.
- k. A bidder may withdraw its bid by submitting a written withdrawal request to DDS, signed by the Bidder or an authorized agent. A bidder may thereafter submit a new bid prior to the Final Date for Bid Submission. Bids may not be withdrawn without cause after the Final Date for Bid Submission.
- l. DDS may modify the IFB prior to the Final Date for Bid Submission by issuing an addendum that shall be posted to Cal eProcure.
- m. Before submitting a response to this solicitation, bidders should review, correct all errors, and confirm compliance with the IFB requirements.
- n. DDS does not accept alternate agreement language from a prospective contractor. A bid with such language will be considered a counterproposal and will be rejected. The State's General Terms and Conditions (GTC 02/2025) are not negotiable.
- o. No oral understanding or agreement shall be binding on either party.

VIII. REQUIRED ATTACHMENTS AND CONDITIONAL DOCUMENTS

This bid package requires completion of all attachments referenced on the required Attachment 1, Required Attachment Checklist. Exclusion of any required attachments may result in bidder's disqualification.

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

- 1. **ATTACHMENT 1 – REQUIRED ATTACHMENT CHECKLIST** – is to be used to confirm compliance with the bid submission requirements. The checklist must be fully completed and submitted as the cover to your bid package.
- 2. **ATTACHMENT 2 – BIDDER CERTIFICATION SHEET** – This Bid/Bidder Certification Sheet must be signed and returned along with all the "required attachments" as an entire package.

3. **ATTACHMENT 3 – COST WORKSHEET** – must be completed and submitted. The cost sheet must contain the proposed bid cost for Total Cost.
4. **ATTACHMENT 4 – CONTRACTOR POINT OF CONTACT** – must be completed in its entirety.
5. **ATTACHMENT 5 – PAYEE DATA RECORD (STD 204) AND PAYEE DATA RECORD SUPPLEMENT (STD 205)** – the STD 204 must be completed with original signature. The STD 205 is only completed if applicable.
6. **ATTACHMENT 6 – BIDDER DECLARATION FORM (GSPD-05-105)** – must be completed and submitted with original signature.
7. **ATTACHMENT 7 – CONTRACTOR CERTIFICATION CLAUSES** – must be signed and dated with original signature.
8. **ATTACHMENT 8 – DARFUR CONTRACTING ACT CERTIFICATION FORM** – must be fully completed, signed, and dated with original signature.
9. **ATTACHMENT 9 – INSURANCE ACKNOWLEDGEMENT** – must be completed and signed.
10. **ATTACHMENT 10 – CONFIDENTIALITY AND INFORMATION SECURITY REQUIREMENTS** – must be completed and signed.
11. **ATTACHMENT 11 – CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION (DGS OLS 04)**
12. **ATTACHMENT 12 – BIDDER REFERENCES**
13. **ATTACHMENT 13 – MINIMUM CERTIFICATION REQUIREMENTS**

The following documents must be included with the bid submission if applicable:

1. **ATTACHMENT 14 – BIDDING PREFERENCES AND INCENTIVES**
2. **ATTACHMENT 15 – DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) DECLARATIONS (DGS PD 843) ***
3. **ATTACHMENT 16 – CALIFORNIA CERTIFIED SMALL BUSINESS (SB)/MICROBUSINESS (MB)/DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) CERTIFICATION*** – Proof of current and valid certification through DGS Office of Small Business and Disabled Veteran Business Enterprise Certification Services (OSDS).

4. ATTACHMENT 17 – CALIFORNIA SECRETARY OF STATE

CERTIFICATION OF STATUS* – California Secretary of State Certification of Status is required **if** your company is a corporation, limited liability company (LLC), or limited partnership (LP).

IX. EVALUATION

1. DDS will evaluate each bid to determine its responsiveness to the published requirements.
2. Bids that contain false or misleading statements that do not support an attribute or condition claimed by Bidder may be rejected. If in the opinion of DDS, information submitted by the bidder was intended to mislead DDS in its evaluation of the Bid and the attribute, condition, or capacity is a requirement of the IFB, it will be the basis for rejection of the Bid.
3. DDS will send invitations to the Cost Opening through an email meeting notice with the Microsoft Teams link the day before the Cost Opening identified in Article V. Key Action Dates. Questions will not be allowed.
4. To request an invitation to the Cost Opening, please email request to Jonathan.Louie@dds.ca.gov by Final Date for Bid Submission identified in Article V. Key Action Dates.
5. In the event of a precise tie, if Government Code (GC) Section 14838(f) does not apply to the Bidders, a witnessed coin toss will be conducted by the Procurement Official. If a coin toss is needed, the Procurement Official will schedule and arrange for the coin toss and nonpartisan witnesses, notifying the participating bidders of the outcome of the coin toss.
6. Each bid will be checked for the presence or absence of required information in conformance with the submission requirement of this IFB.

X. AWARD AND PROTEST

1. The Agreement shall be awarded based on the responsive and responsible bidder submitting the lowest Total Rates on Attachment 3 – Cost Worksheet.
2. Award, if made, will be within 90 days – if no protest of the award is received – after the scheduled date for the Intent to Award. If a protest is received, the Award, if made, will be after the protest is resolved.
3. Whenever an agreement is awarded under a procedure which provides for competitive bidding, but the agreement is not awarded to the low bidder, the low bidder shall be notified by email, overnight courier, or personal delivery five working days prior to the award of the agreement.

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

Department of General Services
Office of Legal Services (DGS/OLS)
707 Third Street, 7th Floor, Suite 7-330
West Sacramento, CA 95695
Email: OLSProtests@dgs.ca.gov

The protest must include a statement that Bidder believes they are the lowest responsive and responsible bidder and are therefore protesting the Agreement award to another bidder.

Within five days after filing the protest, the protesting bidder shall file a detailed written statement specifying the grounds for the protest with DGS, OLS, and DDS. The written protest must be sent to DGS, OLS, 707 Third Street, 7th Floor, Suite 7-330, West Sacramento, CA 95695. A copy of the detailed written statement must be emailed to DDS at Jonathan.Louie@dds.ca.gov.

XI. DISPOSITION OF BIDS

1. Upon bid opening, all documents submitted in response to this IFB will become the property of the State of California and will be regarded as public records under the California Public Records Act (GC Section 6250 et seq.) and subject to review by the public.
2. Bid packages may be returned only at bidder's expense unless DDS waives it.

XII. AGREEMENT EXECUTION AND PERFORMANCE

1. Services shall commence on the express date set by DDS and the Contractor after all approvals have been obtained and the Agreement is fully executed. The Agreement will be executed only upon the State's acceptance of the Contractor's certificates of insurance, bonds, licenses, and permits, when such items are required. Should the Contractor fail to commence work at the agreed upon time, DDS – upon five days' written notice to the Contractor – reserves the right to terminate the Agreement. In addition, the Contractor shall be liable to DDS for the difference between contractor's bid price and the actual cost of performing work by the second lowest bidder, or another contractor.
2. All performance under the Agreement shall be completed on or before the termination date of the Agreement.

3. Should it become necessary to modify the terms of the resulting agreement, those modifications may be made through a written amendment. An agreement amendment shall not be effective unless it is in writing and until fully executed by both parties.
4. The Agreement will not include a hard copy of the General Terms and Conditions (Exhibit C, GTC-02/2025); they will be incorporated by reference and made part of this agreement and can be viewed here:
<https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>

XIII. GENERATIVE ARTIFICIAL INTELLIGENCE (GENAI) NOTIFICATION

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

Bidder 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 it may be entitled to as a result of such nondisclosure.

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

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

XIV. PARTICIPATION, PREFERENCE, AND INCENTIVE PROGRAMS

The Preference and Incentive Programs listed below may be combined but will not exceed a combined total of 15 percent of the Bid amount or \$100,000 per bid, whichever is less. No bid price will be reduced by more than \$100,000, and all preference and incentive cost adjustments are for bid evaluation purposes only and do not alter the actual cost offered by the Bidder.

A Small Business (SB)/Microbusiness (MB) and a Disabled Veteran Business Enterprise (DVBE) must have current and valid certification through DGS, Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS); certifications must remain unexpired throughout the Agreement term. Completed certification applications and required support documents must be submitted to OSDS no later than 5:00 PM PT on the Final Date for Bid Submission, and OSDS must be able to approve the application as submitted.

For certification and preference approval process information, contact OSDS by telephone at (916) 375-4940 or access OSDS' Internet website

<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>

Each listed California certified SB, MB, and DVBE contractor, subcontractor, or supplier must perform a "commercially useful function" (CUF) in the performance of a distinct element of the Agreement as defined in GC Section 14837 (d)(4) and California Military and Veterans Code (MVC) Section 999 (B). [Commercially Useful Function](#)

1. DVBE Program Participation

The DVBE Participation Program requirements for this solicitation have been exempted. However, DDS is committed to achieving legislatively established goals for the participation of DVBEs and seeks to use certified DVBE businesses whenever possible.

DVBEs must have current and valid certification through DGS OSDS. Completed certification applications and required support documents must be submitted to OSDS no later than 5:00 PM PT on the Final Date for Bid Submission, and OSDS must be able to approve the application as submitted.

For certification and preference approval process information, contact OSDS by telephone at (916) 375-4940 or access OSDS' Internet 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>

2. DVBE Incentive

Firms voluntarily utilizing DVBE subcontractors can have an incentive applied based on their level of DVBE participation identified in the Bid response, not to exceed five percent. The DVBE Incentive is for bid computation purposes only and is only applied to responsive bids from responsible bidders proposing DVBE participation. The incentive shall be applied as follows:

DVBE Participation Level	Incentive Applied
5% or More	5%
4% to 4.99%	4%
3% to 3.99%	3%
2% to 2.99%	2%
1% to 1.99%	1%
Under 1%	No Incentive

- a. The incentive is subject to a minimum of one percent and a maximum of five percent. Bids with DVBE participation of more than five percent will be calculated with a five percent incentive.
- b. A signed Disabled Veteran Business Enterprise Declaration - DGS PD 843 must be submitted with the Bid response. The fill and print form is available at this link:
https://www.documents.dgs.ca.gov/dgs/fmc/gs/pd/pd_843.pdf. The form must be completed if a proposer is a DVBE or subcontracts to a DVBE.
- c. The DVBE Incentive is computed from the lowest responsive and responsible bid price.
- d. If the awarded contractor has a certified DVBE perform an element of work for the Agreement, within 60 days of expiration of the Agreement, the awarded contractor shall complete a [Prime Contractors Certification - DVBE Subcontractors Report](#) (STD 817) and submit to DDS.
- e. SB 588 requires an awarding department to withhold \$10,000, or the full amount if it is less than \$10,000, from the final payment on an agreement until certification is received by the awarding department regarding DVBE participation and payment. The awarding department gives a prime contractor that fails to meet those certification requirements 15 to 30 calendar days to cure the defect. If not, the final payment is permanently deducted.
- f. The required list of California certified DVBE subcontractors must be provided on Attachment 6, Bidder Declaration (Written) (GSPD-05-105) 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 shipped, 5) and the dollar amount or percentage of the net bid price (as specified in the solicitation) per subcontractor.

