

**REQUEST FOR PROPOSAL
RFP No. CR20-CRC-015**

**Notice to Prospective Proposers for
Videography and Webcasting
Services**

March 16, 2021

You are invited to review and respond to this Request for Proposal (RFP), Videography and Webcasting Services, RFP No. CR20-CRC-015.

Prospective contractors interested in responding to this RFP are encouraged to notify the office of the Citizens Redistricting Commission (Commission) indicating their interest. This will ensure that your firm/team receives supplemental or updated information that may be released subsequent to the Commission's formal issuance of the RFP. Provide the firm's name, address, and contact information. Send by email, postcard, or letter to the attention of Raul Villanueva.

In the opinion of the Commission, this RFP is complete and without need of explanation. However, if you have questions, or should you need any clarifying information, the contact person for this RFP is:

Raul Villanueva
Citizens Redistricting Commission
721 Capitol Mall, Suite 260
Sacramento, CA 95814
Phone: 916.323.0323
E-mail: votersfirstact@crc.ca.gov

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

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REQUEST FOR PROPOSAL

RFP No. CR20-CRC-015

**VIDEOGRAPHY AND WEBCASTING
SERVICES**

**Citizens Redistricting Commission
721 Capitol Mall, Suite 260
Sacramento, CA 95814**

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I PURPOSE AND DESCRIPTION OF SERVICES

The Citizens Redistricting Commission (Commission) is seeking proposals for Streaming Video/Webcasting services to meet the requirements of Govt. Code § 8253(a)(7) which requires the Commission to establish and implement an open hearing process that increases opportunities for the public to observe and participate in the redistricting process.

- The services in this Request for Proposal (RFP) are required for the Commission's business, line drawing, and deliberation meetings.
- The Commission's business, line drawing, and deliberation meetings are anticipated to primarily be broadcast from the Commission's Sacramento offices located at 721 Capitol Mall, Suite 260, Sacramento, CA.
- Travel to meeting sites outside of Sacramento may be required should COVID related restrictions be lifted to the point that in person meetings are possible again.
- The meetings held solely for public education/outreach are included as a separate item for costs. The services will consist of recording and webcasting. It is anticipated that the Commission's public education/outreach will be recorded/webcast remotely.
- The ability to simulcast the Commission's meeting in a non-English language is included as an optional service. This service and its commensurate costs will be included in the award at the Commission's discretion.
- A full description of the services requested in the RFP will be found in Section B, Statement of Work.

A. Background

The Citizens Redistricting Commission (Commission) was established by the Voters FIRST Act, approved by voters in November 2008, amending the California Constitution Article XXI. The Act designates the Commission as the sole body for adjusting the boundary lines of districts once every 10 years following the federal census for the California Senate, Assembly, and Board of Equalization districts, and Congressional districts for the U.S. House of Representatives.

In accomplishing its work, the Commission must hold public meetings and accept public comment prior to, and following, the drawing of maps for California's Congressional, State Senatorial, State Assembly, and Board of Equalization districts. Upon completion of the public meeting process, the Commission must vote on the new district maps to be used for the next decade. The Commission's business, line drawing, and deliberation meetings are where the Commission accomplishes its mandate in an open and transparent process.

B. Statement of Work

Proposers must provide information that enables the Commission to substantiate that the Proposer has the minimum skills, experience and resources, to successfully accomplish the services required by this RFP. The selected Proposer (Contractor) will provide technical services that enable the Commission to broadcast its meeting through the web, take live public comment during its meetings, post videos of its meetings once they conclude, and provide videoconferencing services for participants and members of the public to attend and participate remotely.

1. Contractor's Responsibilities

- a. The Contractor will provide staff to record and webcast from the Commission's Sacramento office location, for one hundred and seventy-five (175) meeting days of the Commission's public meetings, including business meetings, meetings for the purpose of line drawing and gathering public input, and deliberation meetings.
- b. Videography and videoconferencing of Commission meetings will be done using industry standard digital HD video cameras and sound systems to transmit and record all attendees whether attending live or remotely. Audio support will include a public address system and the ability to provide up to seventeen (17) on-site desktop microphones.
- c. Videoconferencing will include the ability to livestream the Commission and its staff, guest speakers and presenters, and to take live public comment during the meeting via telephone attendance or live video.
- d. Videoconferencing will include the ability to integrate one or more videoconference (e.g., ZOOM) meetings as a subset into a common broadcast (not ZOOM, RTMP/SRT for example) platform that incorporates live captioners, American Sign Language (ASL) interpreters, Audio for all, and non-ZOOM video and audio sources.
- e. The Contractor will use HTML5 to allow remote viewers to watch the live stream. The Web URL provided will be for the exclusive use by the Commission.
- f. The Contractor will provide real-time technical support to the Commission, its staff, and agendized presenters should technical issues arise with their ability to participate in, or view a Commission meeting.
- g. The Contractor will have the ability to run and integrate multiple concurrent videoconference (e.g., ZOOM) meetings, plus in-person staff on ZOOM with one video camera for each videoconference (e.g., ZOOM) meeting. Meetings typically involve up to 5 (five) concurrent videoconferences.

- h. The Contractor should have the ability to provide audio feeds to captioners and to the Commission's transcriptionist.

Staff and Their Availability

- a. Contractor will provide on-site staff (two) to broadcast meetings from the Commission's offices in Sacramento, plus one staff person for technical support. Meetings occur weekly for two to four days per week. Meetings are currently scheduled through January 2022, and must be agendized 14 days in advance.
- b. Staff will be on-site at least one (1) hour before each meeting start (meetings are currently run 9:30am to 4:30pm, and/or 1:00p.m. to 8:30 p.m.). Staffing requirements for meetings held outside of the Commission's offices will be determined by the Commission with input by the Contractor.

2. Deliverables

Live Feed and Recordings

- a. Contractor will deliver the webcasts in a format accessible by the viewing public whether they are using a PC, tablet, laptop, or phone.
- b. Contractor will provide access to the webcasts via a link from the Commission's website to a static landing page, proprietary to the Contractor. On-demand access to recordings of webcasts is required.
- c. Access to recordings will be via a link from the Commission's website to a static landing page, proprietary to the Contractor. Use of non-proprietary services, e.g., YouTube, etc. will be deemed unresponsive to the Commission's requirements. Recordings are required to be provided within three (3) working days after the last day of the meeting.
- d. Ability to broadcast and record (not using Zoom) the meetings at 720P 3.9Mbps (using RTMP, for example) to a static web address that can be posted to the Commission's website as a link to access current and past meetings.

3. Equipment

- a. Up to four laptops onsite to support:
 - Live video stream (not Zoom) integrity
 - Live Captioning ingest to video switcher
 - Zoom Meeting Moderation
 - ASL Interpreter ingest and support
- b. Confidence monitors of sufficient size, number and quantity so that meeting participants and vendor staff can adequately view remote meeting participants and the materials being presented by remote presenters. The

number and size of monitors must take into consideration COVID requirements (seating, distancing, etc.).

