

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER  
2024-421-CHHSPURCHASING AUTHORITY NUMBER (If Applicable)  
HHSA-4000

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

CONTRACTING AGENCY NAME

California Health and Human Services Agency

CONTRACTOR NAME

Smartling, Inc.

2. The term of this Agreement is:

START DATE

May 20, 2024, or approval by the State, whichever is later.

THROUGH END DATE

February 19, 2025

3. The maximum amount of this Agreement is:

\$1.00 (One dollar and no cents)

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

Exhibits	Title	Pages
Exhibit A	Statement of Work	21
Exhibit B	Contractor's Innovation Concept Paper	10
	*General Provisions - Cloud Computing-Software as a Service (SaaS) effective 06/21/2022	
	*Cloud Computing Special Provisions for Software as a Service (SaaS) effective 03/15/2018	
	*Cloud Computing Special Provisions for Infrastructure as a Service (IaaS) & Platform as a Service (PaaS) effective 05/11/2016	
	Request for Innovative Ideas (RFI2) # 29672 in its entirety, which can be viewed at <a href="https://caleprocure.ca.gov/event/77601/0000029672">https://caleprocure.ca.gov/event/77601/0000029672</a> .	

*Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.**These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>***IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.****CONTRACTOR**

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

Smartling, Inc.

CONTRACTOR BUSINESS ADDRESS

1375 Broadway 14th Floor

CITY

New York City

STATE

NY

ZIP

10018

PRINTED NAME OF PERSON SIGNING


Tim Kirby

TITLE

CRO

CONTRACTOR AUTHORIZED SIGNATURE

Tim Kirby

 Digitally signed by Tim Kirby  
Date: 2024.05.16 09:01:11 -04'00'

DATE SIGNED

5/16/2024

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AGREEMENT NUMBER

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PURCHASING AUTHORITY NUMBER (If Applicable)

HHSA-4000

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

California Health and Human Services Agency

CONTRACTING AGENCY ADDRESS

1215 O Street, MS-08

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Sarah Aguirre

TITLE

Assistant Chief, Administrative Services

CONTRACTING AGENCY AUTHORIZED SIGNATURE

Sarah Aguirre

Digitally signed by Sarah Aguirre  
Date: 2024.05.16 11:07:34 -07'00'

DATE SIGNED

5/16/2024

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

Carol Bangs

Digitally signed by Carol Bangs  
Date: 2024.05.18 13:06:29 -07'00'

EXEMPTION (If Applicable)

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## EXHIBIT A STATEMENT OF WORK

### 1. INTRODUCTION

This Statement of Work (SOW) reflects the Proof of Concept (POC) solution to be developed by Smartling, Inc. (hereinafter referred to as the "Contractor") for the State of California Health and Human Services Agency (hereinafter referred to as "CalHHS" or the "State").

#### A. Background

In furtherance of Executive Order N-12-23, the State is considering procurement and enterprise use opportunities where Generative Artificial Intelligence (GenAI) can improve the efficiency, effectiveness, accessibility, and equity of government operations.

The Department of General Services (DGS), on behalf of CalHHS, issued Request for Innovative Ideas #29672 (hereinafter referred to as "RFI2") Generative Artificial Intelligence (GenAI) Solution for the Language Access. The RFI2 is incorporated herein by this reference.

The RFI2 solicited Innovation Concept Papers (ICPs) to address the CalHHS problem as defined in the RFI2 Attachment 1 – Problem Statement.

ICPs were submitted on February 20, 2024, and the Contractor was selected to advance to the POC phase to demonstrate their solution to the State. The Contractor's ICP is incorporated herein by this reference.

#### B. Objectives

Contractor shall provide a translation and adaption solution, or set of integrated solutions, that generates high-quality machine translations as part of a workflow that incorporates review and post-editing by qualified human linguists, including State staff.

The solution(s) should:

- Translate content between English and the most commonly spoken languages among people with LEP in California quickly and with a high degree of accuracy and consistency using GenAI tools (e.g., neural machine translation and large language models).

- Incorporate specialized glossaries and style guides that can be applied to specific translation projects by department, subject matter, program, etc.
- Facilitate review and post-editing of translated content by State language access staff and external linguists through customizable workflows.
- Have the ability to integrate with State websites and web applications to automatically machine translate new and updated content and trigger review by State language access staff and/or external linguists through established workflows prior to publication.
- Produce translated electronic documents and web content that preserve original formatting and layout while ensuring maximum readability in the target language.
- Ensure translated documents and web content meet digital accessibility standards (i.e., latest Web Content Accessibility Guidelines), including full screen-reader functionality in the target language.
- Adhere to CalHHS data standards and policies, including de-identification guidelines.

## **2. SCOPE OF THE PROOF OF CONCEPT**

The POC will serve to demonstrate to CalHHS the Contractor's ability to present their innovative ideas, as described in the ICP, and prove the achievability of the outcomes stated within. During this time, the Contractor must successfully complete and deliver the Deliverables and Milestones outlined in Section 11 – Contractor Deliverables and Milestones.

Furthermore, the POC will allow CalHHS to validate that the Contractor's ideas, solutions, and approaches (collectively, the Contractor's solution) described in the ICPs can adequately satisfy the requirements stated in Section 8 – Solution Requirements.

Completion of the POC Deliverables and Milestones by the Contractor and achievement of the Acceptance Criteria identified in Section 12 – Acceptance Criteria will be a factor for determining whether the Contractor will be selected to advance to “Phase 2 Part B – Proposals” of RFI<sup>2</sup> #29672 for statewide implementation.

### 3. TERM/PERIOD OF PERFORMANCE

The term of this Agreement is May 20, 2024, or upon approval by the State, whichever is later, to February 19, 2025. The State, at its sole discretion, may exercise its option to execute an Agreement extension in accordance with Section 17 - Amendment for up to three (3) months to perform POC activities for a maximum Agreement term of twelve (12) months. POC solution testing within the California Department of Technology (CDT) managed cloud environment will not exceed six (6) months.