3. *Small Business (SB) Preference Program*

- a. Current law encourages state departments to first consider an SB/MB Enterprise for contracting opportunities. DDS is committed to supporting SB/MB participation in state contracting and seeks to use certified SBs/MBs whenever possible.
- b. Section 14835, et seq., of the California Government Code requires that a five percent preference be given to bidders who certify as an SB/MB. The rules and regulations of this law are contained in Title 2, California Code of Regulations, Section 1896, et seq. A copy of the regulation is available upon request.
- c. The SB/MB Preference may not exceed \$50,000 for any bid. This preference cost adjustment is for bid computation purposes only and does not alter the actual cost offered by the Bidder. The SB Preference is computed from the lowest responsive and responsible bid price.
- d. Details about the Small Business Preference program can be found 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>

4. *Non-Small Business Preference Request*

A five percent bid preference is available to a non-small business claiming 25 percent California certified SB 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 25 percent of the net bid price with one or more California certified SBs. Each listed certified SB/MB must perform a commercially useful function in the performance of the Agreement as defined in GC Section 14837(d)(4).

- a. The required list of California certified SB contractors must be provided on Attachment 6, Bidder Declaration (Written) (GSPD-05-105) 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 shipped, 5) and the dollar amount or percentage of the net bid price (as specified in the solicitation) per subcontractor.

- b. In granting the Non-Small Business Preference, no bid price will be reduced. This preference cost adjustment is for bid evaluation purposes only and does not alter the actual cost offered by the Bidder. The Non-Small Business Preference is computed from the lowest responsive and responsible bid price.
- c. A non-small business is defined as a responsive, responsible bidder that is not certified by the DGS OSDS as an SB/MB enterprise.

EXHIBIT A—SCOPE OF WORK

I. DESCRIPTION OF SERVICES

1. Contractor shall provide the Department of Developmental Services (Department) with high-level specialized in-person interpreting services in American Sign Language (ASL) for meetings and complex communication assignments, on an as-needed basis as described herein.
2. Contractor shall support communication access for Deaf, DeafBlind, Deaf Disabled, Hard of Hearing, and Late-Deafened (DDBDDHLD) individuals.
3. Contractor shall provide services to applicants, employees, and participants in job-required activities, including but not limited to internal employee meetings, public meetings, trainings, conferences, and sight translation assignments.

II. CONTRACTOR RESPONSIBILITIES:

A. Service Provision

1. The Contractor shall provide in-person certified ASL interpreting services on an as-needed basis. The Contractor shall use a Certified and/or Deaf Interpreter (CDI/DI) for sight translations services.
2. The communication modes for services provided may include, but are not limited to, American Sign Language (ASL), Trilingual Services (ASL, English, and other language), Oral Communication, ProTactile, Tactile or Close Vision Communication, Lip-reading, sight translation (documents and web-based content) and Voice to Text Services, which provide spoken or signed communication in English text format, or by any such means as may be required to provide language access to persons who are DDBDDHLD.

B. Staffing Requirements

1. The Contractor shall provide master-level ASL interpreters and shall consider specialized assignments based on the specific needs of each request. The interpretation must convey the full message, including concepts, tone, and intent with minimal omissions or additions. Interpreter's skill level should match the complexity of the request, including, but not limited to, presentations interpreting, voicing interpreting, or other specialized communication access needs.

2. Special attention to detail shall be reviewed and applied in the fulfillment of all requests.

C. Operational Requirements

1. The Contractor shall be in business for the primary purpose to provide sign language interpreting services for persons who are DDBDDHHLD.
2. Contractor shall provide, maintain, and ensure proper functioning of any equipment necessary to deliver services.
3. Contractor shall ensure continuous and uninterrupted service delivery.

III. SERVICE REQUEST REQUIREMENTS

1. The Department will request an ASL interpreter at minimum 72 hours in advance, when possible.
2. For requests submitted at least 72 hours in advance, the Contractor shall confirm interpreter availability in writing within 48 hours of receipt of the request.
3. If the Contractor is unable to fulfill the request, the Contractor shall notify the Department in writing within 48 hours of receipt of the request.
4. For requests submitted less than 72 hours in advance, including same-day or expedited requests, the Contractor shall make reasonable efforts to secure an interpreter and confirm availability or inability to fulfill the request as soon as possible.

IV. MULTIPLE INTERPRETER ASSIGNMENTS

1. Contractor shall provide two interpreters for assignments exceeding one hour, as needed for breaks and longer assignments.
2. Contractor shall assign additional interpreters upon request to ensure service quality and continuity.

V. LOCATION OF SERVICES

Contractor shall provide in-person services throughout the State of California as required by the Department.

Sacramento, greater Los Angeles, and Fresno are the most common locations needing coverage by the Contractor.

VI. SERVICE AVAILABILITY

1. Contractor shall provide in-person services Monday through Friday, 8:00 a.m. to 5:00 p.m. Pacific Time.
2. Contractor shall provide services outside standard business hours, including weekends and extended hours, when required by the Department, excluding State-observed holidays. Current State-observed holidays are New Year's Day, Martin Luther King, Jr. Day, Presidents' Day, Farmworkers Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day as outlined in the California Department of Human Resources website: StateHolidays.ca.gov

VII. INTERPRETER QUALIFICATIONS

1. Contractor shall certify and provide a copy of one of the following certifications for each interpreter under this Agreement to meet the minimum qualifications.

Acceptable Registry of Interpreters for the Deaf (RID) Certifications

- National Interpreter Certification (NIC) Advanced
- National Interpreter Certification (NIC) Master
- Certified Deaf Interpreter (CDI)

Acceptable Legacy Certifications (No Longer Issued – Still Valid)

- Specialist Certificate: Legal (SC:L)
- Certificate of Interpretation (CI)
- Certificate of Transliteration (CT)
- National Association of the Deaf (NAD) Level IV
- National Association of the Deaf (NAD) Level V

2. The following credentials **do** satisfy the Department's minimum qualification needs for **rank-and-file staff and/or interns** and do **not** satisfy the Department's minimum qualification needs for **Executive-level staff**.
 - NAD Level III

3. The following credentials do **not** satisfy the Department's minimum qualification requirement:
 - Uncertified Interpreters
 - Educational Interpreter Performance Assessment (EIPA) score below 4.0

The Educational Interpreter Performance Assessment (EIPA) is an assessment instrument used to evaluate interpreters in K–12 educational settings and is not a professional interpreting certification. Because it is designed specifically for educational environments involving children, it is not considered equivalent to RID certification. However, if an EIPA credential is presented for consideration in an educational setting, the interpreter shall have achieved a minimum score of **4.0**.

4. Contractor shall prioritize assignment of interpreters holding National Association of the Deaf (NAD) Level IV or above certification for each request. If such interpreters are not available, Contractor shall assign the highest-qualified available interpreter meeting RID certification requirements.
5. Contractor shall ensure assigned interpreters demonstrate proficiency in professional-level ASL–English interpretation and sight translation, as required for the assignment.
6. Contractor shall ensure that assigned interpreters are familiar with Department terminology and possess an understanding of the communities served by the Department. The Department will share meeting materials in advance of the assignment where possible. Any materials shared should be treated as confidential and not shared with any outside parties.
7. Dress code: The Department shall advise the Contractor when there are dress code requirements for a specific assignment. Absent direction from the Department, assigned ASL interpreters shall exercise care when choosing clothing and present themselves professionally and in an unobtrusive manner.

VIII. STANDARD NOTIFICATION OF CANCELLATIONS/BILLING RATE

1. Contractor shall not bill for cancellation of services if the Department notifies the Contractor of the cancellation at least 24 hours prior to the assignment date and time.

2. The Department shall make every effort to notify the Contractor at least 48 hours in advance should a scheduled request be cancelled. If a cancellation is given to the Contractor with less than 24 hours' notice, the Department may be charged 50% for the scheduled time. If the Department has not received an interpreter confirmation email from the Contractor at the time of cancellation, the Department shall not incur any billing.

IX. DISQUALIFICATION OF SIGN INTERPRETERS

1. The Department may, at its election, request a replacement interpreter if an assignment is not satisfactory to meet its needs. If the Department exercises this option and replacement sign language interpreter(s) cannot be provided in a timely manner for the originally scheduled assignment, the Department may elect to cancel the request at no charge.
2. If Contractor fails to fill interpreter requests ("no fill") more than five times within an Agreement year, the Department may consider this a material breach and grounds for cancellation of the Agreement. The Department reserves the right to determine whether circumstances warrant cancellation.

X. CONTACTS

Direct all scheduling inquiries to:

Department	Contractor: TBD
Name:	Name:
Title:	Title:
Address:	Address:
Phone:	Phone:
Email:	Email:

Either party may provide updated contact information by giving written notice to the other party. Said changes shall not require an amendment to this Agreement.

EXHIBIT B—BUDGET DETAIL AND PAYMENT PROVISIONS

I. INVOICING AND PAYMENT

For services satisfactorily rendered and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified in Attachment 3 – Cost Worksheet. The Proposer will be paid in arrears within 45 days of receipt of an approved invoice. The invoice shall be submitted via email monthly, no later than the 11th day of the following month.

Invoices must be submitted via email to: TBD

II. BUDGET CONTINGENCY CLAUSE

It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either: cancel this agreement with no liability occurring to the State or offer an agreement amendment to Contractor to reflect the reduced amount.

III. PROMPT PAYMENT CLAUSE

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

IV. TAXES

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

V. TRAVEL AND PER DIEM

If travel is a reimbursable item, necessary travel expenses and per diem rates must not exceed the rates specified by the California Department of Human Resources (CalHR) for comparable classes of state employees. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State.

If air travel is allowed, "claims for transportation by scheduled airline shall be allowed at the lowest fare available in conformity with the regular tariffs for scheduled airlines in effect on the date the flight originated. Claims for reimbursement of higher fares or extra charges for transportation by scheduled airline may be allowed if accompanied by a full explanation stating the facts constituting the official necessity."