- c. A live broadcast video switcher that uses up to four (4) HD-SDI in video ports and as many as four HDMI outputs to feed confidence monitors and projectors. This video switcher should be capable of providing live titling, PIP functionality, live video streaming (RTMP via Akamai, for example), live stream (not Zoom) recording, and zoom meeting moderation as currently available to the Commission.
- d. Up to three and, in the future, possibly as many as four HD-SDI video cameras to be used in conjunction with a live video switcher in the room where the meetings are originated/controlled in Sacramento.
- e. Audio Systems and Services: loudspeakers in the room where broadcasts originate from. In addition, seven 18" gooseneck desktop PTT condenser mics for use by CRC staff and others. Please note, this number could grow to more than 16 18" gooseneck condenser mics. In addition, video vendor is currently responsible for providing audio feeds to captioners and to the commission court reporter.

4. Subcontractors

- a. The Contractor is required to identify all subcontractor(s) utilized for contract performance. All subcontractors shall be identified on the Bidder Declaration form, GSPD-05-105 and submitted with Contractor's bid. Using subcontractors to provide products and services in support of this Agreement enables the Proposer to expand their ability to meet the needs of the State. However, use of subcontractors does not relieve the Contractor from any responsibility to the State under the Agreement.
- b. In order to comply with Web Content Accessibility Guidelines 2.0, the public meetings must also have live, open captioning when video recording and live streaming public meetings. The Contractor will provide real-time captioning of the audio content of the public meetings or similar proceedings from spoken English into readable English text. All live streaming services will be compliant with Web Content Accessibility Guidelines 2.0.
- c. The Contractor shall provide captioner(s) 30 minutes in advance of the meeting start time for testing of audio connection and quality. The captioner(s) work remotely and will be sent audio from the Contractor's systems.
- d. Captioners work in 90-minute shifts with a minimum of 15 minutes between captioning sessions. If an agenda for an event does not show 15 minute breaks every 90 minutes then two (2) captioners will be scheduled at the

agreed upon rate per captioner for the duration of the entire event.

- e. Captioning services must meet the requirements described in <https://www.cde.ca.gov/RE/di/ws/videostds.asp> for accuracy. The full standards may be found at: <https://www.cde.ca.gov/re/di/ws/webstandards.asp>.
- f. Captioners will hold current certificates in at least one of the following: RPR (Registered Professional Reporter), RMR (Registered Merit Reporter), CRR (Certified Realtime Reporter), or CCP (Certified CART Provider).

5. Commission Public Education/Outreach Meetings

- a. The Commission will schedule public education and outreach meetings as part of its commitment to meeting the requirements of CA Gov. Code §8253 (a) (7).
- b. It is anticipated that the public education meetings will consist of a 20 minute presentation by the Commission followed by questions from the public.
- c. Services for these meetings will consist of recording the meeting and providing access to the recording. Service requirements will reflect those outlined previously as applicable. For the purposes of costing, the Contractor may consider this a 2 hour engagement if performed remotely, and a three to four (3-4) hour engagement if performed live (based on COVID restrictions being lifted), including setup and breakdown.

6. Simulcast of Commission Meetings in a non-English language

- a. At its option, the Commission may decide to simulcast its meetings in a non-English language (Spanish, for example).
- b. The Commission will provide the language interpreters.
- c. Proposers are asked to submit a work plan including costs describing how they would accomplish the simulcast for each of the options below, in keeping with the previously outlined requirements under Statement of Work.
- d. Option 1: Simultaneous Translation of Audio by Phone Only
Option 2: Simultaneous Translation of Audio by Phone and Live Stream with Video
- e. Proposers should provide for each option how this service would be provided, with the costs related to each option. The Proposer should also include how costs may differ if the Commission chooses to simulcast in more than one non-English language.

C. Commission Responsibilities

The Commission agrees to designate a staff person to whom all Proposer communications will be addressed and who has the authority to act on all aspects of the services. This person will review the RFP and associated documents with the Proposer to ensure understanding of the responsibilities of both parties.

D. Contractor Responsibilities

1. The Contractor agrees to designate a contact to whom all project communications are addressed and who has the authority to act on all aspects of the services. This person will review the Contract and associated Contract documents with the Project Director or their designee to ensure understanding of the responsibilities of both parties.
2. As applicable, Contractor shall ensure this work and coordination shall comply with the regulations of the Americans with Disability Act (ADA) and the Web Content Accessibility Guidelines 2.0 requirements.
3. The Contractor shall provide other services, including necessary work related to scheduling as deemed necessary by the Commission and requested in writing.

II. QUALIFICATIONS AND EXPERIENCE

Proposers must provide information that enables the Commission to substantiate that the Proposer and their staff have the minimum skills, experience and resources to successfully accomplish the services required by this RFP.

1. **Assigned Role of Personnel**
Proposer will include a list of all personnel and their assigned role and responsibility as related to participating in this engagement.
2. **Resumés**
A completed resumé is required for each contract participant who will exercise a major role, as identified by the proposer. The Commission, in its sole discretion, reserves the right to reject any individual proposed to be assigned to the engagement.
3. **Relevance of Contribution**
Resumés must substantiate prior experience with webcasting, web conferencing, and live streaming projects of similar scope as described in this RFP. Resumé projects should include:
 - a. Project start and end dates.

- b. The individual's primary responsibilities relevant to successfully completing the project(s).
4. Knowledge and Expertise in Video conferencing and webcasting
Resumés should specify project experience illustrating that the Proposer and Proposer's staff have knowledge and/or expertise in the following areas:
- a. Webcast Production (preproduction, production and postproduction)
 - b. Audio production (microphone, teleconference feeds, etc.).
 - c. Providing technical support to users
 - d. Experience providing web conferencing services as described in the scope of work
 - e. Experience developing customer web solutions, i.e., customer landing pages for live viewing
 - f. Experience designing, developing, and/or implementing customer web conferencing solutions
 - g. Experience designing, developing, and/or implementing customer solutions re: multi-language feeds, live public input
5. Client References
- a. Proposers must provide references from two (2) different clients. Client references are intended to provide an example of the Proposer's completed work experience. References must support the intent of this RFP.
 - b. Client reference contacts must include the Client's project manager or an individual who had oversight of the Proposer's performance on the project. The references cannot be current employees of the Proposer's company.
 - c. The Commission will contact the client references to validate the information provided and to get an assessment of the offering firm's performance on the work completed during the engagement.

III. PROPOSAL REQUIREMENTS AND INFORMATION

Proposers should include any relevant information and pertinent exhibits in the proposal. Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this solicitation. Emphasis should be on conformance to the instructions and responsiveness to the requirements described herein, and on completeness and clarity of content. Failure to comply may result in rejection.

A. Key Action Dates

The Commission will use its best efforts to adhere to the Key Action Dates in Table 1, through the Proposals Due Date. However, the Commission reserves the right to amend its schedule, as necessary. Changes to the RFP, through the Proposals Due date, will be accomplished by addendum.