The Contractor shall not be authorized to commence performance as described in this Agreement prior to the start date. Any delivery of goods or performance of services by the Contractor that is commenced prior to the start date shall be at no cost to the State.

The State may terminate this Agreement at any time with written notice to the Contractor. This provision shall not relieve the Contractor of the obligation to provide a Final Report as outlined in Section 11 – Contractor Deliverables and Milestones within thirty (30) days of notice of termination for all POC activities completed up through termination.

Upon termination or other expiration of this Agreement, each party will assist the other party in orderly termination of the Agreement and the transfer of all assets, tangible, and intangible, as may facilitate the orderly, non-disrupted business continuation of each party.

### 4. AGREEMENT TERMS AND CONDITIONS

The Agreement incorporates the RFI<sup>2</sup>, the Contractor's ICP, and the following State terms:

- A. [General Provisions – Information Technology Cloud Computing Software as a Service \(SaaS\) effective 6/21/22](#)
- B. [Cloud Computing Services Special Provisions \(Software as a Service\) effective 3/15/18](#)
- C. [Cloud Computing Special Provisions for Infrastructure as a Service \(IaaS\) & Platform as a Service \(PaaS\) effective 05/11/16](#)

The General Provisions – Information Technology, Cloud Computing Software as a Service (SaaS), (Section 11 Order of Precedence) and the terms of this Statement of Work (SOW) shall take precedence over the ICP and Deliverable documents.

## 5. REPRESENTATIVES

All notices required by or relating to this Agreement shall be in writing and shall be sent to the representatives of the Agreement at the address set below. Changes to representatives can be made by written notice without amending this Agreement.

The representatives during the term of this Agreement will be:

<b>State:</b>	CalHHS
<b>Name:</b>	Maureen Keffer
<b>Phone:</b>	916-215-5369
<b>Email:</b>	<a href="mailto:maureen.keffer@chhs.ca.gov">maureen.keffer@chhs.ca.gov</a>

<b>Contractor:</b>	Smartling, Inc.
<b>Name:</b>	Tim Murphy
<b>Phone:</b>	941-809-0994
<b>Email:</b>	tmurphy@smartling.com

## 6. STATE'S ROLES AND RESPONSIBILITIES

CalHHS shall:

- A. Designate a person to whom all communication may be addressed.
- B. Facilitate access to the CDT managed cloud environment.
- C. Provide access to department staff and information, as determined by CalHHS, to support the Contractor's completion of the Deliverables

defined in this Agreement, including the identification of system specifications, configurations, and calibrations.

- D. Review Contractor Deliverables and provide timely feedback or approval to support the Contractor in performing its obligations under the Agreement. It shall be CalHHS's sole determination as to whether a Deliverable has been successfully completed and is acceptable to the State.
- E. Provide support to the Contractor, as deemed appropriate by CalHHS, to obtain authorization for CalHHS data to support the performance.
- F. Provide technical reference documents, as deemed appropriate by CalHHS, to support the Contractor's deliverables.
- G. Provide problem statement data to be used during the POC and a catalog of recommended data sources.
- H. Provide CDT's onboarding documentation process and forms.

## **7. CONTRACTOR'S ROLES AND RESPONSIBILITIES**

The Contractor shall:

- A. Provide a solution that will support a parent/child administrative relationship that enables the CDT (parent) to programmatically apply compliance and regulatory requirements and standards.
- B. Complete CDT's onboarding documentation process, which includes an initial list of cloud services and role-based access controls (RBAC) required for the services within their solution.
- C. Monitor, report, and, as necessary, block GenAI solution prompt inputs for sensitive/classified data and any other potentially harmful prompt methods.
- D. Monitor and report on GenAI solution responses for factual accuracy, coherence, and appropriateness and allow for periodic manual reviews.
- E. Provide their own equipment, operating system, software, and other tools necessary to perform the required tasks.
- F. Provide a pre-trained, GenAI solution.
- G. Ensure the GenAI solution operates within CDT's managed cloud environment.

- H. Host all other non-GenAI solution systems within CDT's managed cloud environments.
- I. Adhere to CDT's Statewide Information Management Manual (SIMM) 140 Cloud Security Guide - <https://cdt.ca.gov/policy/simm/>.
- J. Conduct any required data pre-processing on State provided data for the purpose of tuning the GenAI solution including scanning the data for and, as appropriate, blocking sensitive/classified data, e.g., Personally Identifiable Information (PII), Protected Health Information (PHI), Federal Tax Information (FTI), etc.
- K. Store all State Data, as defined in Section 14 – Data Handling and Ownership, in the CDT managed cloud environment.
- L. Designate a person to whom all communication may be addressed, and who has the authority to act on all aspects of the services.
- M. Provide all necessary staffing resources to successfully complete the POC Deliverables and Milestones within the agreed upon schedule.
- N. Adhere to all CalHHS and CDT policies, procedures, and guidelines, including access and security requirements prior to commencing, and during performance under this Agreement.
- O. Perform services in a manner that will not disrupt the operational needs of the State and its partners.
- P. Provide training and user guides for all identified users of the solution in a manner that minimally disrupts staff duties and operations.
- Q. Obtain proper authorization and/or collaboration from CalHHS and/or other organizations providing supporting data for the solution. All data to be used under this Agreement must be reviewed and approved by CalHHS.
- R. Host the solution in an environment that meets all State requirements.
- S. Provide the State with access to all software and applications necessary to operate and utilize the solution during the POC. All software provided by the Contractor is only for use during the POC and a perpetual license is not being granted to the State.
- T. Support the installation of any necessary software on CalHHS and CDT assets to support use of the prototype during the POC, and uninstallation at the conclusion if determined that the solution will not be retained.