EXHIBIT C—GENERAL TERMS AND CONDITIONS

The General Terms and Conditions (GTC 02/2025) will be included in the contract by reference to web site <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>.

EXHIBIT D–SPECIAL TERMS AND CONDITIONS**I. CONTRACTOR OVERPAYMENTS**

If it is determined that an overpayment has been made to the Contractor, the State will seek recovery immediately upon discovery of the overpayment by: (a) requesting in writing that Contractor refund the overpayment amount within 30 days after receipt of notice; or (b) offsetting subsequent Contractor payments by the amount of the overpayment if Contractor repayment is not received within 30 days from the date of notice.

II. ACCOUNTING REQUIREMENTS

Contractor shall establish an accounting system using generally accepted accounting principles that will provide information for reports to the State and which will provide documentation for the fiscal activities of the organization related to this agreement. The accounting system must include adequate cost accounting procedures that will provide accurate costing for contractual amendments, and for any other costs incurred which relate to payment claimed by Contractor.

III. INSURANCE REQUIREMENTS

Contractor shall have and maintain throughout the entire term of this agreement or any extension thereof insurance appropriate to the work to be performed, providing coverage during any performance by the Contractor under this agreement. This insurance shall be for general liability and/or professional liability and/or any other form as may be proper in the industry in which the Contractor is performing under this agreement.

Contractor agrees that the liability insurance herein provided for shall be in effect at all times during the term of this agreement. If insurance coverage expires at any time during the term of this agreement, Contractor agrees to provide, at least 30 days before said expiration date, a new Certificate of Insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the 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 Contractor agrees that no work or services shall be performed prior to such approval. The State may, in addition to any other remedies it may have, terminate this agreement upon the occurrence of such event.

Certificate(s) of insurance must include the following general provisions stating:

The Contractor shall comply with all the requirements outlined in Insurance Requirements and General Provisions. No payments will be made under this agreement until contractor fully complies with all requirements.

Coverage Term – Coverage needs to be in force for the complete term of the Agreement. If insurance expires during the term of the Agreement, a new certificate must be received by the State at least 10 days prior to the expiration of this insurance. Any new insurance must comply with the original terms of the Agreement.

Policy Cancellation or Termination & Notice of Non-Renewal – The Contractor is responsible to notify the State within five business days of any cancellation, non-renewal, or material change that affects required insurance coverage. Certificates of Insurance are subject to the approval of the Department of General Services (DGS) and the Contractor agrees no work or services will be performed prior to obtaining such approval. In the event the Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this agreement upon the occurrence of such event, subject to the provisions of this agreement.

Premiums, Assessments and Deductibles – The Contractor is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within their insurance program. DDS will not be responsible for any premiums or assessment on the policy.

Primary Clause – Any required insurance contained in this agreement shall be primary, and not excess or contributory, to any other insurance carried by the State.

Insurance Carrier Required Rating – All insurance companies must carry an AM Best rating of at least “A_” with a financial category rating of no lower than VII. If the Contractor is self-insured for a portion or all of its insurance, review of financial information including letter of credit may be required.

Endorsement – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.

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

Subcontractors – In the case of the Contractor’s utilization of subcontractors to complete the contracted scope of work, the Contractor shall include all subcontractors as insureds under the Contractor’s insurance or supply evidence of subcontractor’s insurance to the State equal to policies, coverages and limits required by Contractor.

Available Coverage/Limits – All coverage and limits available to the Contractor shall also be available and applicable to the State.

Satisfying an SIR – All insurance required by this agreement must allow the State to pay and/or act as the Contractor's agent in satisfying any self-insured retention (SIR). The choice to pay and/or act as the Contractor's agent in satisfying any SIR is at the State's discretion.

IV. COMMERCIAL GENERAL LIABILITY INSURANCE

The Contractor shall maintain general liability on an occurrence form with limits not less than \$1 million per occurrence for bodily injury and property damage liability combined with a \$2 million annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured agreement. This insurance shall apply separately to each insured against whom claim is made, or suit is brought subject to the Contractor's limit of liability. The policy shall include the State of California, its officers, agents, employees, and servants as additional insured. The additional insured endorsement must be provided.

V. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

The Contractor shall maintain statutory workers' compensation insurance issued and shall furnish to DDS a certificate of insurance evidencing workers' compensation insurance and employer's liability for all its employees who will be engaged in the performance of the Agreement. In addition, employer's liability limits of \$1 million are required. By signing this agreement, the Contractor acknowledges compliance with these regulations. A Waiver of Subrogation or Right to Recover endorsement in favor of the State of California, Department of Developmental Services must be attached to the certificate.

VI. AUTOMOBILE LIABILITY

Contractor shall maintain motor vehicle liability with limits not less than \$1 million combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired, and non-hired motor vehicles. Should the scope of the Agreement involve transportation of hazardous materials, evidence of an MCS-90 endorsement or its equivalent is required. **The policy must name the State of California, its officers, agents, employees and servants as additional insured, but only in respect to work performed under the Agreement.**

If Contractor will not have any commercially owned vehicles used during the life of this agreement, by signing this agreement, the Contractor certifies that the Contractor and any employees, subcontractors, or servants possess valid automobile coverage in accordance with California Vehicle Code Sections 16450 to 16457, inclusive. The State reserves the right to request proof at any time.

VII. SUBCONTRACTING

Nothing contained in this agreement or otherwise shall create any contractual relationship between the State and any subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

VIII. CONTRACTOR RESOURCE LEVELS, REPORTING REQUIREMENTS, STANDARDS

Contractor shall meet all the contractual requirements listed herein. Contractor shall provide all labor, materials, supplies, and equipment necessary to perform fully, all responsibilities required by this agreement in accordance with the Contract Manager's directions.

Contractor further agrees that its performance of work, services, materials, equipment, and supplies under this agreement shall conform to the professional standards generally accepted in the relevant industry.

IX. COOPERATION WITH THE STATE, OTHER CONTRACTORS

Services provided under this agreement shall be performed by Contractor in a manner that will not disrupt the operational needs of the State.

Contractor shall cooperate and coordinate with the Department of Developmental Services and the facility administration in performing all work.

Contractor shall cooperate with other state contractors who may be engaged in the same or related agreements. Contractor shall also cooperate with a successor Contractor.

X. LOSS LIABILITY

The State is not responsible for Contractor's losses on State property, or otherwise, caused by any reason.

XI. PROTECTION OF STATE PROPERTY

All buildings, appurtenances, and furnishings shall be protected by Contractor from damage caused by work performed under this agreement.

Such damages to the foregoing, upon approval by the State, shall be repaired and/or replaced at Contractor's expense by State approved methods, to restore the damaged areas to their original condition.

Contractor shall ensure that its employees will exercise all necessary caution to avoid any injury to persons or any damage to property.

XII. LIABILITY FOR LOSS AND DAMAGES

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

XIII. LICENSES AND PERMITS

In the event any license(s) and/or permit(s) expire at any time during the term of this agreement; the Contractor agrees to provide DDS a copy of the renewed license(s) and/or permit(s) within 30 days following the expiration date. In the event the Contractor fails to keep in effect at all times all required license(s) and permit(s), DDS may, in addition to any other remedies it may have, terminate this agreement upon occurrence of such event.

XIV. STAFF REPLACEMENTS

The Contractor will be required to obtain prior approval from DDS Project Representative before changing named project personnel. When changing or substituting named key personnel (including Project Manager, Fiscal Manager, subcontractors, etc.), the Contractor must obtain prior approval from DDS Project Representative and formal amendment approved by the Department of General Services. The substitute personnel shall meet or exceed the qualifications and experience level of the previously assigned project staff/personnel. The Contractor shall notify in writing within 14 calendar days of the event and shall provide a reason for replacement. DDS shall not compensate the Contractor for any time or effort required to prepare new staff for work on the project. In addition, Contractor must recover and return any State-issued identification card provided to the Contractor's employee(s) upon their departure or termination.

XV. OWNERSHIP OF MATERIALS

Notwithstanding whether or not it may be the subject of a patent or a copyright and/or whether or not it is tangible or intangible or intellectual, all products, deliverables, or any like items that are produced, created, developed, or the like, during the term of this agreement shall immediately become the sole and complete property of the State upon their creation. The only exception will be products developed by Contractor and

copyrighted prior to Contractor's work on this agreement. Contractor cannot make reproduction of the Agreement products without the express written approval by the DDS Project Representative.

XVI. WEAPONS

Contractor expressly agrees that it will not permit any of its employees or subcontractors to carry any weapons onto state property. Contractor further expressly agrees that it will be solely responsible for any acts of its employees while on state property. Contractor also states that it has read Penal Code, Section 171b and understands that it prohibits the carrying of weapons on state property.

XVII. CLIENT CONFIDENTIALITY

No reports, information, inventions, improvements, discoveries, or data obtained, repaired, assembled, or developed by the Contractor pursuant to this Contract shall be released, published, or made available to any person (except to the State) without prior written approval from the State.

Contractor by acceptance of this Contract is subject to all of the requirements of California Civil Code sections 1798, et seq., regarding the collection, maintenance, and disclosure of personal and confidential information about individuals.

All information and records regarding any client obtained in the course of providing services under this agreement shall be confidential in accordance with Welfare and Institutions Code, Sections 5328 and 4514, et seq.

XVIII. CONFIDENTIALITY OF DATA

All financial, statistical, personal, technical, and other data and information relating to the State's operations, that is designated confidential by the State and made available to Contractor in order to carry out this agreement, or which become available to Contractor in carrying out this agreement, shall be protected by Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in Contractor's possession, is

independently developed by Contractor outside the scope of this agreement or is rightfully obtained from third parties.

XIX. MEDIA COORDINATION

Contractor agrees they will not conduct any independent media outreach related to this contract and the work conducted under this contract without first coordinating with DDS' Office of Public Affairs for review and approval of any proposed print, broadcast, and/or social media content.

XX. AMENDMENTS

DDS reserves the right to amend this agreement under circumstances that include but are not limited to when additional funds beyond the amount anticipated and additional labor hours are required. An amendment is of no force or effect until signed by both parties and, if required, approved by the Department of General Services (DGS) Office of Legal Services (OLS).

EXHIBIT E–ADDITIONAL TERMS AND CONDITIONS

I. RIGHT TO TERMINATE

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

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

Upon receipt of a notice of termination, Contractor shall take such steps as are reasonably necessary to prepare to terminate its operations on the date specified in the notice of termination or any extension thereof.