Table 1. Key Action Dates

Action	Time	Date
Release of Request for Proposal		March 16, 2021
Questions Due	4:00 p.m.	March 19, 2021
Questions and Answers Posted	4:00 p.m.	March 22, 2021
Proposals Due	5:00 p.m.	March 29, 2021
Opening of Proposals	9:00 a.m.	March 30, 2021
Evaluation Period		March 30-31, 2021
Notice of Intent to Award Posted on Commission's Website		April 2, 2021
Contract Award and Execution		April 10, 2021
Contract Work Begins		Upon OLS Contract Approval
Contract Term Ends		June 30, 2022

B. Questions and Answers

Prospective Contractors requiring clarification or further information on the intent or content of this RFP or on procedural matters regarding the competitive bid process may request clarification by submitting questions in writing by the due date and time found in Table 1 Key Action Dates. All submitted questions and their respective answers will be posted to the Commission's website.

Proposers must clearly mark all questions with "Questions Relating to RFP No. CR20-CRC-015." Written questions must be submitted as follows:

e-mail: [VotersFirst Act@crc.ca.gov](mailto:VotersFirstAct@crc.ca.gov)

fax: (916) 323-0356

mail: Citizens Redistricting Commission
721 Capitol Mall, Suite 260
Sacramento, CA 95814
Attention: Raul Villanueva
Questions Relating to RFP No. CR20 CRC-015

C. Proposer Interview

The Commission will require Proposers to appear before the Commission or to a subcommittee of the Commission for an interview. The date and place of the interviews will be communicated to the respective Proposers and made available to the public. Failure to appear for an interview as specified by the Commission will be grounds for rejection.

The purpose of the interview, if held by the Commission, will be to allow the Proposer to respond to questions from the Commission about their proposal.

D. Cost Detail Format And Requirements

The proposal shall include a detailed quotation of costs for all services that could be charged to the Commission as outlined below.

1. Cost Proposal Work Sheet

The Proposer must complete the Cost Proposal Work Sheet in Attachment D and return it as a **separate, sealed, and clearly identified** document, in a separate envelope from the Requirements Portion of the Final Bid Submission.

2. Cost for Services: Commission Meetings

CRC estimates 175 days of Commission meetings as described in this RFP. Proposer shall provide a “total cost per meeting day.” The rate per day is the rate that will be charged regardless of the actual number of days of Commission Meetings.

3. Cost for Services: Public Education and Outreach

CRC estimates there will be 30 Commission public education and outreach meetings as described in this RFP. Proposer shall provide a “total cost per meeting”. The rate per meeting is the rate that will be charged regardless of the actual number of Public Education and Outreach meetings.

4. Optional Cost: Simulcast

Proposers should include the costs for webcasting and recording a simultaneous non-English webcast of its meetings (in Spanish, for example). The cost for this service should be provided as a “total cost per meeting day”. At its discretion, the Commission may choose to include this service as part of the Agreement.

5. Final Cost

The Final Cost will be included in the basis of award and is the sum of all costs related to videography and webcasting for the Commission meetings and the

Commission's public education and outreach meetings as described in this RFP (E2 and E3, above).

At its discretion, the Commission may choose to include the costs for meeting simulcasts (as specified in E.4, above) as part of the Agreement. If it does, the basis for the Agreement amount will consist of the sum of the Final Cost plus the Optional Costs related to the meeting simulcasts.

6. Travel Expenses

Transportation, lodging, mileage, parking, and subsistence costs, etc., will require prior approval by the Commission or its representative in order to be reimbursed.

- a. All travel-related costs will be paid on a reimbursement basis. No travel expenses will be paid prior to the actual date and time of travel.
- b. Transportation and subsistence costs shall not exceed rates authorized to be paid excluded State employees under current California Department of Human Relations rules. California Department of Human Relations rates for reimbursement can be found at:
<http://www.calhr.ca.gov/employees/Pages/travel-rules-excluded.aspx>

E. Submission Of Proposals

1. Proposals submitted under this solicitation constitute an express acceptance of all provisions of this RFP, including all attachments and exhibits.
2. Proposers should provide straightforward and concise descriptions of their ability to satisfy the requirements of this RFP. The proposal must be complete and accurate.
3. Costs incurred for developing proposals, in anticipation of award of the agreement are entirely the responsibility of the Proposer, and shall not be charged to the State.
4. The **Requirements Portion** of the bid and the **Cost Portions** of the bid must be submitted separately as follows:
 - a. one (1) original and one (1) copy (hard copy) of each,
 - b. one (1) electronic copy of the **Requirements Portion** of the Final Bid Submission (only) in PDF format on a flash drive, and

- c. one (1) electronic copy of the **Cost Portion** of the Final Bid Submission (only) in PDF format on a separate flash drive.
 - d. The hard copies and flash drives must be clearly labeled as either "Proposal: Requirements" or "Proposal: Costs."
- 5. The original and one copy of the proposal shall be printed using Arial or Times New Roman 12 point font, be double-sided to conserve paper, and should be prepared in the least expensive method.
 - 6. Proposals shall be sent in a sealed envelope, clearly marked "**Response to RFP No. CR20 CRC-015,**" and addressed to:

Citizens Redistricting Commission
Attention: Raul Villanueva
721 Capitol Mall, Suite 260
Sacramento, CA 95814
DO NOT OPEN

- 7. A special majority of the Commission (three votes each from the Democrat, Republican, and not affiliated members), as specified by California Government Code Section 8253 (a)(5), is required for award. In the event no bid receives a special majority, the RFP will be cancelled
- 8. An individual who is authorized to bind the proposing firm contractually shall sign the Bidder Certification Sheet (Attachment B). The signature must indicate the title or position that the individual holds in the firm.
- 9. Time is of the essence. Proposals must be received not later than **5 p.m. on March 29, 2021**. Late proposals will not be accepted.
- 10. More than one proposal from an individual, firm, partnership, corporation or association under the same or different names, will not be considered. The Commission, may elect to accept only the first submitted proposal.
- 11. If the proposal is made under a fictitious name or business title, the actual legal name of the Proposer must be provided.
- 12. No verbal understanding or agreement shall be binding on either party.
- 13. All proposals shall include the documents identified in the Required Attachment Checklist (Attachment A).
- 14. Modification or Withdrawal of Proposals. Any proposal that the Commission receives before the deadline to submit proposals may be withdrawn or modified

by written request of the Proposer. However, to be considered, the modified proposal must be received by the deadline.

15. Modification or Amendment of this Request. This RFP may be modified at any time prior to the time set for receipt of proposals and thereafter as long as no proposal has been opened. Upon any such modification, all Proposer s will be notified, and any person or firm who has expressly requested such notice in writing will also be notified. However, persons or firms who have been invited to propose, but who have not indicated their interest in writing, may not be notified of such changes at the discretion of the Commission.
16. Proposals must be complete in all respects and submitted by dates and times shown in Section III.A Table 1, Key Action Dates.