- U. Address and incorporate all feedback provided by the State during the POC phase within mutually agreed response times or provide rationale explaining why specific feedback cannot be implemented.
- V. Attempt to log-in to the CDT managed cloud environment within 24 hours of the granted access.
- W. Provide support services Monday through Friday, from 8:00 AM to 5:00 PM, Pacific Time in accordance with Section 4 (Data Location) of the Cloud Computing Special Provisions for Infrastructure as a Service (IaaS) & Platform as a Service (PaaS). During these hours, the Contractor shall be available to address any inquiries, issues, or requests for assistance related to the delivered solution.

## 8. SOLUTION REQUIREMENTS

The Contractor's solution must:

- A. Adhere to CDT's SIMM 140 Cloud Security Guide (<https://cdt.ca.gov/policy/simm/>), State Administrative Manual (SAM), and SIMM requirements for the State of California.
- B. Strive to align with SIMM 25 A for accessibility of user interfaces and solution output as applicable.
- C. Ensure the GenAI solution integrates with CDT's managed cloud environments.
- D. Utilize a pre-trained, fully functional GenAI solution.
- E. Retrieve, store, and analyze log data from all workloads.
- F. Provide performance analysis information of all potential workloads to determine resources and cost consumption.
- G. Demonstrate that the solution has implemented network access controls to restrict unnecessary network traffic.
- H. Demonstrate the solution's ability to encrypt data at rest and in transit.
- I. Integrate with CDT's enterprise Security Information and Event Management (SIEM) solution and allow CDT the ability to monitor logs (per SIMM 140).
- J. Demonstrate the methodology to detect and report security vulnerabilities.

- K. Be scalable to accommodate additional data sets as they become available.
- L. Be user-friendly, intuitive, and accessible to an unlimited number of CalHHS users from a browser-based network connection to the hosted POC environment.
- M. Provide a front-end interface that allows administrators to complete the following tasks:
  - 1) Log key information about translation projects using data fields created by the Contractor in coordination with CalHHS.
  - 2) Create automated, custom workflows for different project types.
  - 3) Create user profiles (e.g., project manager, translator, reviewer, vendor) and customize privileges and permissions for each profile.
  - 4) Track the status of translation projects and generate on-demand reports about project size, project medium, languages requested, and turnaround times.
  - 5) Retrieve metadata about a translation project as it moves through the workflow (e.g., who made edits to a draft and when the edits were made).
- N. Provide a front-end interface that allows users to view and edit custom glossaries, style guides, and translation memories (as profiles and privileges allow).
- O. Demonstrate how to create string patterns that mask PII, PHI, and FTI so that it cannot be accessed, viewed, or committed to translation memories or glossaries.
- P. Demonstrate the process for review and post-editing by Contractor-provided, qualified human linguists for at least ten (10) translation projects. Each project shall be for translation from English into at least four other languages / writing systems to be determined by CalHHS.
- Q. Demonstrate the functionality that allows users to:
  - 1) View and modify accessibility features of source language content imported into the solution (e.g., translating alt text, form fields/tooltips, radio button option values, and webpage metadata).
  - 2) Add additional WCAG digital accessibility features (e.g., assigning text direction or language properties to strings through the use of span tags or other options) to translated content prior to exporting it from the solution into its final format.

- R. Store all State Data, as defined in Section 14 – Data Handling and Ownership in the CDT managed cloud environment.

## 9. SITE LOCATION(S)

All work and activities for this POC will be conducted through remote virtual meetings and working sessions.

## 10. IMPLEMENTATION APPROACH

The Contractor will complete the following activities and tasks:

### Task 1 – Project Management (ongoing)

- Project schedule development and on-going tracking.
- On-going biweekly and ad hoc status meetings as requested by the State.
- Deliverable review, revision, and acceptance.
- Provide Weekly Status Reports to summarize completed, ongoing, and upcoming tasks, performance metrics, and at-risk activities.

### Task 2 – Kick-off Meeting (MIL-1)

- **Attend an initial meeting** to review the SOW, Milestones, and Deliverables with key personnel from Contractor, CalHHS and CDT.
- Review objectives, expectations, availability of data, project plan and status reporting requirements.
- CalHHS and CDT will review/provide instructions for Contractor to access the CDT managed cloud environment.

### Task 3 – CDT Managed Cloud Environment – Setup & Configuration (DEL-1, DEL-2, MIL-2)

- Provide cloud computing environment parameters.
- **Complete CDT's onboarding documentation process.**
- **Provide an Initial Technical Architecture Diagram** that outlines the services and data flow.
- **Initial Access to the CDT managed cloud environment.**
- Within 24 hours' notice from the State delivering the sandbox access information, Contractor will need to validate access to the sandbox and notify State of success or fail via email. POC six-month engagement begins after notification of success.

#### **Task 4 – POC Approach Document and Presentation (DEL-3, MIL-3)**

- **Develop a POC Approach Document** to build upon the approach provided in the ICP and address requirements in Section 8 – Solution Requirements.
- **Present the POC Approach Document** to CalHHS during a meeting.
- Demonstrate Contractor's trained Gen AI model and applications that are intended to be used in the POC.

#### **Task 5 – POC Configuration and Implementation (DEL-4, MIL-4)**

- **Set up, configure and activate the POC in the CDT managed cloud environment.**
- Store State data into the CDT managed cloud environment.
- Install solution software into CDT managed cloud environment.
- Integrate LLM and GenAI applications to CDT managed cloud environment.
- Configure the solution based on the requirements and guidelines provided.
- Test various use cases and scenarios to validate the solution's functionality, performance, and compatibility.
- Configure access controls, encryption, monitoring, and auditing as necessary.
- **Demonstrate the configured POC solution.**

#### **Task 6 – Solution Testing (DEL-5)**

- Develop Solution Test Management Plan with procedures to validate that the solution meets the requirements in Section 8 – Solution Requirements.
- Conduct Solution Testing.
- Provide Test Report to the State.