II. RESOLUTION OF AGREEMENT DISPUTES

Should any questions or conflicts arise regarding the interpretation or performance of the Agreement, an attempt shall be made by the Contractor and the Contract Manager responsible for the Agreement to discuss and resolve the matter.

If resolution is not reached, the Contractor shall notify the Deputy Director of Administration (DDA) or the Administrative Services Director (ASD), whichever is appropriate, in writing of the dispute within 15 days of the discussion between the Contractor and the Contract Manager. In the event of a dispute, the language contained in this agreement shall prevail over any other language, including that of the solicitation.

Any dispute concerning interpretation or performance of this agreement shall be decided by the DDA or ASD, who shall state the factual basis for their decision in writing and shall serve a copy of the decision on the Contractor. The DDA/ASD decision shall be rendered within 30 days of receipt of a dispute submitted by the Contractor.

In the event the State terminates this agreement, the State may procure, upon such terms and such manner as the Contract Manager may deem appropriate, supplies or services similar to those terminated, and the Contractor shall be liable to the State for any excess costs reasonably incurred for such supplies or services similar to those terminated. In the event of a termination for default, Contractor shall be paid at the rate specified in the Agreement for the period of satisfactory performance prior to the effective date of cessation of work as provided in the notice of termination.

III. HIRING CONSIDERATIONS

If the Contract amount is in excess of \$200,000, the Contractor shall be required to give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code section 11200.

IV. DVBE PARTICIPATION REPORTING AND WITHHOLD

Upon contract completion the prime contractor will complete the STD 817 (Prime Contractors DVBE Subcontracting Report). The STD 817 form will be completed by the prime contractor in accordance with Military and Veterans Code (MVC), subdivision (d), section 999.5.

In accordance with MVC, section 999.7, DDS shall withhold ten thousand dollars (\$10,000) from the final payment, or the full final payment if less than ten thousand dollars (\$10,000), until a prime contractor complies with the certification requirements of MVC, subdivision (d) of Section 999.5. A prime contractor that fails to comply with the certification requirement shall, after notice, be allowed to cure the defect.

Notwithstanding any other law, if, after at least 15 calendar days but not more than 30 calendar days from the date of notice, the prime contractor refuses to comply with the certification requirements, DDS shall permanently deduct ten thousand dollars (\$10,000) from the final payment, or the full payment if less than ten thousand dollars (\$10,000).

V. SEXUAL HARASSMENT POLICY

In accordance with and in addition to Article 10 of the Standard Terms and Conditions, Exhibit C, DDS requires all contractors to comply with DDS' policy on sexual harassment. This policy is attached. The Contractor is responsible for reviewing it with all applicable employees and requiring their strict adherence to this policy (Supplements Article 10, Exhibit C, General Terms and Conditions).

VI. EXECUTIVE ORDER N-6-22 – RUSSIAN SANCTIONS—AGREEMENT

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals.

“Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement.

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

VII. HEALTH AND SAFETY

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

VIII. DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PARTICIPATION REPORTING

If for this agreement contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then 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.

The required report, STD 817, is at this link: [Prime Contractor's Certification - DVBE Subcontractor Report](#). [SB 588 Chapter 80](#) requires an awarding department to withhold \$10,000, or the full payment if it is less than \$10,000, from the final payment on an agreement until certification is received by the awarding department regarding DVBE participation and payment. It also requires the awarding department to give the prime contractor that fails to meet those certification requirements 15 to 30 calendar days to cure the defect. If not, the final payment is permanently deducted. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation—Military and Veterans Code (MVC) Section 999.5 (d).

IX. SUBSTITUTION OF DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) SUBCONTRACTORS

Contractor understands and agrees that, should award of this agreement be based in part on their commitment to use the Disabled Veteran Business Enterprise (DVBE) subcontractor(s) identified in their bid or offer, per Military and Veterans Code (MVC) Section 999.5 (e), a DVBE subcontractor may only be replaced by another DVBE subcontractor and must be approved by DDS and the Department of General Services

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

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

X. SERVICE STANDARDS

Contractor agrees to comply with all state and federal laws and regulations which are applicable to the services to be provided under this agreement. In the course of providing such services, Contractor agrees to treat all people with developmental disabilities in a manner that assures their safety, health, rights, dignity, and privacy as specified in Welfare and Institutions Code, Section 4500; California Code of Regulations, Title 17, Subchapters 5 and 8 and Title 22, Code of Regulations, Sections 70707, 72527, and 76525.

EXHIBIT F - SEXUAL HARASSMENT PREVENTION POLICY

DEPARTMENT OF DEVELOPMENTAL SERVICES

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Title: SEXUAL HARASSMENT PREVENTION POLICY

Effective: May 28, 2024

Authority: California Fair Employment and Housing Act; Title VII of the Civil Rights Act of 1964

DocuSigned by:
Carla Castaneda for
DEPARTMENT OF DEVELOPMENTAL SERVICES

May 28, 2024

NANCY BARGMANN, Director Date

Department of Developmental Services

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I. SEXUAL HARASSMENT PREVENTION POLICY DIRECTIVE

Policy

The Department of Developmental Services (DDS) is committed to providing a safe work environment where all employees are treated respectfully and professionally. Consistent with this commitment, it is the policy of DDS to prohibit any form of sexual harassment. This sexual harassment prevention policy, which aligns with DDS' Equal Employment Opportunity policy, applies to all employees (including applicants for employment, volunteers, interns, contractors, and other categories under state and federal law) and extends to conduct in connection with an employee's work, even when the conduct takes place away from DDS' premises, such as during business-related travel or off-site functions, including telework, that employees may attend as part of their duties. DDS adopts and maintains this sexual harassment prevention policy to prevent sexually harassing conduct in the workplace and encourage professional and respectful behavior among its employees. All employees are required to comply with this policy.

DDS may take appropriate corrective or disciplinary action, up to and including dismissal, against any employee found to have violated this policy.

Departmental Standard

DDS prohibits any form of sexual harassment, which includes harassment based on a person's sex/gender, gender identity, gender expression, or sexual orientation.

DDS is committed to ensuring compliance with this policy with respect to all benefits of employment, including recruitment, hiring, placement, promotion, transfer, employee discipline, pay and other forms of compensation, training, and general treatment during employment.

Employee Rights

- The right to a work environment free of discrimination, harassment, and retaliation.
- The right to file a complaint alleging a violation of this policy against a co-worker, supervisor, manager, vendor, or contractor.
- The right to file a complaint of retaliation based on participation in a protected activity against a co-worker, supervisor, manager, vendor, or contractor.
- The right to a prompt, thorough, and impartial investigation of alleged violations of this policy by a trained DDS representative or designee.
- The right to be advised of the outcome of an investigation.
- The right to file a complaint directly with the California Civil Rights Department (CRD), the federal Equal Employment Opportunity Commission (EEOC), or other appropriate state or federal agencies.

Retaliation Prohibited

This policy prohibits DDS employees from engaging in any act of retaliation against individuals who claim a violation of this policy, pursue such a claim, cooperate in the investigation of such claims, or who seek to enforce this policy. Any individual engaging in retaliation against a DDS employee in violation of this policy shall be subject to appropriate corrective or disciplinary action, up to and including dismissal, regardless of job level or classification.

II. CONDUCT PROHIBITED BY THIS POLICY

Sexual Harassment

As used in this policy, sexual harassment is defined as harassment based on a person's sex/gender (including pregnancy, childbirth, breastfeeding, or related medical conditions), gender identity, gender expression, or sexual orientation. Sexual harassment includes, but is not limited to, unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities, verbal or physical conduct of a sexual nature, or verbal or physical conduct based on sex. Sexually harassing conduct does not need to be motivated by sexual desire to constitute a violation of this policy.

Individuals of any gender can experience sexual harassment, and the recipient of harassment does not need to be someone of a different gender or sex than the harasser. In addition, a person may experience sexual harassment even if they are not the target of the harassment. Anyone affected by conduct defined in this policy may experience sexual harassment.

Sexual harassment is categorized into two types:

1. **Quid Pro Quo** (Latin for "this for that"): When someone conditions a job, promotion, work benefit, or any term or condition of employment on another person enduring or submitting to conduct of a sexual nature. For example, offering a promotion in exchange for sexual favors. In a quid pro quo scenario, the submission to or rejection of the conduct is used as the basis for employment-related decisions.
2. **Hostile Work Environment**: When sexually harassing conduct unreasonably interferes with a person's work performance and/or creates an intimidating, hostile, or offensive work environment. You may experience sexual harassment and the effects of a hostile work environment even if the sexually harassing conduct was not directed at you.

Examples of behavior prohibited by this policy include, but are not limited to:

- Any behavior that is sexual nature or that sexualizes the workplace.
- Making demands for sexual favors in exchange for employment benefits, whether express or implied.
- Unwelcome sexual advances, flirtation, or teasing.
- Sending sexually suggestive or obscene letters, invitations, notes, e-mails, voice mails, or gifts.

- Making unwelcome comments about sex, gender, gender identity, or sexual orientation, including slurs, jokes, remarks, or epithets, even if the comments are not sexual in nature.
- Leering or making obscene, vulgar, or sexual gestures, including whistling or staring at someone in an offensive or sexually suggestive manner.
- Making unwelcome comments about a person's physical appearance, clothing, or body that are sexual in nature. Examples include describing someone as "sexy," "hot," having an "amazing body," etc.
- Deliberate, unwelcome physical contact or impeding or blocking a person's movement.
- Pressure for sex or pressure for dates, including situations that began as reciprocal relationships and later ceased to be reciprocal.
- Repeatedly asking a person to socialize outside of work when the person has previously said "no" or has not shown interest, including acts of retaliation following a negative response.
- Bringing into the workplace and displaying or distributing in any form sexually suggestive or derogatory objects, pictures, cartoons, posters, or other items, even if the material is not accessible to other staff.

A person that experiences sexual harassment is not required to first express in any way to the individual(s) engaged in the conduct that their behavior is unwelcome in order to constitute a violation of this policy.

Retaliation

As used in this policy, retaliation is defined as any adverse employment action taken against an employee because the employee engaged in activities protected under this policy. Protected activities include, but are not limited to, reporting or assisting in reporting suspected violations of this policy and cooperating in investigations or proceedings arising out of alleged violations of this policy.

An "adverse employment action" is conduct or action that materially affects the terms and conditions of the employee's employment status or is reasonably likely to deter the employee from engaging in protected activity. Even actions that do not result in a direct loss of compensation may be regarded as an adverse employment action.