F. Rejection Of Proposals

Submitted proposals may be rejected for any of the following reasons:

1. Right to Reject Any or All Proposals. The Commission may, in its sole discretion, reject any and all proposals submitted in response to this RFP, without regard to the cost or quality of any proposal, or other considerations, upon determination that it is in the best interest of the State to do so.
2. The State does not accept alternate contract language from a prospective contractor. A proposal with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions are not negotiable.
3. Proposals not including the required attachments shall be deemed non-responsive and will be rejected.
4. Omissions, inaccuracies or misstatements will be sufficient cause for rejection of a proposal.
5. A proposal may be rejected if it is conditional, incomplete, or it contains any alterations of form or other irregularities.
6. Proposals that contain false or misleading statements or that provide references, that do not support an attribute or condition claimed by the bidder, will be rejected.

G. EVALUATION PROCESS

1. Proposal Opening
Proposers whose proposals have been timely submitted as specified in Table 1, Key Action Dates, will be notified by email of the date and time of the bid opening and posting. The Commission will also post a public notification on its website.

2. Project References Checked

Once the proposals are opened, the Commission will begin contacting Customer Experience References to validate compliance with the RFP requirements. The Proposer is responsible for ensuring that all reference contacts are available by phone for two business days following the opening of Proposals.

3. Proposer Interviews

The Commission will require Proposers to appear for an interview with the Commission, or to a subcommittee of the Commission. The purpose of the interview will be to allow the Proposer to respond to questions from the Commission about their proposal.

The date and place of the interviews will be communicated to the respective Proposers and made available to the public. Failure to appear for a scheduled interview as specified by the Commission will be grounds for rejection.

4. Evaluation

- a. The subcommittee will prepare its findings to present to the whole Commission as part of an agenda meeting and make a recommendation for award.
- b. In the event the proposal with the highest total score is approved by a special majority of the Commission (three votes each from the Democrat, Republican, and not affiliated members), as required by California Government Code Section 8253 (a)(5), no further votes will be taken, and the contract will be awarded to that Proposer.
- c. The Costs portion of Final Bid submission will remain confidential for proposals determined to be non-responsive to the requirements of the RFP.

d. Evaluation Criteria

Table 4. Scoring Table (Interview included)

Scoring Criteria	Maximum Possible Points
Technical Aspects of Proposal	
References	20
Qualifications and experience of Proposer and lead staff to be assigned to the project	30
Interview	20
Cost	30
TOTAL	100

i. Scoring of Costs Portion

The proposal with the lowest cost will be awarded the maximum cost points. The remaining cost proposals will be awarded cost points as demonstrated in the following example.

EXAMPLE: Weighted Point Value = 30 Points (maximum)

	Proposal Cost	Formula
Lowest Cost Proposal	\$30,000	Lowest Cost = 30 Points
Proposer B:	\$37,500	$\$30,000/\$37,500=0.8 \times 30=24$ points
Proposer C:	\$42,000	$\$30,000/\$42,000=0.71 \times 30=21.3$ points

- ii. If no proposals are received offering a price which in the opinion of the Commission is a reasonable price, the Commission is not required to award an agreement.
- iii. During the evaluation and selection process, the Commission may request the presence of a Proposer's representative for answering specific questions, orally and/or in writing. If discrepancies between sections or other errors are found in a final proposal, the Commission may reject the proposal; however, the Commission may in its sole discretion, retain the

proposal and correct any arithmetic or transposition errors in price or quantity. The Commission will publicly post its decision to award the contract.

J. Award and Protest

1. Notice of the proposed award shall be posted in a public place at the Commission's offices and on its website at least five (5) working days prior to awarding the agreement.
2. If any Proposer prior to the award of contract files a written protest with the Department of General Services (DGS) and the Commission on the grounds that the Proposer is the lowest responsible bidder meeting specifications, the contract shall not be awarded until either the protest has been withdrawn or DGS has resolved the matter. The initial protest must be filed with the Department of General Services:

Office of Legal Services
Attention Bid Protest Coordinator
707 Third Street, 7th Floor, Suite 7-330
West Sacramento, CA 95605

in person or by mail, or preferably submitted electronically to:

OLSProtests@dgs.ca.gov,

and with the Commission at:

Citizens Redistricting Commission
Attention: Bid Protest
721 Capitol Mall, Suite 260
Sacramento, CA 95814

in person or by mail, or preferably submitted electronically to:

votersfirstact@crc.ca.gov.

3. Within five (5) days after filing the initial protest, the protesting Proposer shall file a detailed written statement specifying the grounds for the protest with the Department of General Services (DGS) and the Commission at the locations stated above. It is suggested that any protest be submitted by certified or registered mail.

K. Disposition of Proposals

All proposals submitted in response to this RFP shall become the property of the Commission, will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.), and will be subject to review by the public.

L. Agreement Execution and Performance

1. Service shall start no later than 5 days, or on the express date set by the Commission and the Proposer, whichever is sooner, after all approvals have been obtained and the agreement is fully executed. Should the Proposer fail to commence work at the agreed upon time, the Commission, upon five (5) days written notice to the Proposer, reserves the right to terminate the agreement. In addition, the Proposer shall be liable to the State for the difference between Proposer's Proposal price and the actual cost of performing work by another Proposer.
2. The term of this Agreement begins on the date as indicated on the Standard Agreement for Services (STD. 213) through June 30, 2022, with the option for the Commission to extend the term for up to one year at the contract rates. Changes to the period of performance will require a written Amendment to the Agreement should the Commission exercise its option to extend services.
3. The Proposer shall not be authorized to deliver or commence performance of services as described in this RFP until written approval has been obtained from the Commission and related control entities. No delivery or performance of service may commence prior to the execution of the Agreement.

VI. PREFERENCE PROGRAMS

A. Small Business Preference Program

The proposal should include a statement indicating whether or not the firm claims a small business preference and proposers should certify its small business certification using **Attachment G**.

Bidders claiming the 5 percent preference must be certified by California as a small business or must commit to subcontract at least 25 percent of the net bid price with one or more California Certified Small Business (CCSB).

The CCSB preference will be applied as per CA Gov. Code §14838.

B. Disabled Veteran Business Enterprise (DVBE) – Declaration and Program Incentive

The DVBE Incentive Program does not apply to this solicitation.

REQUIRED ATTACHMENTS

Attachment	A:	Required Attachment Checklist
Attachment	B:	Statement of Captioner Certification
Attachment	C:	Description of Services/Costs for Simulcast
Attachment	D:	List of Personnel with their Resumes
Attachment	E:	Two References
Attachment	F:	Bidder Certification Sheet
Attachment	G:	Bidder Declaration
Attachment	H:	Cost Proposal Work Sheet
Attachment	I:	Target Area Contract Preference Act
Attachment	J:	Darfur Contracting Act Certification
Attachment	K:	Confidentiality/Nondisclosure Statement
Attachment	L:	California Civil Rights Laws Certification
Attachment	M:	Contractor Certification Clauses
Attachment	N:	Payee Data Record

SAMPLE STANDARD AGREEMENT (STD.213)

Exhibit A - Scope of Work

Exhibit B - Budget Detail and Payment Provisions

Exhibit C - General Terms and Conditions

ATTACHMENT A - REQUIRED ATTACHMENT CHECKLIST

For a proposal to be responsive, all required attachments must be submitted to the Commission by the proposal due date. A complete proposal package will consist of the items identified below. Place a check mark or "X" next to confirm the items are in your proposal.