#### **Task 7 – User Trial Period (DEL-6)**

- Provide training, access support and user guides for all identified users of the solution.
- Enable CalHHS users to exercise the POC for thirty (30) business days.
- Solicit and log input from users to document their user experience.

### Task 8 – Final Report and Presentation of Findings (DEL-7, MIL-5)

- Compile CalHHS feedback and findings and summarize test results.
- **Develop Final Report** documenting POC results and findings.
- Prepare final POC architecture diagram.
- **Present Final Report** to the State team.

## 11. CONTRACTOR DELIVERABLES AND MILESTONES

ID	Milestone/ Deliverable Name	Description	Due Date
<b>MIL-1</b>	Kick-off Meeting	The Contractor must attend Kick-off meeting and participate in POC high-level planning with CalHHS and CDT.	Within thirty (30) business days after Agreement execution
<b>DEL-1</b>	CDT Onboarding Documentation	The Contractor must complete CDT's onboarding documentation process, which includes an initial list of cloud services and role-based access controls (RBAC) required for the services within their solution.	Within five (5) business days of kick-off meeting
<b>DEL-2</b>	Initial Technical Architecture Diagram	The Contractor must provide a detailed diagram that outlines the services and data flow.	Within five (5) business days of kick-off meeting
<b>MIL-2</b>	Initial Access to CDT Managed Cloud Environment	<p>The Contractor must attempt to access the CDT managed cloud environment to begin setup, configuration, and activation of the POC solution in the CDT managed cloud environment and notify the State.</p> <p>Acceptance of Milestone 2 (MIL-2) will be provided with the verification of compliance with Deliverable (DEL-1) and Deliverable (DEL-2).</p>	Within 24 hours of notice by the State

ID	Milestone/ Deliverable Name	Description	Due Date
<b>DEL-3</b>	POC Approach Document	<p>The Contractor must develop a POC Approach Document that:</p> <ol style="list-style-type: none"> <li>1. Includes a schedule and work plan for competing the POC.</li> <li>2. Specifically identifies all hardware, software, and information technology (IT) services that will be utilized for the POC.</li> <li>3. Identifies the activities necessary for developing the prototype and how the State should expect to participate.</li> <li>4. Details the expected outcomes that will be achieved after deployment of the prototype.</li> <li>5. Describes the approach to deploying the prototype, including specific activities (e.g., user training), support/resource requirements, schedule, and change control processes.</li> <li>6. Describes the output and source data that would demonstrate achievement of the outcomes described so that the State may be able to validate.</li> <li>7. Provides a summarized report that outlines the specific SIMM 140 security compliance components of the Contractor's solution.</li> <li>8. Provides logs or log samples to be ingested into the CDT SIEM solution.</li> </ol> <p>The POC Approach Document must align with the Contractor's proposed idea in its ICP, unless mutually agreed by the Contractor and the State in writing.</p>	Within ten (10) business days of kick-off meeting

ID	Milestone/ Deliverable Name	Description	Due Date
<b>MIL-3</b>	Approach Overview and Prototype Demonstration	<p>The Contractor must present to the State:</p> <ol style="list-style-type: none"> <li>1. An overview of the POC Approach Document (components identified in Deliverable 3 (DEL-3));</li> <li>2. An overview of the initial Technical Architecture Diagram Deliverable 2 (DEL-2) and</li> <li>3. A demonstration of the Contractor's trained Gen AI model and applications that are intended to be used in the POC, including an example of how they function and interact with the end user.</li> </ol> <p>Acceptance of Milestone 3 (MIL-3) will be provided with the acceptance of Deliverable 3 (DEL-3).</p>	Within five (5) business days after DEL-3 (unless otherwise agreed to by the State)
<b>DEL-4</b>	POC Configuration and Implementation	<p>The Contractor must set up, configure, and activate the POC in the CDT managed cloud environment per the requirements of Task 5 – POC Configuration and Implementation.</p> <ol style="list-style-type: none"> <li>1. The State will provide written notice to the Contractor and indicate the specific time and duration for the prototype deployment.</li> <li>2. The Contractor must provide written notice to the State once the prototype is operational and/or enhancements are made and provide demonstration.</li> <li>3. The State may provide feedback and the Contractor must attempt to implement the feedback within the duration for prototype deployment.</li> </ol> <p>Acceptance of Deliverable 4 (DEL-4) will be provided with the verification of compliance with the requirements of Task 3 – CDT Managed Cloud Environment – Setup &amp; Configuration and Task 5 - POC Configuration and Implementation, and will</p>	Within thirty (30) business days after MIL-2 (unless otherwise agreed to by the State)

ID	Milestone/ Deliverable Name	Description	Due Date
		be contingent upon the successful completion of Milestone 4 (MIL-4).	
<b>MIL-4</b>	Demonstrate the POC Solution	<p>The Contractor must demonstrate the POC Solution to the State once the solution is operational.</p> <p>Acceptance of Milestone 4 (MIL-4) will be provided with the verification that the Contractor's POC solution substantially meets Section 8 - Solution Requirements and acceptance of Deliverable 4 (DEL- 4).</p>	Within forty-five (45) business days after MIL-2
<b>DEL-5</b>	Solution Testing	<p>The Contractor must:</p> <ol style="list-style-type: none"> <li>1. Develop a Solution Test Management Plan</li> <li>2. Conduct Solution Testing</li> <li>3. Provide the State a Test Report</li> </ol> <p>Acceptance of Deliverable 5 (DEL-5) will be provided with the verification that these deliverables meet the requirements of Task 6 – Solution Testing.</p>	Within ten (10) business days after MIL-4
<b>DEL-6</b>	User Trial Period	<p>The Contractor must enable CalHHS users to exercise the POC for thirty (30) business days.</p> <p>Acceptance of Deliverable 6 (DEL-6) will be provided with the verification that these deliverables meet the requirements of Task 7 – User Trial Period.</p>	Within five (5) days after acceptance of DEL- 5
<b>DEL-7</b>	Final Report	<p>The Contractor must submit a Final Report that:</p> <ol style="list-style-type: none"> <li>1. Details the activities completed during the POC.</li> <li>2. Details Performance Metrics, test case metrics, defects found/resolved and specifications including; <ol style="list-style-type: none"> <li>a. key input data decisions.</li> <li>b. details, approach, and methodology for initial Model tuning, and any updates or changes necessary later in POC.</li> </ol> </li> </ol>	Within fifteen (15) business days after user trial period ends