Examples of retaliation may include the following: demotion; suspension; reduction in pay; denial of a merit salary increase; failure to hire or consider for hire; refusing to promote or consider for promotion; harassing another employee; denying employment opportunities; changing an employee's work assignments; denying an accommodation; refusing to communicate with an employee when otherwise required by job duties; or excluding an employee from job-related activities.

III. RESPONSIBILITIES OF SUPERVISORS AND MANAGERS

Supervisors and managers are responsible for setting the tone to promote a work environment that is free from sexual harassment.

Supervisors and managers are required to:

- Adhere to and enforce this policy.
- Foster a culture of respect and professionalism in the workplace.
- Not engage in, condone, tolerate, or leave uncorrected conduct that violates this policy.
- Take immediate and appropriate corrective action to prevent future conduct that may violate this policy and document measures taken.

Supervisors and managers who reasonably suspect a potential violation of this policy are required to immediately report the matter to their manager and to DDS' EEO Officer in the Office of Human Rights and Advocacy Services (OHRAS) or a worksite EEO coordinator. Failure by a supervisor or manager to take immediate and appropriate action to address potential violations of this policy may result in appropriate corrective or disciplinary action, up to and including dismissal, regardless of job level or classification.

IV. RESPONSIBILITIES OF EMPLOYEES

All DDS employees shall adhere to this policy and shall not engage in any form of sexual harassment. Employees have a responsibility to promptly report conduct that may violate this policy as soon as possible after an alleged incident occurs. Failure by employees to promptly report conduct that may violate this policy may result in appropriate corrective or disciplinary action.

There is no chain of command when reporting suspected policy violations. An individual does not need supervisor or manager approval to report a potential violation of this policy. If the alleged offender is the employee's supervisor or manager, the employee should report the conduct to any other supervisor or manager, DDS' OHRAS, or a worksite EEO Coordinator.

Employees are required to:

- Adhere to this policy.
- Conduct themselves in a respectful and professional manner.
- Immediately report conduct that may violate this policy regardless of the degree to which they may be involved.
- Cooperate fully with DDS' investigation of complaints alleging a violation of this policy, including but not limited to, participating in all investigative interviews.

V. MANDATED HARASSMENT PREVENTION TRAINING

All DDS employees shall complete harassment prevention training once every two years as mandated by Government Code section 12950.1.

VI. THE COMPLAINT PROCESS

Anyone can file a complaint alleging a violation of this policy. A sexual harassment complaint may be brought forward orally, either in person or over the phone, or in writing. Written complaints can be made using DDS' EEO Discrimination Complaint Form, DS 312, which is available on DDS' intranet. Employees may file a complaint with DDS within 365 days of the alleged harassing event. OHRAS shall document and track progress on all complaints filed.

The following process applies when a sexual harassment complaint is filed:

- An intake review of the complaint shall be completed to determine whether the alleged conduct implicates an activity defined in this policy, and whether an investigation is warranted.
- If an investigation is warranted, a trained EEO/workplace investigator shall be assigned to complete a prompt, thorough, and impartial investigation.

Interviews of the complainant (i.e., the person bringing forward the concerns), applicable witnesses, and the respondent (i.e., the person against whom allegations have been made) may be conducted, as well as a review of relevant documents and other available evidence.

- If an investigation is warranted, a written report of findings shall be prepared for review by DDS' EEO Officer, Office of Legal Affairs, and the Chief Deputy Director-Operations or designee.
- If an investigation substantiates allegations of a violation of this policy, the Chief Deputy Director-Operations or designee shall refer the report to the employee's management for appropriate remedial, corrective, or disciplinary action.

OHRAS shall review all complaints received to determine whether a complaint alleges a violation of this policy. OHRAS' review may include consultation with other divisions to determine appropriate action to be taken and may result in the referral of complaints to other divisions when the allegations fall outside the scope of this policy. If a complaint falls under this policy, DDS and/or its designee shall investigate the facts and circumstances of any alleged violation, where appropriate. In the event DDS determines that an investigation is not warranted based on the circumstances of a complaint, DDS shall take other appropriate, effective action on a case-by-case basis to address concerns that are brought forward. Even in the absence of a formal complaint, DDS may initiate an investigation where it has reason to believe that an employee may have violated this policy. Moreover, even where a complainant conveys a request to withdraw their initial complaint, DDS may continue its investigation to ensure that the workplace is free from harassment and retaliation as defined in this policy. DDS shall also evaluate anonymous complaints and, where appropriate, investigate or take other effective action on a case-by-case basis. The method and level of the investigation, if applicable, may vary according to the details provided in the anonymous complaint.

While the investigative process is treated as confidential, the confidentiality of the complaint under this policy cannot be guaranteed. DDS' investigations of alleged policy violations include interviewing employees and reviewing evidence, which may result in the disclosure of information relating to the facts and/or witnesses during the course of an investigation.

All employees shall cooperate fully with any investigation of alleged violations of this policy. This includes, but is not limited to, reporting for investigative interviews, truthfully and thoroughly answering questions and/or providing statements, furnishing documents and other evidence requested by the investigator, and maintaining confidentiality during ongoing investigations. Failure by employees to cooperate fully with any investigation of alleged violations of this policy may result in appropriate corrective or disciplinary action, up to and including dismissal, regardless of job level or classification.

VII. DISSEMINATION AND ACKNOWLEDGEMENT OF POLICY

This policy shall be disseminated department-wide to all DDS employees through posting on the DDS' intranet and emailed to all staff at the time of enactment. This policy shall be available for review in the OHRAS and Personnel offices. This policy shall be distributed to all employees as part of harassment prevention training mandated by Government Code section 12950.1.

This policy shall be made available in alternate formats upon request.

VIII. FILING COMPLAINTS OUTSIDE OF DDS

Filing a complaint with DDS provides the organization with an opportunity to address concerns promptly at the lowest level and remedy the situation. However, all employees may also file a complaint directly with the following entities at any time:

California Civil Rights Department

2218 Kausen Drive, Suite 100

Elk Grove, CA 95758

(800) 884-1684 (voice), (800) 700-2320 (TTY), or California's Relay Service at 711

<https://www.cacivilrights.ca.gov>

U.S. Equal Employment Opportunity Commission

450 Golden Gate Avenue 5 West

P.O. Box 36025

San Francisco, CA 94102-3661

(800) 669-4000 or (510) 735-8909 (deaf/hard-of-hearing callers only)

<http://www.eeoc.gov/employees>

Each agency has its own rules for accepting and processing complaints. Employees may follow up with the above-mentioned agencies prior to filing a complaint to learn more about their respective processes and requirements.

Questions regarding this policy should be directed to:

Office of Human Rights and Advocacy Services

(916) 654-1888, ohras@dds.ca.gov

EXHIBIT G
CONFIDENTIALITY AND INFORMATION SECURITY REQUIREMENTS
FOR CONTRACTS NOT REQUIRING A HIPAA BUSINESS ASSOCIATE
AGREEMENT (BAA)

This Confidentiality and Information Privacy and Security Requirements Exhibit (For Non-HIPAA/HITECH Act Contracts) ("this Exhibit") sets forth the information privacy and security requirements Contractor is obligated to follow with respect to all personal, confidential, and sensitive information ("PCSI") (as defined herein) disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on **behalf** of the California Department of Developmental Services ("DDS"), pursuant to Contractor's agreement with DDS. DDS and Contractor desire to protect the privacy and provide for the security of DDS's PCSI pursuant to this Exhibit and in compliance with state and federal laws applicable to DDS.

I. Order of Precedence: With respect to information privacy and security requirements for DDS's PCSI, the terms and conditions of this Exhibit shall take precedence over any conflicting terms or conditions set forth in any other part of the agreement between Contractor and DDS, including Exhibit A (Scope of Work), all other exhibits and any other attachments, and shall prevail over any such conflicting terms or conditions.

II. Effect on lower tier transactions: The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, and the information privacy and security requirements Contractor is obligated to follow with respect to DDS's PCSI disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on behalf of DDS, pursuant to Contractor's agreement with DDS. When applicable, the Contractor shall incorporate the relevant provisions of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.

III. Definitions: For purposes of the agreement between Contractor and DDS including this Exhibit, the following definitions shall apply:

A. Breach:

"Breach" means, including but not limited to:

1. the unauthorized acquisition, access, use, or disclosure of DDS's PCSI in a manner which compromises the security, confidentiality, or integrity of the information; or
2. the same as the definition of "breach of the security of the system" set forth in California Civil Code section 1798.29, subdivision(f).

- B. Confidential Information: “Confidential information” means information that:
1. does not meet the definition of “public records” set forth in California Government Code section 6252, subdivision (e), or is exempt from disclosure under any of the provisions of Section 6250, et seq. of the California Government Code or any other applicable state or federal laws; or
 2. is contained in documents, files, folders, books or records that are clearly labeled, marked or designated with the word “confidential” by DDS.
- C. Disclosure: “Disclosure” means the release, transfer, provision of, access to, or divulging in any manner of information outside the entity holding the information.
- D. PCSI: “PCSI” means “personal information,” “confidential information,” and “sensitive information” (as these terms are defined herein).
- E. Personal Information: “Personal information” means information, in any medium (including but not limited to paper, electronic, oral) that:
1. directly or indirectly collectively identifies or uniquely describes an individual; or
 2. could be used in combination with other information to indirectly identify or uniquely describe an individual, or link an individual to the other information; or
 3. meets the definition of “personal information” set forth in California Civil Code section 1798.3, subdivision (a) or
 4. is one of the data elements set forth in California Civil Code section 1798.29, subdivision (g)(1) or (g)(2); or
 5. meets the definition of “medical information” set forth in either California Civil Code section 1798.29, subdivision (h)(2) or California Civil Code section 56.05, subdivision (j); or
 6. meets the definition of “health insurance information” set forth in California Civil Code section 1798.29, subdivision (h)(3); or
 7. is protected from disclosure under applicable state or federal law.

F. Security Incident: “Security Incident” means:

1. an attempted breach; or
2. the attempted or successful unauthorized access, disclosure, modification, or destruction of DDS PCSI, in violation of any applicable state or federal law or in a manner not permitted under the agreement between Contractor and DDS, including this Exhibit; or
3. the attempted or successful modification or destruction of, or interference with, Contractor’s system operations in an information technology system, that negatively impacts the confidentiality, availability, or integrity of DDS’s PCSI; or
4. any event that is reasonably believed to have compromised the confidentiality, integrity, or availability of an information asset, system, process, data storage, or transmission. Furthermore, an information security incident may also include an event that constitutes a violation or imminent threat of violation of information security policies or procedures, including acceptable use policies.