Check	Description	Attachment
_____	One original proposal with original signatures	
_____	One photocopy of the original proposal, printed double-sided	
_____	Required Attachment Checklist	Attachment A
_____	Statement of Captioner Certification	Attachment B
_____	Description of Services/Costs for Simulcasting	Attachment C
_____	List of Personnel with their Resumes	Attachment D
_____	Two References	Attachment E
_____	Bidder Certification Sheet	Attachment F
_____	Bidder Declaration	Attachment G
_____	Cost Proposal Work Sheet	Attachment H
_____	Target Area Contract Preference Act	Attachment I
_____	Darfur Contracting Act Certification	Attachment J
_____	Confidentiality/Nondisclosure Statement	Attachment K
_____	California Civil Rights Laws Certification	Attachment L
_____	Contractor Certification Clauses	Attachment M
_____	Payee Data Record	Attachment N

ATTACHMENT F - BIDDER CERTIFICATION SHEET

This Bidder Certification Sheet must be signed and returned along with all the "required attachments" as an entire package in duplicate with **original signatures**. The proposal must be transmitted in a sealed envelope in accordance with RFP instructions. **An unsigned bidder certification sheet may be cause for rejection.**

- A. Place all required attachments behind this certification sheet.
- B. The signature affixed hereon and dated certifies compliance with all the requirements of this proposal document. The signature below authorizes the verification of this certification.

1. Company Name	2. Telephone Number ()	2a. Fax Number ()
3. Address		
Indicate your organization type:		
4. <input type="checkbox"/> Sole Proprietorship	5. <input type="checkbox"/> Partnership	6. <input type="checkbox"/> Corporation
Indicate the applicable employee and/or corporation number:		
7. Federal Employee ID No.	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 Certification and Resources (OSBCR) as:		
a. California Small Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter certification number:		
b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> . If yes, enter your service code:		
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 OSBCR, if an application is pending:		

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 Small Business, place a check in the "yes" box, and enter your certification number on the line. If certified as a Disabled Veterans Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified to one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to the California Office of Small Business and DVBE Services.

ATTACHMENT G - BIDDER DECLARATION

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

Solicitation Number

BIDDER DECLARATION

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

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

Subcontractor Name, Contact Person, Phone Number & Fax Number	Subcontractor Address & Email Address	CA Certification (MB, SB, NVSA, DVBE or None)	Work performed or goods provided for this contract	Corresponding % of bid price	Good Standing?	51% Rental?
<div style="background-color: #d9e1f2; height: 40px;"></div>	<div style="background-color: #d9e1f2; height: 40px;"></div>	<div style="background-color: #d9e1f2; height: 40px;"></div>	<div style="background-color: #d9e1f2; height: 40px;"></div>	<div style="background-color: #d9e1f2; height: 40px;"></div>	<div style="background-color: #d9e1f2; text-align: center;"><input type="checkbox"/></div>	<div style="background-color: #d9e1f2; text-align: center;"><input type="checkbox"/></div>
<div style="background-color: #d9e1f2; height: 40px;"></div>	<div style="background-color: #d9e1f2; height: 40px;"></div>	<div style="background-color: #d9e1f2; height: 40px;"></div>	<div style="background-color: #d9e1f2; height: 40px;"></div>	<div style="background-color: #d9e1f2; height: 40px;"></div>	<div style="background-color: #d9e1f2; text-align: center;"><input type="checkbox"/></div>	<div style="background-color: #d9e1f2; text-align: center;"><input type="checkbox"/></div>
<div style="background-color: #d9e1f2; height: 40px;"></div>	<div style="background-color: #d9e1f2; height: 40px;"></div>	<div style="background-color: #d9e1f2; height: 40px;"></div>	<div style="background-color: #d9e1f2; height: 40px;"></div>	<div style="background-color: #d9e1f2; height: 40px;"></div>	<div style="background-color: #d9e1f2; text-align: center;"><input type="checkbox"/></div>	<div style="background-color: #d9e1f2; text-align: center;"><input type="checkbox"/></div>

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

BIDDER DECLARATION Instructions

All prime bidders (the firm submitting the bid) must complete the Bidder Declaration.

- 1.a. Identify all current certifications issued by the State of California. If the prime bidder has no California certification(s), check the line labeled "None" and proceed to Item #2. If the prime bidder possesses one or more of the following certifications, enter the applicable certification(s) on the line:
- Microbusiness (MB)
 - Small Business (SB)
 - Nonprofit Veteran Service Agency (NVSA)
 - Disabled Veteran Business Enterprise (DVBE)

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

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

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

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

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

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

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

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

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

2. (continued) Column Labels

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

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

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

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

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

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

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

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

Enter "N/A" if the:

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

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

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

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

ATTACHMENT H - COST PROPOSAL WORKSHEET

The Proposer's cost for provision of all services required in the RFP must be included within the Cost elements below. Complete and return this work sheet in the Bid Costs portion of Final Bid submission. The Bid Costs portion of Final Bid submission must be a separate, sealed, and clearly identified document.

1. Final Cost

Sum of all costs associated with the provision of services as outlined in the RFP for 175 days of Commission meetings and 30 Public Education and Input Hearings. The Final Cost will be used as a basis for award.

Item	Cost per Occurrence	Number of Occurrences	Subtotal
A. Video and webcasting per day of Commission Meetings		X 175	
B. Video and webcasting per meeting for Commission Public Education and Outreach Meetings		X 30	

Total Cost Bid \$ _____

2. Simulcasting (III.E.6):

Costs for webcasting and recording a simultaneous non-English webcast of its meetings (in Spanish, for example). The cost for this service should be provided as a "total cost per meeting day". A separate cost should be provided for each option.

\$ _____

ATTACHMENT I - TARGET AREA CONTRACT PREFERENCE ACT

STD. 830 (REV. 10/2019) (FRONT)

**TARGET AREA CONTRACT PREFERENCE ACT
PREFERENCE REQUEST FOR GOODS AND SERVICES SOLICITATIONS**

Print

Clear

STATE OF CALIFORNIA – DEPARTMENT OF GENERAL SERVICES
DISPUTE RESOLUTION AND PREFERENCE PROGRAMS

Complete this form to request TACPA preferences for this bid.

SOLICITATION NUMBER	AGENCY/DEPT
---------------------	-------------

Target Area Contract Preference Act (TACPA) preferences are available only if the lowest responsible bid and resulting contract exceeds \$100,000. Your firm must be California based. You must certify, under penalty of perjury, to perform either 50% of the labor hours required to complete a contract for GOODS, or 90% of the labor hours required to complete a contract for SERVICES in the Target Area Contract Preference Act zone(s) you identify in Section I. The TACPA provides bid selection preferences of 5% for eligible worksites (Section I), and 1% to 4% for hiring eligible workforce employees (Section II). To identify Census Tract and Block Group numbers contact the city or county Planning and Development Commission for the intended worksite or visit the U.S. Census Bureau website (www.census.gov).