ID	Milestone/ Deliverable Name	Description	Due Date
		<p>c. specifications and input data transformations and configurations.</p> <p>d. POC system configurations, settings, customization necessary for implementation of and for support the proposed solution in ICP.</p> <p>3. Summarizes the user experience during the User Trial Period (Task 7).</p> <p>4. Details the actual outcomes achieved by the deployment of the prototype, including the identification and discussion of any variances from the expected outcomes described in the POC Approach Document.</p> <p>5. Provides the output described in the POC Approach Document.</p> <p>6. Includes a Final Technical Architecture Diagram that outlines the services and data flow of the entire implemented solution.</p> <p>7. Details lessons learned from the POC that would be implemented by the Contractor if selected to advance to the next phase of RFI<sup>2</sup> #29672.</p> <p>8. Delivers a copy of all data accumulated, collected, developed and/or generated over the course of the POC in a format determined by the State.</p> <p>Acceptance of Deliverable 7 (DEL-7) will also be contingent upon the successful completion of Milestone 5 (MIL-5).</p>	
<b>MIL-5</b>	Final Report Presentation	The Contractor must provide a presentation of the Final Report to the State.	Within five (5) business days of DEL-7.

## 12. ACCEPTANCE CRITERIA

The Contractor must meet the following Acceptance Criteria to satisfactorily meet the obligations of this Agreement:

- A. All Deliverables and Milestones identified in this Agreement have been delivered by the Contractor and Accepted by the State.
- B. Contractor will demonstrate the solution's ability to encrypt data at rest and in transit.
- C. Deployment of functional pre-trained GenAI model.
- D. Solution will integrate with CDT's enterprise Security Information and Event Management (SIEM) solution and allow CDT the ability to monitor logs (per SIMM 140).
- E. Contractor must demonstrate the methodology to detect and report security vulnerabilities.
- F. The prototype must meet the objectives of the POC stated in Section 2 Scope of the Proof of Concept, Section 8 – Solution Requirements, Section 10 – Implementation Approach, and Section 13 – Deliverable Acceptance/Rejection Process.

## 13. DELIVERABLE ACCEPTANCE/REJECTION PROCESS

- A. The Contractor will produce and provide to the State all Deliverables identified in Section 11 – Contractor Deliverables and Milestones, in accordance with the specified requirements and due dates.
- B. It will be the State's sole determination as to whether a Deliverables has been successfully completed and is acceptable by the State. All Deliverables will be subject to the following review process:
  - 1) The State will aim to complete its review of a Deliverable within five (5) business days following submission by the Contractor. The State will notify the Contractor if additional time is needed for State review.
  - 2) If the State requires revisions to a Deliverable, the Contractor will receive written notice from the State.
  - 3) The Contractor will make all appropriate revisions to a Deliverable and resubmit to the State for review within five (5) business days of receiving notification from the State unless additional time is approved by the State in writing.

- 4) The State will review the Contractor's revised Deliverable within five (5) business days of its submission.
- 5) If a revised deliverable does not obtain Acceptance by the State, the State may exercise its rights to terminate the Agreement as specified in Section 3 - Term/Period of Performance.
- 6) The State will provide Acceptance of a Deliverable by issuing a Deliverable Acceptance Document once the State has determined that all requirements have been met.

#### **14. DATA HANDLING AND OWNERSHIP**

The Contractor is obligated to ensure compliance with the following data requirements:

##### **A. Definitions of Data**

- 1) Input Data – means all data that is not publicly available that is obtained or provided by the Contractor to generate the proposed solution.
- 2) State Data – means all data developed pursuant to this Agreement, for the purpose of the POC, including but not limited to any publicly available information and data processed as a result of this POC. Processing may include and not limited to addition of metadata, referential data, or computer processing efforts.

Output Data – means all data generated by the State, the Contractor and the solution under this Agreement, including but not limited to all translation memories, custom glossaries, and style guides.

Solution Input Data – specifically means any data input to the solution, e.g. prompts.

Solution Output Data – specifically means any data output from the solution, e.g. responses.

##### **B. Data Collection and Storage**

State Data and Output Data may be collected by the Contractor for the purpose of performance under this Agreement.

Output Data, including but not limited to Solution Input Data, Solution Output Data, log data, etc., shall be stored exclusively within CDT's managed cloud environments.

C. Data Handling

The Contractor shall encrypt Non-Public Data at rest, in use, and in transit with controlled access.

D. Data Ownership and Usage

- 1) The State shall have exclusive ownership of State Data and Output Data, including but not limited to all translation memories, custom glossaries, and style guides.
- 2) All State Data and Output Data shall remain separated from external data sources and shall not be used outside the POC.
- 3) State Data and Output Data may not be disclosed by the Contractor or used by any parties outside of this Agreement except as expressly permitted by the State in writing.

