

**Notice to Prospective Bidders**  
**Citizens Redistricting Commission**  
**Videography, Video and Teleconferencing, and Streaming Services**  
**CR 20-CRC-001**

**July 29, 2020**

As a State of California certified small business (SB), you are invited to review and respond to this contracting opportunity for Videography Services offered by the Citizens Redistricting Commission. Government Code Section 14838.5 allows state agencies to contract with California certified SB's for goods, services and information technology for up to \$249,999.99 as long as the agency obtains price quotations from two or more certified SB's, including microbusiness(es) (MBs) with the condition that the contract award, if made, is to a California certified SB (MB).

Please find attached the sample contract for the services requested. All questions must be submitted in writing to the Acquisition Analyst prior to August 03, 2020 5:00pm. Verbal information will not be binding on the State unless such information is issued in writing as an addendum.

Please return Exhibit B, Attachment 1 by: **August 09, 2020**. A scanned completed document sent via email is preferable; however, hard copies can be hand-delivered to the Acquisition Analyst at the below address. Please ensure insurance requirements and prevailing wages, if applicable, as identified in the sample contract are considered in your quote.

**Please note: Information displayed in orange font in the attached sample contract is for bidding purposes only and will not appear in the final contract.** In order to award a contract, the apparent winning Contractor will need to complete the below items as directed and provided by the Acquisition Analyst:

- Payee Data Record (STD 204), which can be viewed and downloaded at the following internet site: <http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf>
- Bidder Declaration (GSPD-05-105), which can be viewed and downloaded at the following internet site: <http://www.documents.dgs.ca.gov/pd/delegations/GSPD105.pdf>
- Contractor Certification Clauses (CCC – 04/2017), which can be viewed and downloaded at <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>
- Commercially Useful Function Certification (Pursuant to Chapter 623, Statutes of 2003)
- Three (3) Bidder References (with satisfactory job performances on similar scope work)
- Darfur Contracting Act Certification (Pursuant to Darfur Contracting Act of 2008)
- Certificate of Insurance and endorsements as identified in Exhibit D.6 of the attached sample contract
- If required by law, proof of registration with the Department of Industrial Relations
- Resume of principal consultant in Word format. Resumes will be incorporated as an exhibit in the final contract

Any agreement entered into with the State of California, will have the following included by reference:

- General Terms and Conditions (GTC – 04/2017), which can be viewed and downloaded at the following internet site: [www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx](http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx)

If there are any questions, please contact the Acquisition Analyst listed below. OBAS reserves the right to withdraw this contracting opportunity for any reason.

Jenee McClain-Battiste, Acquisition Analyst

Jenee.Mcclainbattiste@dgs.ca.gov

Ph: 916-376-3827

Reset Form

Print Form

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 Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

CONTRACTOR 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	
+		
-		

Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

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

**CONTRACTOR**

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

CONTRACTOR BUSINESS ADDRESS

CITY

STATE

ZIP

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

CONTRACTING AGENCY ADDRESS

CITY

STATE

ZIP

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**

The California Citizens Redistricting Commission (Commission) was established by the Voters FIRST Act, approved by voters November 2008, amending California Constitution Article XXI. The Commission is seeking a contractor to provide videography, videoconferencing, editing, and streaming services. This shall include the recording and live streaming of public meetings held by the Citizens Redistricting Commission.

**1. AGREEMENT SUMMARY**

- A. Contractor shall provide all labor (including webcast technician and live-captioner) and equipment necessary for on-site and remote video webcasting and live-captioning services required to produce live web-based access for up to 40 (forty) Commission meetings.
- B. In-person services shall be performed primarily at various locations in Sacramento. Contractor should be prepared to provide services in other areas throughout California once pandemic-related restrictions permit. Additional service locations will be provided with ample time and notice to the Contractor.
- C. Remote services with up to 100% remote attendees shall be required while the state's pandemic-related restrictions are in place. Requirements for remote services are included under WORK DETAILS, below.
- D. Contractor's travel costs for meetings requiring in-person services will be billed separately as specified in Exhibit B, Attachment 1. Travel reimbursement, including hotel accommodations and travel per diem costs, shall be limited to the policies and rates published by the California Department of Human Resources, found at: <https://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>.
- E. The State reserves the right to extend the contract term for one (1) additional one-year term at the rates specified in Exhibit B, Attachment 1
- F. Contractor should provide costs based on a 10 (ten) hour day for meetings, with a cost for each additional hour beyond ten hours
- G. Contractor's rates specified in Exhibit B, Attachment 1, Cost Sheet shall stay in effect for the entire contract term.