Section I. 5% WORKSITE(S) PREFERENCE ELIGIBILITY AND LABOR HOURS

To the Bidder: Preference may be denied for failure to provide the following required information:

- (1) Identify each firm in the supply chain, including yours, that will perform any of the contract labor hours required to complete this contract. Identify your role in the distribution process. Transportation hours performed by each carrier must be reported separately.
- (2) List complete addresses for each firm named below.
- (3) Report projected number of labor hours required to perform the contract for each firm.
- (4) Enter the CENSUS TRACT number.
- (5) Enter the BLOCK GROUP number.
- (6) Identify the California designated TACPA worksite(s) by entering the proper Criteria letter A, B, C, D, E, F (see reverse for instructions) in the Criteria column.

(1) FIRM NAME and CONTRACT FUNCTION: (Manufacturing, transportation, shipping, warehousing, admin., etc.) Use additional pages, as needed, to fully report worksite information.	(2) WORKSITE ADDRESS Street Address, City, County, State, Zip Code, Phone Number	(3) PROJECTED LABOR HOURS	COMPLETE FOR ALL SITES LOCATED WITHIN A TACPA PREFERENCE AREA(S)		
			(4) TRACT NUMBER	(5) BLOCK NUMBER	(6) CRITERIA (A – F)
TOTAL PROJECTED LABOR HOURS:		0.00			

Section II. 1% TO 4% WORKFORCE PREFERENCE

Bidders must qualify their firm's work site eligibility to request an additional 1% to 4% workforce preference in Section II

- ☐ I request a 1% preference for hiring eligible persons to perform 5 to 9.99% of the total contract labor hours.
☐ I request a 2% preference for hiring eligible persons to perform 10 to 14.99% of the total contract labor hours.
☐ I request a 3% preference for hiring eligible persons to perform 15 to 19.99% of the total contract labor hours.
☐ I request a 4% preference for hiring eligible persons to perform 20% or more of the total contract labor hours.

Section III. CERTIFICATION FOR WORKSITE AND WORKFORCE PREFERENCES

To receive TACPA preferences, the following certification must be completed and signed by the Bidder.

I hereby certify under penalty of perjury that the bidder (1) is a California based company as defined in the TACPA regulations; (2) shall ensure that at least 50% of the labor hours required to complete a contract for Goods, or 90% of the labor hours to complete a Services contract shall be performed at the designated TACPA worksite(s) claimed in Section I; (3) shall hire persons who are TACPA eligible employees to perform the specified percent of total contract labor hours as claimed in Section II; (4) has provided accurate information on this request. I understand that any person furnishing false certification, willfully providing false information or omitting information, or failing to comply with the TACPA requirements is subject to sanctions as set forth in the statutes.

BIDDER'S NAME & TITLE	BIDDER'S SIGNATURE	PHONE NUMBER	DATE
		FAX NUMBER	

Citizens Redistricting Commission
Request for Proposals No. CR 20-CRC-015
Page 26

STD. 830 (REV. 10/2019) (REVERSE)

**TARGET AREA CONTRACT PREFERENCE ACT
PREFERENCE REQUEST FOR GOODS AND SERVICES SOLICITATIONS**

Target Area Contract Preference Act References and Instructions

The Target Area Contract preference Act (TACPA), GC §4530 et seq., and 2 CCR §1896.30 et seq., promotes employment and economic development at designated distressed areas by offering 5% worksite and 1% to 4% workforce bidding preferences in specified state contracts. The TACPA preferences do not apply to contracts where the worksite is fixed by the contract terms. These preferences only apply to bidders who are California based firms, and only when the lowest responsible bid and resulting contract exceed \$100,000. Bidders must certify, under penalty of perjury to perform either 50% (for GOODS contracts) or 90% (for SERVICES contracts) of the labor hours required to complete this contract in the eligible TACPA area worksite(s) identified in Section I on the reverse side of this page. TACPA preferences are limited to 9%, or a maximum of \$50,000 per bid. In combination with any other preferences, the maximum limit is 15% of the lowest responsible bid; and, in no case more than \$100,000 per bid.

**Section I
Worksite Preference Eligibility and Labor Hours**

Bidders must identify at least one eligible TACPA worksite by entering the criteria letter A, B, C, D, E or F in the "Criteria" column and enter the "Census Tract" and "Block Group" Numbers to be eligible for the preference. You must name each and every firm or site where contract labor hours will be worked. Preference requests may be denied if an eligible California TACPA worksite is not identified, or all firms performing contract labor hours are not identified. Enter one of the following "Criteria" letters to identify each TACPA worksite on the reverse page:

- A. The firm is located in a California eligible distressed area(s).
- B. The firm will establish a worksite(s) in a California eligible distressed area(s).
- C. The firm is in a census tract with a contiguous boundary adjacent to a California eligible distressed area.
- D. The firm will establish a worksite(s) located directly adjoining a valid TACPA census tract/block group that when attached to the California eligible distressed area(s) forms a contiguous boundary.
- E. The bidder will purchase the contract goods from a manufacturer(s) in a California eligible distressed area(s). **This option applies to solicitations for GOODS only.**
- F. The bidder will purchase contract goods from a manufacturer(s) in directly adjoining census tract blocks that when attached to the California eligible distressed area(s) forms a contiguous boundary. **This option applies to solicitations for GOODS only.**

Enter labor hours for each listed firm and site. The hours shall be reasonable and shall only include the labor hours necessary and required to complete the contract activities. Artificially increasing hours at a claimed TACPA worksite, or understating labor hours worked outside the eligible worksite may result in a denied preference request. Do not include machine time and non-labor time when projecting contract labor hours. Report all bidder work hours and those of any subcontractor performing this contract. All transportation hours must be reported for each carrier separately and must not be combined or included with hours for manufacturing, processing, or administration, or at any eligible TACPA site. Failure to list all the labor hours to be performed at the reportable sites will result in a denial of this preference request.

The bidder must explain, by activity, their firm's projected contract labor hours by completing and signing the *Bidder's Summary* form (included with this solicitation).

STATE OF CALIFORNIA – DEPARTMENT OF GENERAL SERVICES
DISPUTE RESOLUTION AND PREFERENCE PROGRAMS

If supplying goods, the bidder must also provide a completed and signed *Manufacturer's Summary* form (included with this solicitation) that specifies the number of projected labor hours necessary to make the product(s).

**Section II
Workforce Preference**

Eligibility to request a workforce preference is based on the bidder first claiming and receiving approval of the 5% TACPA worksite preference. The workforce preferences are only awarded if the bidder hires and employs the TACPA qualified individuals. Workforce preferences will not be approved for another firm's employees. By claiming a workforce preference percentage, the bidder must have its eligible employees perform the specified percentage of the total contract workforce labor hours. See Section I, "Total Projected Labor Hours," STD. 830. To claim the workforce preferences select or check the appropriate box for percent of requested bid preferences in Section II.