E. Data Transfer, Transition Period and Destruction

- 1) Unless otherwise stated in the SOW, for thirty (30) days prior to the expiration date of this Agreement, or upon notice of termination of this Agreement, Contractor shall assist the State in extracting and/or transitioning all State Data and Output Data in the format determined by the State ("Transition Period") in accordance with Section 8 (Data Preservation and Retrieval) of the Cloud Computing Special Provisions for Infrastructure as a Service (IaaS) & Platform as a Service (PaaS).
- 2) The Transition Period may be modified in the SOW or as mutually agreed upon in writing by the parties.
- 3) During the Transition Period, data access shall continue to be made available to the State without alteration.
- 4) Contractor agrees to compensate the State for damages or losses the State incurs as a result of Contractor's failure to comply with this section in accordance with the General Provisions Information Technology Cloud Computing Software as a Service (SaaS) Section 20 (Limitation of Liability).

- 5) Unless otherwise agreed to in writing by both parties, within thirty (30) days after data transfer referred to in subsection E(1) above, the Contractor shall permanently destroy or render inaccessible any portion of the State Data and Output Data in Contractor's and/or subcontractor's possession or control. The Contractor shall issue a written statement to the State confirming the destruction or inaccessibility of the State Data and Output Data.

## **15. PROBLEM ESCALATION**

The parties acknowledge and agree that certain problems or issues may arise, and that such matters shall be brought to the State's attention. Problems or issues shall be reported immediately and escalated as necessary through each level, beginning with the First Level. The State personnel include, but are not limited to, the following:

First level: Maureen Keffer, Assistant Equity Officer

Second level: Daniel Torres, Chief Equity Officer

Third level: Sonia Herrera, Deputy Secretary for Administrative Services

## **16. PAYMENT PROVISIONS AND BUDGET DETAIL**

The following payment provisions and budget detail apply to this Agreement:

- A. Payment for services performed under this Agreement shall not exceed \$1.00. It shall be the State's sole determination as to whether a service has been successfully completed and is acceptable.
- B. All payments will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with section 927.
- C. The invoice shall contain the Agreement number; description of the Deliverables and Milestones contained in the invoice; and the date the Deliverables and Milestones were accepted by the State.

## 17. AMENDMENT

This Agreement may be amended, consistent with the terms and conditions of the Agreement and by mutual consent of both parties, subject to approval by DGS. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding not incorporated in the Agreement is binding on any of the parties.

**INNOVATION CONCEPT PAPER**  
**RESPONSE TO REQUEST FOR INNOVATIVE IDEAS (RFI<sup>2</sup>) #29672**

Generative Artificial Intelligence (GenAI) Solution for  
Language Access

**Smartling Generative AI Powered Translation, Language Services, and  
Automated Translation Management Software**

RFI <sup>2</sup> #:	29672
Name:	Timothy Murphy
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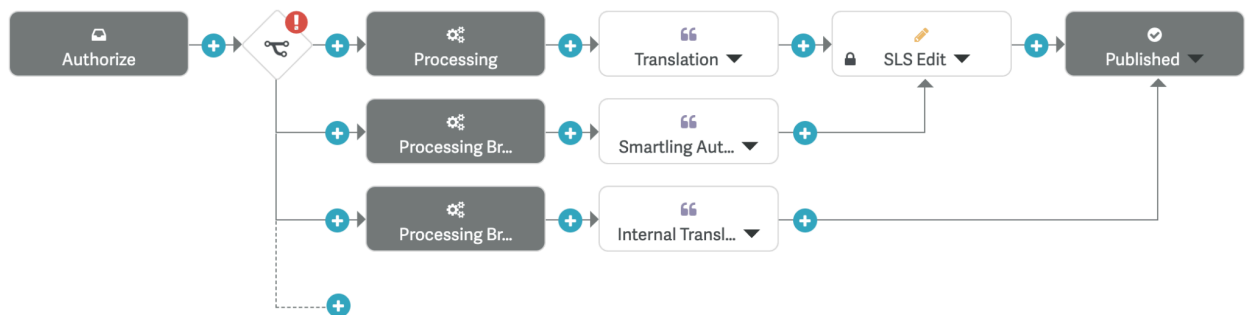
## **1. EXECUTIVE SUMMARY**

Smartling offers a full scale, end-to-end Language Services and Software solution that provides cost-effective, automated, and tech-forward translation workflows leveraging GenAI combined with human review processes. Smartling combines the capabilities of a fully automated Translation Management Software with AI-driven approaches to translation and localization. With our AI-driven Human Translation workflows, Smartling can provide human quality translations for significantly lower cost and on a significantly quicker turnaround time. As a leader in both the TMS and Language Services spaces, Smartling already has the tools in place to take on a large-scale translation project without having to build any additional new tools. Smartling has experience in working with state websites, having helped another US state automate and translate their .gov site into 13 languages. With our full service onboarding and multi person account support staff, we can ensure smooth translations and content automation for the Department of Health and Human Services, and into the remainder of the State of California government entities.

**2. THE IDEA**

Smartling will provide the State of California with our Translation Management Software to automate the flow of new translatable content into our platform. Once it's in our software, we'll apply GenAI translation solutions to translate from the source English content into the most commonly spoken target languages. We'll address all aspects of the problem statement below:

- Smartling will translate all content using our Customized Neural Machine Translation Engines, and our AI driven Human Translation workflows (AIHT). AIHT will provide human quality translations at a significantly faster rate than traditional human translation. We'll also store previous translations within the Smartling platform, which we'll use as leverage for future translations in order to speed up new translation jobs and save cost on translations that have already been completed.
- Smartling will help the State of California create glossaries and style guides that will be implemented into the translation process and provided to translators (Smartling or California's) to ensure accurate and consistent terminologies and tone. The glossaries and style guide will be accessible on the Smartling platform for easy access to all content translators. Glossaries can also be incorporated into Smartling's Machine Translation and AI-driven Human Translation workflows.
- Smartling will provide workflows capable of adding Human Post Edit steps to any Machine translated or human translated content. These post edits will be able to be done by Smartling's or California's translators within the Smartling platform. Multiple steps can be created in the Post Edit step to allow for Smartling translators to review, followed by an additional review step for any internal resources before being published. Below is an example of a Smartling workflow incorporating multiple steps and post edit actions.