G. Sensitive Information: “Sensitive Information” is information maintained by DDS, which is not confidential by definition, but requires special precautions to protect it from unauthorized access and/or modification (i.e., financial or operational information). Sensitive information may be either public or confidential. Sensitive information is that information, for which disclosure would jeopardize the integrity of DDS.

H. Use: “Use” means the sharing, employment, application, utilization, examination, or analysis of information.

IV. Background check: Before Contractor’s employee or workforce member (collectively “workforce members”) may access DDS PCSI, the Contractor, at its discretion (based on compliance with applicable federal and state laws related to its programs), will conduct a thorough background check of the workforce member and evaluate the results to assure that there is no indication that the workforce member may present a risk for theft of confidential data. The Contractor shall retain each workforce member’s background check documentation for a period of three (3) years following contract termination.

V. Disclosure Restrictions: The Contractor and its employees, agents, and subcontractors shall protect from unauthorized disclosure any DDS PCSI. The Contractor shall not disclose, except as otherwise specifically permitted by the agreement between Contractor and DDS (including this Exhibit). If the Contractor anticipates or wishes to disclose DDS PCSI in a manner not permitted by this agreement, it shall obtain DDS’s

prior written authorization from the DDS Program Contract Manager, unless disclosure is required by State or Federal law.

- VI. Use Restrictions: The Contractor and its employees, agents, and subcontractors shall not use any DDS PCSI for any purpose other than performing the Contractor's obligations under its agreement with DDS.
- VII. Safeguards: The Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the privacy, confidentiality, security, integrity, and availability of DDS's PCSI, including electronic or computerized DDS PCSI. At each location where DDS PCSI exists under Contractor's control. The Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical, and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities in performing its agreement with DDS, including this Exhibit, and which incorporates the requirements of Section VIII, Security, below. Contractor shall provide DDS with Contractor's current and updated policies within five (5) business days of a request by DDS.
- VIII. Security: The Contractor shall take any and all steps reasonably necessary to ensure the continuous security of all computerized data systems containing DDS's PCSI. These steps shall include, at a minimum, complying with all of the data system security precautions listed in the Contractor Data Security Standards set forth in Attachment 1 to this Exhibit.
- IX. Security Officer: At each place where DDS PCSI is located, the Contractor shall designate a Security Officer to oversee its compliance with this Exhibit and to communicate with DDS on matters concerning this Exhibit.
- X. Training: The Contractor shall provide, at a minimum, annual training on its obligations under this Exhibit, at its own expense, to all of its workforce members who assist in the performance of Contractor's obligations under Contractor's agreement with DDS, including this Exhibit, or otherwise use or disclose DDS PCSI. Workforce members shall not begin work or have access to DDS PCSI until they have completed this training.
- A. The Contractor shall require each workforce member who receives training to certify, either in hard copy or electronic form, the date on which the training was completed.
 - B. The Contractor shall retain each workforce member's certifications for DDS inspection for a period of three (3) years following contract termination or completion.

C. Contractor shall provide DDS with its workforce member's certifications within five (5) business days of a request by DDS for the workforce member's certifications.

XI. Employee and Workforce Member Discipline: Contractor shall impose discipline that it deems appropriate (in its sole discretion) on such employees and other Contractor workforce members under Contractor's direct control who intentionally or negligently violate any provisions of this Exhibit.

XII. Breach and Security Incident Responsibilities:

A. Notification to DDS ISO of Breach or Security Incident: The Contractor shall notify the DDS **immediately by telephone call plus email or fax** upon the discovery of a breach (as defined in this Exhibit), **and** within **twenty-four (24) hours by email or fax** of the discovery of any security incident (as defined in this Exhibit), unless a law enforcement agency determines that the notification will impede a criminal investigation, in which case the notification required by this section shall be made to DDS immediately after the law enforcement agency determines that such notification will not compromise the investigation. Notification shall be provided to the DDS Program Contract Manager, the DDS Privacy Officer and the DDS Chief Information Security Officer, using the contact information listed in Section XII(F), below. If the breach or security incident is discovered after business hours or on a weekend or holiday and involves DDS PCSI in electronic or computerized form, notification to DDS shall be provided by calling the DDS Information Security Office at the telephone numbers listed in Section XII(F), below. For purposes of this Section, breaches and security incidents shall be treated as discovered by Contractor as of the first day on which such breach or security incident is known to the Contractor, or, by exercising reasonable diligence would have been known to the Contractor. Contractor shall be deemed to have knowledge of a breach if such breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach, who is a workforce member of the Contractor.

Contractor shall take:

1. prompt corrective action to mitigate any risks or damages involved with the breach or security incident and to protect the operating environment; and
2. any action pertaining to a breach required by applicable federal and state laws, including, specifically, State Administrative Manual (SAM) section 5340, Incident Management, and California Civil Code 1798.82. If Contractor is a state agency it must also take breach actions specified under California Civil Code section 1798.29, subdivision (e).

- B. Investigation of Breach and Security Incidents: The Contractor shall immediately investigate such breach or security incident. As soon as the information is known and subject to the legitimate needs of law enforcement, Contractor shall inform the DDS Program Contract Manager, the DDS Privacy Officer, and the DDS Chief Information Security Officer of:
1. what data elements were involved and the extent of the data disclosure or access involved in the breach, including, specifically, the number of individuals whose personal information was breached; and
 2. a description of the unauthorized persons known or reasonably believed to have improperly used the DDS PCSI and/or a description of the unauthorized persons known or reasonably believed to have improperly accessed or acquired the DDS PCSI, or to whom it is known or reasonably believed to have had the DDS PCSI improperly disclosed to them; and
 3. a description of where the DDS PCSI is believed to have been improperly used or disclosed; and
 4. a description of the probable and proximate causes of the breach or security incident; and
 5. whether Civil Code section 1798.29 or any other federal or state laws, if applicable, requiring individual notifications of breaches have been triggered.
- C. Written Report: The Contractor shall provide a written report of the investigation to the DDS Privacy Officer and the DDS Chief Information Security Officer as soon as practicable after the discovery of the breach or security incident. The report shall include, but not be limited to, the information specified above, as well as a complete, detailed corrective action plan, including information on measures that were taken to halt and/or contain the breach or security incident, and measures to be taken to prevent the recurrence or further disclosure of data regarding such breach or security incident.
- D. Notification to Individuals: If notification to individuals whose information was breached is required under state or federal law, and regardless of whether Contractor is considered only a custodian and/or non-owner of the DDS PCSI, Contractor shall, at its sole expense, and at the sole election of DDS, either:
1. make notification to the individuals affected by the breach (including substitute notification), pursuant to the content and timeliness provisions of such applicable state or federal breach notice laws. Contractor shall inform the DDS Privacy Officer of the time, manner, and content of any such notifications, prior to the transmission of such notifications to the individuals; or

2. cooperate with and assist DDS in its notification (including substitute notification) to the individuals affected by the breach.
- E. Submission of Sample Notification to Attorney General: If notification to more than 500 individuals is required pursuant to California Civil Code section 1798.29 or California Civil Code section 1798.82, and regardless of whether Contractor is considered only a custodian and/or non-owner of the DDS PCSI, Contractor shall, at its sole expense, and at the sole election of DDS, either:
1. electronically submit a single sample copy of the security breach notification, excluding any personally identifiable information, to the Attorney General pursuant to the format, content and timeliness provisions of Section 1798.29, subdivision (e) or Section 1798.82, subdivision (f). Contractor shall inform the DDS Privacy Officer of the time, manner and content of any such submissions, prior to the transmission of such submissions to the Attorney General; or
 2. cooperate with and assist DDS in its submission of a sample copy of the notification to the Attorney General.
- F. DDS Contact Information: To direct communications to the above referenced DDS staff, the Contractor shall initiate contact as indicated herein. DDS reserves the right to make changes to the contact information below by verbal or written notice to the Contractor. Said changes shall not require an amendment to this Exhibit or the agreement to which it is incorporated.

DDS Program Contract Manager	DDS Privacy Officer	DDS Chief Information Security Officer
See the Scope of Work exhibit for Program Contract Manager	Privacy Officer privacy@dds.ca.gov (916) 654-2120	Information Security Officer iso@dds.ca.gov (916) 654-1704

- XIII. Documentation of Disclosures for Requests for Accounting: Contractor shall document and make available to DDS or (at the direction of DDS) to an Individual such disclosures of DDS PCSI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of personal information as required by Civil Code section 1798.25, or any other applicable state or federal law.

- XIV. Requests for DDS PCSI by Third Parties: The Contractor and its employees, agents, or subcontractors shall promptly transmit to the DDS Program Contract Manager all requests for disclosure of any DDS PCSI requested by third parties to the agreement between Contractor and DDS (except from an Individual for an accounting of disclosures of the individual's personal information pursuant to applicable state or federal law), unless prohibited from doing so by applicable state or federal law.
- XV. Notification of Requests by Other Entities of DDS PCSI: If the Contractor and its employees, agents, or subcontractors receive a subpoena, warrant, other legal order, demand, or Public Records Act Request (collectively, a "Request"), seeking DDS PCSI, it will promptly notify the DDS Privacy Officer and DDS Chief Information Security Officer and provide a copy of the Request along with copies of Records or data in its possession that it believes are responsive to the Request. In the event of a Request, the parties agree to consult and cooperate with each other in their respective responses, as appropriate.
- XVI. Audits, Inspection and Enforcement: DDS may inspect the facilities, systems, books and records of Contractor to monitor compliance with this Exhibit. Contractor shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the DDS Program Contract Manager in writing.
- XVII. Return or Destruction of DDS PCSI on Expiration or Termination: Upon expiration or termination of the agreement between Contractor and DDS for any reason, Contractor shall securely destroy the DDS PCSI within 15 days of the expiration or termination of the agreement. If return or destruction is not feasible, Contractor shall provide a written explanation within 15 days to the DDS Program Contract Manager, the DDS Privacy Officer and the DDS Chief Information Security Officer, using the contact information listed in Section XII(F), above.
- A. Retention Required by Law: If required by state or federal law, Contractor may retain, after expiration or termination, DDS PCSI for the time specified as necessary to comply with the law.
- B. Obligations Continue Until Return or Destruction: Contractor's obligations under this Exhibit shall continue until Contractor returns or destroys the DDS PCSI or returns the DDS PCSI to DDS; provided however, that on expiration or termination of the agreement between Contractor and DDS, Contractor shall not further use or disclose the DDS PCSI except as required by state or federal law.
- C. Notification of Election to Destroy DDS PCSI: If Contractor destroys the DDS PCSI, Contractor shall certify in writing, to the DDS Program Contract Manager, the DDS Privacy Officer and the DDS Chief Information Security Officer, using the contact information listed in Section XII(F), above, that the DDS PCSI has been securely destroyed. The notice shall include the date and type of destruction method used.