**Section III
Certification for Worksite and Workforce Preferences**

Bidder must sign, under penalty of perjury, the certification contained in Section III to be eligible for any of the preferences requested pursuant to this form. The penalties associated with the TACPA statute are: GC §4535.1, a business which requests and is given the preference by reason of having furnished a false certification, and which by reason of that certification has been awarded a contract to which it would not otherwise have been entitled, shall be subject to all of the following:

- (a) Pay to the State any difference between the contract amount and what the State's cost would have been if the contract had been properly awarded.
- (b) In addition to the amount specified in subdivision (a), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract involved.
- (c) Be ineligible to directly or indirectly transact any business with the State for a period of not less than six months and not more than 36 months.

Prior to the imposition of any sanction under this chapter, the contractor or vendor shall be entitled to a public hearing and to five days notice of the time and place thereof. The notice shall state the reasons for the hearing.

If you receive an award based on these preferences you will be required to report monthly on your contract performance, labor hours, and TACPA compliance.

For questions concerning preferences and calculations, or if a bid solicitation does not include preference request forms, please call the awarding Department's contract administrator. Only another California certified small business can use TACPA, EZA or LAMBRA preferences to displace a California certified small business bidder.

To identify TACPA distressed worksites contact the local city or county Planning/Economic Development offices of the proposed worksite, or go to <http://factfinder.census.gov> and click on "Enter a street address" to find a Census Tract and Block Group. Verify the Census Tract and Block numbers for TACPA sites by calling the DGS, Procurement Division preference line at (916) 375-4609.

ATTACHMENT J - DARFUR CONTRACTING ACT CERTIFICATION

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

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

OPTION #1 - CERTIFICATION

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

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

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

OPTION #2 – WRITTEN PERMISSION FROM DGS

Pursuant to Public Contract Code Section 10477(b), the Director of the Department of General Services may permit a scrutinized company, on a case-by-case basis, to bid on or submit a proposal for a contract with a state agency for goods or services, if it is in the best interests of the state. If you are a scrutinized company that has obtained written permission from the DGS to submit a bid or proposal, complete the information below. We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services to submit a bid or proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.

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

REV 12/19

ATTACHMENT K - CONFIDENTIALITY/NONDISCLOSURE STATEMENT

CONFIDENTIALITY/NONDISCLOSURE STATEMENT

The undersigned acknowledges and agrees that the contents of any personal, technical, and other data and information relating to the Commission's operations that are made available to the Contractor in carrying out this Agreement, or that become available to the Contractor in carrying out this Agreement, are confidential and shall be protected by the Contractor from unauthorized use or disclosure, as described in this Agreement. In providing that protection, Contractor shall comply with this Agreement and any other procedural requirements of the State that are provided in writing to the Contractor. In that regard, the undersigned acknowledges and agrees to all of the following:

- (a) The work products and records, documents, or information used in support of the work products that are made available to the Contractor pursuant to this Agreement, including, but not limited to all personal, technical, and other data and information used in support of, or contained in those work products, are confidential and shall be protected by the Contractor from unauthorized use or disclosure. In providing that protection, Contractor shall comply with this subdivision and any other procedural requirements of the Commission that are provided in writing to the Contractor.
- (b) Contractor shall not disclose data or disseminate the contents of any preliminary or final work product or records, documents, or information used in support of the work product without the written permission of the Commission.
- (c) With the exception of comments made about the work product to the Commission or its staff, Contractor shall not make comments to any individual, including, but not limited to, any member of the media regarding the work product, nor shall Contractor comment on the Commission's actions regarding the work product, without the prior written consent of the Commission.
- (d) Contractor acknowledges that all work products and records, documents, or information used in developing the work products, as well as all work products themselves, remain the sole property of the Commission and may not be used by the Contractor for any purposes outside the scope of this Agreement without the prior written consent of the Commission.

2. CONFIDENTIALITY/NONDISCLOSURE ACKNOWLEDGMENT

(To be completed by each of contractor’s personnel)

The undersigned Contractor acknowledges that he/she has been provided with a copy of the Confidentiality/Nondisclosure Statement between the Commission and Contractor (Agreement) and understands that any records, documents, and information, or any draft or final work product that the undersigned reviews or produces in connection with providing services to the Commission are subject to the terms of the Agreement.

Company/Firm Name

Print Name

_____	_____	_____
Signature	Title	Date

ATTACHMENT L - CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

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

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

CERTIFICATION

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

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

ATTACHMENT M - CONTRACTOR CERTIFICATION CLAUSES

(CCC 04/2017)

CERTIFICATION

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

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

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)
2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - (a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - (b) Establish a Drug-Free Awareness Program to inform employees about:
 - 1) The dangers of drug abuse in the workplace.
 - 2) The person's or organization's policy of maintaining a drug-free workplace.
 - 3) Any available counseling, rehabilitation and employee assistance programs.
 - 4) Penalties that may be imposed upon employees for drug abuse violations.
 - (c) Every employee who works on the proposed Agreement will:
 - 1) Receive a copy of the company's drug-free workplace policy statement.
 - 2) Agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)
4. **EXPATRIATE CORPORATIONS:** Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.
5. **DOMESTIC PARTNERS:** For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.
6. **GENDER IDENTITY:** For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

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

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

- 1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making

position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)
Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. **LABOR CODE/WORKERS' COMPENSATION:** Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)
3. **AMERICANS WITH DISABILITIES ACT:** Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
4. **CONTRACTOR NAME CHANGE:** An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
5. **CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**
 - (a) When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
 - (b) "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
 - (c) Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
7. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

ATTACHMENT N - PAYEE DATA RECORD

Complete, sign (original signature) and return in Requirements Portion of the Final Bid Submission. No payment can be made unless this form is completed.

A fillable form is available on the Department of General Services website at

<https://www.dgs.ca.gov/PD/Forms?search=Payee%20Data&topicCategoryFilters=&audienceCategoryFilters=&sort=relevance&activeFilters=&page=1>

VI. SAMPLE - STANDARD AGREEMENT (STD. 213)

Do not complete or return the sample Standard Agreement, sample Scope of Work and Description of Services, or the sample Budget Detail and Payment Provisions.

STATE OF CALIFORNIA – DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT STD 213 (Rev 03/2019)	AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
1. This Agreement is entered into between the Commission and the Contractor named below:		
STATE AGENCY'S NAME California Citizens Redistricting Commission		
CONTRACTOR'S NAME		
2. The Term of this Agreement is:		
START DATE		
THROUGH END DATE		
3. The maximum amount of this Agreement is:		
4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.		
Exhibits	Title	Pages
Exhibit A	Scope of Work	
Exhibit B	Budget Detail and Payment Provisions	
Exhibit C	General Terms and Conditions	
<i>Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.</i> <i>These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources</i>		
IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.		
CONTRACTOR		
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)		
CONTRACTOR BUSINESS ADDRESS	CITY	
PRINTED NAME OF PERSON SIGNING	TITLE	
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED	
STATE OF CALIFORNIA		
CONTRACTING AGENCY'S NAME		
CONTRACTING AGENCY ADDRESS	CITY	
PRINTED NAME OF PERSON SIGNING	TITLE	
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED	
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)	

EXHIBIT A - SCOPE OF WORK AND DESCRIPTION OF SERVICES

1. PURPOSE OF THIS AGREEMENT

- a. The 2020 Citizens Redistricting Commission (Commission or State) and the Contractor enter into this Agreement for the purpose of [Contractor's Name] to provide technical line drawing services as described herein:

Article XXI of the CA Constitution requires the Citizen's Redistricting Commission (Commission) to redraw California's Congressional districts, State Senatorial, State Assembly, and Board of Equalization districts. The Contractor will provide technical services that enable the Commission to broadcast its Commission meetings (business, line drawing, public input, etc.) and public education and outreach meetings through the web, take live public comment during its meetings, post videos of its meetings once they conclude, and provide videoconferencing services for participants and members of the public to attend and participate remotely.