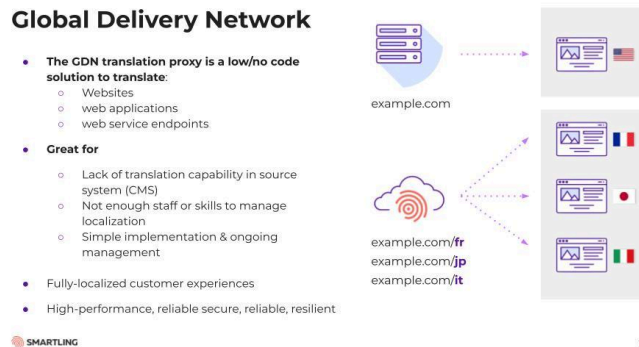
- Smartling's Translation Management Software comes with a number of options to automate the flow of content to and from the State of California's websites and applications. We have existing connectors to common content origination platforms as seen below:

### Integrations and connectors



- Smartling also provides API endpoints for connection to platforms that may not have connectors already built. We have a technical team in place that can help create the communication path between Smartling's platform and California's platforms to ensure content automation.
- Smartling also provides a website proxy solution called the Global Delivery Network (GDN). This acts as a proxy between the .gov site and the end user, translating all content on the website automatically.

This is the solution utilized by our current .gov customers.



- Smartling will ensure documents and web content will remain in their original format by including a contextual analysis tool within the Smartling platform. Translators and editors can view the content as it's being edited, which allows for visibility on any image shifting, text wrapping, or additional formatting issues. Any necessary changes can be made prior to the content being pushed back live to the website or document.
- Smartling will maintain all accessibility requirements existing on the current website with our connectors or GDN solution.
- Smartling has the following security certificates in order to maintain data privacy required by the State of California: Soc2 Type2, ISO 17100, ISO 9001, ISO 13485, PCI Level 1, GDPR, and HIPAA compliance. The State of California will maintain ownership of all data and content provided to Smartling. Smartling can provide security certificates and penetration test results if needed,

### 3. THE SOLUTION

- What are the specific goods, services, and/or technologies that will be used? Smartling TMS platform with CMS, GDN, and/or Machine Translation (MT) connectors, centralized translation memory (TM) and glossary with (TM) and glossary leverage, Autoselect and/or trained MT engines using Google AutoML and/or Microsoft Custom Translator, fuzzy match repair using LLMs such as GPT family (GPT 3.5, 4, 4 Turbo) and/or Palm Bison or Gemini, LLM

improvement of MT output using LLMs such as GPT family (GPT 3.5, 4, 4 Turbo) and/or Palm Bison or Gemini and MT quality estimation using LLMs such as GPT family (GPT 3.5, 4, 4 Turbo) and/or Palm Bison or Gemini with a AI-enabled human translation (AIHT) workflow powered by Smartling Language Services.

- What is the immediate and/or ultimate solution? - Immediate solution is MT Autoselect (best of breed generic engines per language), AIHT and begin customizing engines. The ultimate solution is fully customized engines once the minimum threshold of 10,000 parallel sentences per language has been met.
- When will the solution be ready for implementation? - Any language that has 10,000 parallel sentences per language can be deployed using MT engine customization within 2-3 weeks of receipt of linguistics assets (translation memories and glossaries).
- How soon would the benefits from the solution be realized? The benefits would be realized immediately upon deployment. Our AIHT costs already assume all the technology mentioned in response to the first question above.
- What processes or systems (IT or non-IT) will this solution need to integrate with? All MT and LLM connectors already exist and do not require further integration. The Smartling TMS would be the facilitator of all Language Services, inclusive of the stated technologies and strategies above.

## Platform

As defined in the "Idea" section, the likeliest solution for integration will be our GDN, however we will work with the state during the "Proof of Concept" to identify the most effective approach to content automation and translation within the Smartling platform. All of the below translation options can be easily built into Dynamic Workflows in the Smartling platform.

## AI, LLM, NLP and MT Capabilities

Smartling's world-class AI team of computational linguists, data scientists and product managers is led by Olga Beregovaya, a well known visionary in the AI/NLP/MT world and former President of American Machine Translation Association of Americas and supported in AI Deployments by Alex Yanishevsky

and his team, who is currently Vice President of American Machine Translation Association of Americas (AMTA).

Smartling recognizes that each MT engine has its own strengths and weaknesses. The quality output of these engines is determined by several factors, like language, content type, tone, and even how they handle unique linguistic typology including gender and plurals.

To help our customers select the best MT engine for the job, we have developed MT Auto Select. Since we have over a decade's worth of MT engine performance data, we know what a high quality translation should look like and can use this information to help determine the best engine for each individual job.

Smartling is constantly feeding these ML models with high quality translation data to help recognize patterns for how content should be translated, and which engine is best suited for that content. Simply put: Smartling can determine the best MT engine for your brand to use based on each project and the unique circumstances, language pair and context of each project.

Smartling has over 100 customers who use Smartling Neural Machine Translation (NMT) Hub Autoselect where the best MT provider selection by locale pair is based on AI textual and semantic scoring algorithms. NMT Hub also has logic for pre- and post-processing and custom MT rules to mitigate incorrect MT output or broken strings. In addition, we have MT connectors from the Smartling platform that make use of Google, Microsoft, DeepL, Amazon, Meta NLLB for 200 languages, Systran, Prompt, and IBM Neural Machine Translation (NMT) models, GPT 3.5 Turbo, and GPT 4 (via Open AI and/or Microsoft) and Google PaLM.