- XVIII. Amendment: The parties acknowledge that federal and state laws regarding information security and privacy rapidly evolve and that amendment of this Exhibit may be required to provide for procedures to ensure compliance with such laws. The parties specifically agree to take such action as is necessary to implement new security standards as they become published and implement requirements imposed by regulations and other applicable laws relating to the security or privacy of DDS PCSI.
- XIX. Assistance in Litigation or Administrative Proceedings: Contractor shall make itself and any subcontractors, workforce employees or agents assisting Contractor in the performance of its obligations under the agreement between Contractor and DDS, available to DDS at no cost to DDS to testify as witnesses, in the event of litigation or administrative proceedings being commenced against DDS, its director, officers or employees based upon claimed violation of laws relating to security and privacy, which involves inactions or actions by the Contractor, except where Contractor or its subcontractor, workforce employee or agent is a named adverse party.
- XX. No Third-Party Beneficiaries: Nothing express or implied in the terms and conditions of this Exhibit is intended to confer, nor shall anything herein confer, upon any person other than DDS or Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.
- XXI. Interpretation: The terms and conditions in this Exhibit shall be interpreted as broadly as necessary to implement and comply with regulations and applicable State laws. The parties agree that any ambiguity in the terms and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent with federal and state laws and regulations.
- XXII. Survival: If Contractor does not return or destroy the DDS PCSI upon the completion or termination of the Agreement, the respective rights and obligations of Contractor under Sections VI, VII and XII of this Exhibit shall survive the completion or termination of the agreement between Contractor and DDS.

Attachment 1**Contractor Data Security Standards****1. General Security Controls**

- A. **Confidentiality Statement.** All persons that will be working with DDS PCSI must sign a confidentiality statement (Attachment 2 to this Exhibit). The statement must include at a minimum, General Use, Security and Privacy safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to accessing DDS PCSI. The statement must be renewed annually. The Contractor shall retain each person's confidentiality statement for DDS inspection for a period of three (3) years following contract termination.
- B. **Workstation/Laptop encryption.** All workstations, laptops, devices (including smart phones) that process and/or store DDS PCSI must be encrypted, at a minimum, using a FIPS 140-2 certified algorithm or successor standards, such as Advanced Encryption Standard (AES), with a 128bit key or higher. The encryption solution must be full disk unless approved by the DDS Information Security Office. Contact the DDS State Contract Manager to obtain a copy of the CHHS Security Policy – Data Encryption.
- C. **Server Security.** All servers containing DDS PCSI must be encrypted, at a minimum, using a FIPS 140-2 certified algorithm or successor standards, such as Advanced Encryption Standard (AES), with a 128bit key or higher; and have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
- D. **Minimum Necessary.** Only the minimum necessary amount of DDS PCSI required to perform necessary business functions may be copied, downloaded, or exported.
- E. **Removable media devices.** All electronic files that contain DDS PCSI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, smart devices tapes etc.). PCSI must be encrypted, at a minimum, using a FIPS 140-2 certified algorithm or successor standards, such as Advanced Encryption Standard (AES), with a 128bit key or higher
- F. **Antivirus software.** All workstations, laptops and other systems that process and/or store DDS PCSI must install and actively use a comprehensive anti-virus software solution with automatic updates scheduled at least daily.

G. **Patch Management.** All workstations, laptops and other systems that process and/or store DDS PCSI must have operating system and application security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. All applicable patches must be up to date and installed in a timely manner as determined by the DDS.

H. **User IDs and Password Controls.** All users must be issued a unique user name for accessing DEPT. ACRONYM PCSI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password. Passwords are not to be shared. Must be at least eight characters. Must be a non-dictionary word. Must not be stored in readable format on the computer. Must be changed every 60 days. Must be changed if revealed or compromised. Must be composed of characters from at least three of the following four groups from the standard keyboard:

- Upper case letters (A-Z)
- Lower case letters (a-z)
- Arabic numerals (0-9)
- Non-alphanumeric characters (punctuation symbols)

I. **Data Sanitization.** All DDS PCSI must be sanitized using NIST Special Publication 800-88 standard methods for data sanitization when the DDS PCSI is no longer needed.

2. System Security Controls

A. **System Timeout.** The system must provide an automatic timeout, requiring reauthentication of the user session after no more than 20 minutes of inactivity.

B. **Warning Banners.** All systems containing DDS PCSI must display a warning banner each time a user attempts access, stating that data is confidential, systems are logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree with these requirements.

- C. **System Logging.** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for DDS PCSI, or which alters DDS PCSI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. This logging must be included for all user privilege levels including, but not limited to, systems administrators. If DDS PCSI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.
- D. **Access Controls.** The system must use role based access controls for all user authentications, enforcing the principle of least privilege.
- E. **Transmission encryption.** All data transmissions of DDS PCSI outside the contractor's secure internal network must be encrypted using a FIPS 140-2 certified algorithm or successor standards, such as Advanced Encryption Standard (AES), with a 128bit key or higher. Encryption can be end to end at the network level, or the data files containing DDS PCSI can be encrypted. This requirement pertains to any type of DDS PCSI in motion such as website access, file transfer, and E-Mail.
- F. **Intrusion Detection.** All systems involved in accessing, holding, transporting, and protecting DDS PCSI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

3. Audit Controls

- A. **System Security Review.** All systems processing and/or storing DDS PCSI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews shall include vulnerability scanning tools.
- B. **Log Reviews.** All systems processing and/or storing DDS PCSI must have a routine procedure in place to review system logs for unauthorized access.
- C. **Change Control.** All systems processing and/or storing DDS PCSI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity, and availability of data.

4. Business Continuity / Disaster Recovery Controls

- A. **Disaster Recovery.** Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic DDS PCSI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this agreement for more than 24 hours.

- B. **Data Backup Plan.** Contractor must have established documented procedures to securely backup DDS PCSI to maintain retrievable exact copies of DDS PCSI. The backups shall be encrypted. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and the amount of time to restore DDS PCSI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of DDS data.

5. Paper Document Controls

- A. **Supervision of Data.** DDS PCSI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. DDS PCSI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
- B. **Escorting Visitors.** Visitors to areas where DDS PCSI is contained shall be escorted and DDS PCSI shall be kept out of sight while visitors are in the area.
- C. **Confidential Destruction.** DDS PCSI must be disposed of through confidential means, using NIST Special Publication 800-88 standard methods for data sanitization or successor standards when the DDS PCSI is no longer needed.
- D. **Removal of Data.** DDS PCSI must not be removed from the premises of the Contractor except with express written permission of DDS.
- E. **Faxing.** Faxes containing DDS PCSI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending.
- F. **Mailing.** DDS PCSI shall only be mailed using secure methods. Large volume mailings of DDS PCSI shall be by a secure, bonded courier with signature required on receipt. Disks and other transportable media sent through the mail must be encrypted with a DDS approved solution.

Attachment 2

**CALIFORNIA DEPARTMENT OF DEVELOPMENTAL SERVICES
CONFIDENTIALITY AND SECURITY COMPLIANCE STATEMENT**

Information resources maintained by the California Department of Developmental Services (“DDS”) and provided to Contractor may contain personal, confidential and/or sensitive information (“PCSI”) that is not open to the public and requires special precautions to protect it from wrongful access, use, disclosure, modification, and destruction.

We hereby acknowledge that the PCSI of the DDS is subject to strict confidentiality and security requirements imposed by state and federal law, which may include, but are not limited to the Information Practices Act – California Civil Code §1798 et seq., Public Records Act – California Government Code §6250 et seq., California Penal Code §502, 11140-11144, Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) – 45 CFR Parts 160 and 164, the California Welfare and Institutions Code §§10850, 4514, 5328, and Safeguarding Information for the Financial Assistance Programs – 45 CFR Part 205.50.

The Confidentiality and Security Compliance Statement must be signed and returned with the Contract.

Project Representative

Name (Printed): _____

Title: _____

Business Name: _____

Email Address: _____

Phone: _____

Signature: _____

Date Signed: _____

Information Security Officer (or authorized official responsible for business' information security program)

Name (Printed): _____

Title: _____

Business Name: _____

Email Address: _____

Phone: _____

Signature: _____

Date Signed: _____

EXHIBIT H-ANTI-NEPOTISM POLICY

Department of Developmental Services

ADMINISTRATION DIVISION**MEMORANDUM**

NUMBER:	HR-0011
DATE ISSUED:	December 5, 2024
TO:	Department of Developmental Services Employees
FROM:	Human Resources Branch
SUBJECT:	Anti-Nepotism Policy

Policy

It is the policy of the Department of Developmental Services (Department) to recruit, hire, and assign all applicants and employees based on merit and fitness in accordance with civil service statutes, rules, and regulations. Nepotism is expressly prohibited in the workplace because it is antithetical to California's merit-based civil service.

The intent of the nepotism policy is to prevent favoritism or bias based on a personal relationship and/or to alleviate situations that may impact an applicant's or employee's ability and fitness to accomplish his/her specific job duties or when the relationship has an adverse impact on the workplace.

Personal relationships include, but are not limited to: associations by blood, adoption, marriage, and/or cohabitation, e.g., husband, wife, father, mother, son, daughter, brother, sister, grandparent, grandchild, uncle, aunt, first cousin, nephew, niece, in-laws, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, and two people living together outside of marriage which includes domestic partners.

Appointments/Assignments

Nepotism is defined as an applicant or employee using their personal influence or power to aid or hinder another in the employment setting or situation because of a personal relationship. Employment settings or situations may be, but are not limited to, any of the following examples:

1. Working in close quarters and in association with one another;
2. Working for the same immediate supervisor;
3. Having a direct or indirect supervisor/subordinate relationship;
4. Participation in the hiring/selection process;
5. Participation in performance evaluations and/or staff development.

Roles and Responsibilities

The hiring authority or supervisor must inform employment applicants of the nepotism policy at the time of the interview and ensure all applicants then sign this acknowledgment form.

All applicants and employees (including contractors, limited-term or temporary staff) shall immediately notify their respective hiring interview panel or supervisor when a personal relationship, working arrangement, and/or assignment could conflict with this policy.

If a potential nepotistic relationship is identified, the hiring panel or supervisor must submit a request for a [Nepotism Exception](#) to Labor Relations for review and approval. Exceptions to the nepotism policy may be granted under limited circumstances, at the discretion of Labor Relations.