- b. The services shall be performed at designated Commission meetings and public education and outreach meetings to primarily be broadcast from the Commission's Sacramento offices located at 721 Capitol Mall, Suite 260, Sacramento, CA.
- c. Travel to meeting sites outside of Sacramento may be required should COVID related restrictions be lifted to the point that in person meetings are possible again.
- d. The services shall be provided from approval of this contract through June 30, 2022 at times and locations as provided for by the Commission in consultation with Contractor. The Commission may, at its discretion, extend the contract term for an additional year, or amend the contract amount to permit additional work.
- e. No minimum amount of work is guaranteed under this Agreement.

2. CONTRACTOR PROVIDES VIDEOGRAPHY AND WEBCASTING SERVICES

Contractor will provide technical services that enable the Commission to broadcast its meetings and public education and outreach meetings through the web, take live public comment during its meetings, post videos of its meetings once they conclude, and provide videoconferencing services for participants and members of the public to attend and participate remotely.

The Contractor will have sole responsibility for the following:

- a. Provide staff to record and webcast from the Commission's Sacramento office location, for the Commission's public meetings, including business meetings, meetings for the purpose of line drawing and gathering public input, and deliberation meetings;
- b. Provide videography and webcasting services for the Commission's public education and outreach meetings. Services for these meetings will consist of recording the meeting and providing access to the recording as outlined in the RFP;
- c. Provide real-time technical support to the Commission, its staff, and agendized presenters should technical issues arise with their ability to participate in, or view a Commission meeting;
- d. Run and integrate multiple concurrent videoconference (e.g., ZOOM) meetings, plus in-person staff on ZOOM with one video camera for each videoconference (e.g., ZOOM) meeting;
- e. Deliver the webcasts in a format accessible by the viewing public whether they are using a PC, tablet, laptop, or smart phone;
- f. Provide the public with access to the webcasts via a link from the Commission's website to a static landing page, proprietary to the Contractor. On-demand access to recordings of webcasts is required.

3. Performance Review and Acceptance Criteria

It shall be the Commission's sole determination as to whether the Contractor's performance has been successfully completed and is acceptable to the State.

1. Should the work performed or work product produced by the Contractor fail to meet the minimum State requirements or other applicable standards, specifications, or guidelines, the Commission will notify the Contractor in writing. The notification will identify the specific inadequacies and/or failures in the services performed and/or the products produced by the Contractor.
2. Failure by the Contractor to respond to initial problem notification may result in contract termination. In the event of such termination, the State must pay all amounts due to the Proposer for all work accepted prior to termination, based on hours and work products.

4. PROJECT REPRESENTATIVES

2020 California Citizens Redistricting Commission	Contractor's Name
Project Coordinator: Name and Title	Name, Title:
Address:	Address:
Phone:	Phone:
Fax:	Fax:
Email:	Email:
Business Services Coordinator:	Authorized to Perform Services: List names here if not provided in Exhibit B.

EXHIBIT B - BUDGET DETAIL AND PAYMENT PROVISIONS

1. AMOUNT PAYABLE

In exchange for providing the promised services specified in **Exhibit A** of this Agreement, the State shall pay the Contractor at the rate(s) specified below:

< **Cost Proposal Work Sheet – may be inserted here or as an Exhibit** >

2. PAYMENTS

- a. The consideration to be paid to the Contractor, as provided herein, is in compensation for all of the Contractor's expenses incurred in performance of this Agreement, including travel and other expenses.
- b. The Contractor shall arrange for any Commission approved travel required under this Agreement. The Commission shall reimburse the Contractor for documented travel and other expenses incurred by the Contractor in providing the services that are the subject of this Agreement at locations other than the Contractor's usual place or places of business.
- c. Travel reimbursement shall be made in accordance with the California State Travel Reimbursements guidelines as published by the [Department of Human Resources](#) and regulations at 2 CCR 599.615 et seq. in effect for excluded employees when the expenses are incurred, if preapproved by the Commission and supported by a receipt.
- d. Contractor shall submit invoices on a monthly basis by the tenth (10th) day of each month. The invoices shall include a separate itemized accounting of all charges, including appropriate original receipts for any pre-approved travel. Charges for travel submitted without receipt or approved documentation may not be paid.

- e. Each invoice submitted by the Contractor shall include the following:
 - 1. The contract number as it appears on this Agreement.
 - 2. The Contractor's full name, company name (if applicable), and billing address as it appears in this Agreement.
 - 3. An invoice number and invoice date.
 - 4. A separate line item for each charge.
 - 5. Original receipts for all included travel.
 - 6. The signature of the Contractor or the Contractor's representative.
- f. Invoices shall be submitted to:

**California Citizens Redistricting Commission
Attention: Accounting
721 Capitol Mall, Suite 260
Sacramento, CA 95814**

- g. Progress payments to Contractor for work performed or costs incurred in the performance of the contract shall consist of payment for services provided the previous month, e.g. videography and webcasting services and related travel for Commission meetings and Commission Public Education and Input Meetings held the previous month.
- h. Not less than 10 percent of the contract amount shall be withheld pending final completion of the contract.
- i. As a necessary precursor to receiving payment from the State, the Contractor shall maintain a completed Payee Data Record Form (STD 204) on file with the Commission.
- j. The Contractor shall keep and preserve all back-up documentation to support the entries included in its invoices submitted to the Commission for a period of three (3) years after final payment is made unless a longer period of records retention is agreed upon. The Contractor agrees to allow the Commission and/or the California State Auditor access to such records during normal business hours and to allow interviews of any employees who reasonably might have information related to such records.

3. BUDGET CONTINGENCY CLAUSE

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

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

4. PROMPT PAYMENT CLAUSE

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

EXHIBIT C - GENERAL TERMS AND CONDITIONS (GTC 04/2017)

1. **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT:** 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 or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT:** This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT:** Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. **DISPUTES:** Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE:** The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor

under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR:** Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. **RECYCLING CERTIFICATION:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regulations, Tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regulations, Tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble

damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

- d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. **CHILD SUPPORT COMPLIANCE ACT:** For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

- a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. **UNENFORCEABLE PROVISION:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. **PRIORITY HIRING CONSIDERATIONS:** If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. **SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:**

- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
- b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as

may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)