For NMT engine training, Smartling has connectors to Google AutoML and Microsoft Custom Translator and are working on integrating with Amazon ACT and Google Adaptive Translation.

As an additional safety measure, our platform provides a fallback mechanism shall a particular model not return a response.

Smartling has built state-of-the-art proprietary tools to curate and select relevant data for MT engine training. In addition, we have proprietary textual and

semantic scoring algorithms to evaluate MT engine performance and content drift.

Smartling has over 25 enterprise clients for whom we've trained over 150 models in 38 plus different languages using our proprietary data curation techniques.

Smartling audits generic AI/ML models for linguistic accuracy per language pair on a 3-6 month cadence using our proprietary machine learning algorithms. Our IT and legal departments thoroughly study each MT and LLM provider's SLAs (such as Open AI) for data security, confidentiality, protection and compliance. In addition, we mention above the thorough tests we conduct on the entirety of our platform to maintain certifications such as ISO, HIPAA, SOC2 and GDPR.

Smartling is currently using deep learning models such as BERT Bi-directional Encoder Representations, Laser, Labse, and COMET to measure MT quality for our internal AIHT (AI-powered Human) process. We've found a strong inverse correlation between the scores of these metrics and MT post-edit rates: higher scores mean lower post-edit distances, therefore indicating an accurate MT. However, we are constantly researching and evaluating the newest natural language processing technologies to refine our MT quality measurements.

Much like Autoselect for MT, Smartling's R&D Department is benchmarking the leading LLMs such as the GPT family, PaLM, Gemini, Amazon Bedrock models, as well as open source models such as Llama2, Mistral and Jupyter for a wide variety of NLP tasks such as machine translation, MTQE (machine translation quality estimation) and automatic post-editing. We have also experimented with few shot examples and more importantly, have fine-tuned models for the use cases mentioned above. We have three patents pending on the use of LLMs for nuanced formality, gender debiasing and gender-neutral "inclusive" copy, and use of personas for forcing stylistic preferences. Lastly, we have developed an internal Prompt Engineering Tool (PET) for optimal prompting techniques.

GPT 3.5 Turbo and GPT 4 are currently in production on our platform for machine translation, injection of client glossary for grammatically correct replacement, locale adaptation and target locale smoothing such as formality.

Smartling is currently using LLMs internally for MTQE for our internal AIHT (AI-powered Human) process and expect such functionality to be available to clients shortly in the platform.

We are working on additional LLM integration such as Amazon Bedrock and open sourced models Llama2 and Mistral for the aforementioned NLP tasks.

Our NMT and LLM benchmarks have been conducted on statistically significant data sets for various content types in numerous verticals that we serve both as a platform and as a Language Services provider. These content types include: UGC, online documentation, software, support materials, legal documents, websites, marketing content in verticals such as technology, medical/life science, financial, legal, hospitality and tourism, construction, and telecom.

#### 4. THE APPROACH

Smartling already services this technology to over 600 customers in the Language Services and Translation Software space. See below for a sampling of customers we provide translation and technology towards.

#### Key industry segments



Since Smartling has a full service solution in place, we'd approach this as a normal onboarding where we'd provide the State of California a CSM (Customer Success Manager) responsible for the training and onboarding of any end users at the state. We don't have a seat limit, the State of California could provide a full list of expected users with access to the platform, and add any additional users throughout the lifetime of Smartling's service. Part of the onboarding process would include a kickoff call, where we can further define success metrics and identify implementation timeline goals. We'd then provide a full scale platform training call, walking all users through the entirety of the Translation Management System.

The CSM would also assist the state in creating the translation workflows that will dictate the means of content translation (MT, AIHT, MT with post edit, etc.) and would help create the Style Guides and Glossary to be utilized by Smartling's translators.

Smartling would also provide the State with an SA (Solutions Architect), who would be responsible for the technical implementation of the Smartling solution. The SA would work closely with the California team to connect our GDN (or other selected connectors) to the State of California's website and ensure the flow of content back and forth before any of the translated content went live to the end users.

Smartling would also assign a Project Manager to the State of California's account, who would liaise between the State and Smartling's translators. They would be responsible for translator assignment and any help related to the actual translation process rather than the software. Smartling will have the same translators working all of their respective language content for the state so they can become familiar with the Glossary and Style Guide to make future translations even more accurate and quicker.

Smartling puts a focus on assigning internal assets relevant to the client's location, we want to ensure any needs that arise from the State can be easily addressed by the CSM, SA, or Project Managers.

As this will all be implemented remotely, we will offer weekly onboarding calls that can be used as training or Q&A sessions to confirm the solution is working as intended and provide a forum for discussion. You'll also have direct access to your CSM as well as our full support team ([support@smartling.com](mailto:support@smartling.com)) who can monitor your account and provide more immediate solutions should any issues arise.

All of the above will also be provided as part of the "Proof of Concept" phase, and then again into the full scale implementation phase for the Department of Health and Human Services, and then any time we onboard a new department/website from the State of California.

Throughout the "Proof of Concept" phase and into any long term contracts given, Smartling will provide measurements of quality for both software and translation speed and quality.

Smartling's software has updates pushed through on a weekly basis to ensure stability and quality of software, we guarantee 99.99% uptime for the software, connectors, or GDN solutions and we will monitor and provide data as requested.

We provide MQM (Multidimensional Quality Metrics) scores, which is an industry standard or translation accuracy measurement, for all of our translation methods. Along with the MQM scoring reports we provide, we'll also provide metrics regarding delivery times for our translations.

Smartling's support and implementation team will help the State of California manage the software and translations from the "Proof of Concept" into managing the full scale of the State of California's translation needs.

If any additional information is required Smartling is happy to provide it during the vendor selection process.