Requirements

All employees and applicants are required to complete the Nepotism Disclosure form to ensure that all hires, transfers, placements, and promotions are based on merit and free from nepotism. The [Nepotism Disclosure Form DS 3126](#) shall be completed and reviewed by hiring personnel or submitted to Labor Relations to evaluate and identify a remedy to any potential impacts of the personal relationship.

Authority

CCR, Title 2, Sections [83.5](#), [83.6](#), and [87](#).

ATTACHMENT 1 - REQUIRED ATTACHMENT CHECKLIST**Bidder's Name:** _____ (Please print clearly or type.)

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

Please initial or place a check mark or "X" in the *Submitted to DDS* box next to each item that you submit to DDS. **For your bid to be responsive, all required attachments, including this checklist, must be returned with your bid submission.** Further review is subject to DDS discretion.

Requirement	Description	Submitted to DDS
Attachment 1	Required Attachment Checklist	
Attachment 2	Bidder Certification Sheet	
Attachment 3	Cost Worksheet	
Attachment 4	Contractor Point of Contact	
Attachment 5	Payee Data Record (STD 204) and Payee Data Record Supplement (STD 205*)	
Attachment 6	Bidder Declaration (Written) (GSPD-05-105)	
Attachment 7	Contractor Certification Clauses (CCC 04/2017)	
Attachment 8	Darfur Contracting Act Certification (DGS PD 1)*	
Attachment 9	Insurance Acknowledgement	
Attachment 10	Confidentiality and Information Security Requirements for Contracts	
Attachment 11	California Civil Rights Laws Certification (DGS OLS 04)	
Attachment 12	Bidder References	
Attachment 13	Minimum Certification Requirements	
Attachment 14	Bidding Preferences and Incentives	
*Include if applicable:		
Attachment 15	Disabled Veteran Business Enterprise (DVBE) Declarations (DGS PD 843)*	
Attachment 16	California Certified Small Business (SB)/Microbusiness (MB)/ Disabled Veteran Business Enterprise Certification*	
Attachment 17	California Secretary of State Certification of Status*	
Copy of current and valid California city or county business license (if applicable); or an affidavit that the business is in good standing with the state, province, or country in which business is headquartered		

ATTACHMENT 2 - BIDDER CERTIFICATION SHEET**Bidder's Name:** _____ Please print clearly or type.

Complete and return this attachment with the Bid Submission. An individual authorized to bind the bidding firm contractually shall sign Attachment 2, Bidder Certification Sheet. The signature must indicate the title or position that the individual holds in the firm. An unsigned Bidder Certification Sheet may be rejected.

- A. Our all-inclusive cost is submitted as detailed in Attachment 3, Cost Worksheet.
 B. All required attachments are included with this certification sheet and the Bid Submission.
 C. Our firm has been in business for at least three years within the last five years, routinely performing the type of services outlined in this IFB for other public or private entities.
 D. The signature affixed hereon and dated certifies compliance with all the requirements of this bid document. The signature below authorizes the verification of this certification.

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

Completion Instructions for Bidder Certification Sheet

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

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

ATTACHMENT 3 - COST WORKSHEET

Costs quoted below by the Bidder will be binding for the term of the Agreement. Any amendments to the Agreement will adhere to the rates below. Fees not included in the rates will not be compensated.

Service	Hourly Rate
In-Person American Sign Language Interpreter (1)*	\$ _____

*Additional interpreters will be billed at the same hourly rate.

ATTACHMENT 4 - CONTRACTOR POINT OF CONTACT**Bidder's Name:** _____

Please print clearly or type.

The contact person regarding this IFB is:			
Name and Title:			
Address:			
Email:			
Phone Number:		Mobile:	
If awarded an agreement, the Project Coordinator for services will be:			
Name and Title:			
Address:			
Email:			
Phone Number:		Mobile:	
If awarded an agreement, direct all agreement inquiries to:			
Name and Title:			
Address:			
Email:			
Phone Number:		Mobile:	
If awarded an agreement, the name of the company officer authorized to sign the Agreement is:			
Name and Title:			
Email:			

ATTACHMENT 5 - PAYEE DATA RECORD (STD 204) AND PAYEE DATA RECORD SUPPLEMENT (STD 205*)

Payee Data Record (STD 204) is required and must be submitted.

<https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf>

*Only use Payee Data Record Supplement (STD 205) to provide a remittance address if different from the mailing address for information returns, or to make subsequent changes to the remittance address.

<https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std205.pdf>

**ATTACHMENT 6 - BIDDER DECLARATION (WRITTEN)
(GSPD-05-105)**

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

ATTACHMENT 7 - CONTRACTOR CERTIFICATION CLAUSES (CCC 04/2017)

<https://www.dgs.ca.gov/-/media/Divisions/OLS/Resources/CCC-042017.pdf?la=en&hash=4DE3E4DC414511AE378794200BA43EBF91C758EE>

ATTACHMENT 8 - DARFUR CONTRACTING ACT CERTIFICATION (DGS PD 1)*

http://www.documents.dgs.ca.gov/dgs/FMC/GS/PD/PD_1.pdf

(Rest of page left blank intentionally)

ATTACHMENT 9 - INSURANCE ACKNOWLEDGEMENT

Bidder's Name:_____

Please print clearly or type.

Bidders must submit an acknowledgement of their ability to meet the insurance requirements and certificate(s) of coverage must be provided immediately upon notice of award.

I certify that we can meet the insurance requirements identified in the Agreement, Exhibit D, Special Terms and Conditions.

Authorized Signature

Date

Name of Bidder

Name and Title (Please Print)

ATTACHMENT 10

**CONFIDENTIALITY AND INFORMATION SECURITY REQUIREMENTS FOR
CONTRACTS NOT REQUIRING A HIPAA BUSINESS ASSOCIATE AGREEMENT
(BAA) ACKNOWLEDGEMENT**

Bidder's Name: _____

Please print clearly or type.

Bidder must submit an acknowledgement they will sign the last page of the Confidentiality and Information Security Requirements for Contracts not Requiring a HIPAA Business Associate Agreement (BAA) upon award of agreement.

I certify that we will meet the requirement for completion of the confidentiality agreement, as applicable.

Authorized Signature

Date

Name of Bidder

Name and Title (Please Print)

ATTACHMENT 11 - CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

(DGS OLS 04)

<http://www.documents.dgs.ca.gov/dgs/fmc/dgs/ols004.pdf>

NOTE: The fill and print forms are available at the links provided. Please email Jonathan.Louie@dds.ca.gov if you are unable to access the links provided.

(Rest of page left blank intentionally)

ATTACHMENT 12 - BIDDER REFERENCES

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

List below three references for services performed within the last five years, which are similar to the scope of work to be performed in this agreement. If three references cannot be provided, please attach an explanation. **DDS or its employees may not be used as references.**

REFERENCE 1

Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Date Range of Service		Value or Cost of Service	
Brief Description of Service Provided			

REFERENCE 2

Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Date Range of Service		Value or Cost of Service	
Brief Description of Service Provided			

REFERENCE 3

Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Date Range of Service		Value or Cost of Service	
Brief Description of Service Provided			

ATTACHMENT 13 – MINIMUM CERTIFICATION REQUIREMENTS

The Contractor shall provide a copy of one of the following certifications for each interpreter assigned under this Agreement to ensure that each interpreter meets the minimum qualifications:

Acceptable Registry of Interpreters for the Deaf (RID) Certifications

- National Interpreter Certification (NIC) Advanced
- National Interpreter Certification (NIC) Master
- Certified Deaf Interpreter (CDI)

Acceptable Legacy Certifications (No Longer Issued but Still Valid)

- Specialist Certificate: Legal (SC:L)
- Certificate of Interpretation (CI)
- Certificate of Transliteration (CT)
- National Association of the Deaf (NAD) Level IV
- National Association of the Deaf (NAD) Level V

The following credentials do **not** satisfy the Department's minimum qualification requirements:

- NAD Level III
- Uncertified interpreters
- Educational Interpreter Performance Assessment (EIPA) score below 4.0

The Educational Interpreter Performance Assessment (EIPA) is an assessment instrument used to evaluate interpreters in K–12 educational settings and is not a professional interpreting certification. Because it is designed specifically for educational environments involving children, it is not considered equivalent to RID certification. However, if an EIPA credential is presented for consideration in an educational setting, the interpreter shall have achieved a minimum score of **4.0**.

ATTACHMENT 14 - BIDDING PREFERENCES AND INCENTIVES

Bidder must complete all sections below and submit with their bid.

1. SMALL BUSINESS PREFERENCE:

Bidder must check the appropriate box from the choices below.

- ☐ I am a DGS certified Small Business and claim the Small Business Preference.

My DGS Small Business certification number is: _____

- ☐ I am not a DGS certified Small Business, but 25 percent or more of the revenue from the award will go to DGS certified Small Business subcontractors performing a Commercially Useful Function and therefore I am claiming the preference.

Bidder must submit a complete Attachment 6, Bidder Declaration (Written) (GSPD 05-105), indicating the percentage of the revenue that will be received by each DGS certified Small Business subcontractor.

- ☐ I am not claiming the DGS Small Business Preference.

2. DVBE INCENTIVE:

Bidder must check the appropriate box from the choices below.

- ☐ I am a DGS certified DVBE. A copy of my Attachment 15, Disabled Veteran Business Enterprise (DVBE) Declarations (DGS PD 843) form is attached.

- ☐ I am not a DGS certified DVBE, but a percentage of the revenue will be going to DGS certified DVBE Subcontractors performing a Commercially Useful Function, and therefore I am claiming the DVBE incentive.

Bidder must also submit Attachment 15, California Disabled Veteran Business Enterprise (DVBE) (DGS PD 843) Declarations, for each DVBE subcontractor, signed by the DVBE owner/manager.

- ☐ I am not claiming the DVBE incentive.

The attachments that follow should only be submitted if applicable:

**ATTACHMENT 15 - DISABLED VETERAN BUSINESS ENTERPRISE (DVBE)
DECLARATIONS (DGS PD 843)***

https://www.documents.dgs.ca.gov/dgs/fmc/gp/pd/pd_843.pdf

**ATTACHMENT 16 - CALIFORNIA CERTIFIED SMALL BUSINESS
(SB)/MICROBUSINESS (MB)/DISABLED VETERAN BUSINESS ENTERPRISE
(DVBE) CERTIFICATION***

<https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx?psNewWin=true>

**ATTACHMENT 17 - CALIFORNIA SECRETARY OF STATE CERTIFICATION OF
STATUS***

<https://www.sos.ca.gov/business-programs/business-entities>