**2. PROJECT REPRESENTATIVES**

A. The Contract Administrators during the term of this Agreement will be:

<b>Citizens Redistricting Commission Contract Administrator</b>	<b>Contractor's Contract Administrator</b>
To Be Identified	To Be Determined

B. Any change in the Contractor's Contract Administrator must be immediately reported in writing to Commission's Contract Administrator.

**3. PERFORMANCE DETAILS**

A. Project Deliverables and Coordination Requirements

1) The Contractor will record all meetings and events and provide digital files within two working days of each event date. The Contractor shall use the industry standard MP4 video format, which is viewable by any device without additional software

B. Acceptable Criteria

- 1) It shall be the Commission's sole determination as to whether a deliverable has been successfully completed and acceptable to the State. There must be a signed acceptance document for each deliverable before invoices can be processed for payment. Acceptance criteria shall consist of the following:
- a) Reports on written deliverables completed as specified and approved.
  - b) All deliverables must be in a format used by the State.
  - c) If a deliverable is not accepted, the Commission shall provide the rationale in writing within 30 days of receipt of the deliverable or upon completion of acceptance testing period.

**4. WORK DETAILS**

A. Recording shall include all of the Commission's public meetings including business meetings, public input hearings, map drawing and deliberation meetings, and any training provided to the Commission.

- 1) Video record and live stream all public meetings using industry standard digital video cameras and sound systems.
- 2) Set up and break down video equipment at each event.
- 3) Archive all files in a format useable by the Commission.
- 4) The Contractor shall use HTML5 to allow remote viewers to watch the live stream. The web URL will be provided for the exclusive use by the Commission.
- 5) The Contactor shall use HD cameras, professional video switches, professional grade audio mixers, microphone speakers, and other audio support equipment.
- 6) The Contractor shall integrate a telephonic or web-based system that allows for public comment and integrate the feed into the videoconference.

#### B. Live Captioning

- 1) In order to comply with Web Content Accessibility Guidelines 2.0, the Commission 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 Commission meetings from spoken English into readable English text. All live streaming services will be compliant with Web Content Accessibility Guidelines 2.0. The Commission will host the live streaming.
  - a) The Contractor shall provide captioners 30 (thirty) minutes in advance of the meeting start time for testing of audio testing and quality. The captioner(s) work remotely and will sent audio form the Contractor's systems.
  - b) Captioners work in 90-minute shifts with a minimum of 15 minutes between captioning sessions. If an agenda for an event does not show a 15 minute break every 90 (ninety) minutes, then two (2) captioners will be scheduled at the agreed upon rate per captioner for the duration of the entire event.
- 2) Notwithstanding Exhibit D, Paragraph 5, the Contractor may subcontract the captioning services to a qualified company in accordance with Exhibit D, Paragraph 5.

#### C. Videoconferencing and Teleconferencing Requirements:

- 1) As used in this section:
  - a) "Commissioners and agendized participants attending meetings remotely" includes the remote participation by commissioners, commission staff, speakers on the meeting agenda, and Commission contractors including ASL interpreters and transcriptionists.
  - b) "Business center" includes commercial, public, education, and non-profit establishments with videoconferencing capabilities, including, a commercial business center, local community center, local government office, local community college, etc.

- 2) The Contractor shall provide and use camera, computer, microphone, and video displays capable of enabling videoconference or teleconference by commissioners and agendized participants attending meetings remotely using either: 1. Skype, Zoom, or similar videoconferencing software from their own computers, or 2. Videoconferencing equipment at a remote business center with videoconferencing capabilities operated by a third party.
- 3) Commissioners and agendized participants attending meetings remotely shall be visible to all meeting attendees physically attending the meeting via video display and audibly via in-room speakers.
- 4) The camera and microphone used for videoconferencing shall allow commissioners and agendized participants attending meetings remotely to view and hear the commissioners and others physically attending the meeting, either individually or as a group.
- 5) For commissioners and agendized participants attending meetings remotely by videoconferencing from their own computer, the Contractor shall contact the designated remote attendee at least one day before the scheduled meeting and ensure that the videoconference connection is sufficiently clear and operable for the meeting. If the connection is not operable or sufficiently clear for the remote attendee's participation, the Contractor will inform the Commission immediately so an alternative solution can be pursued.
- 6) For commissioners and agendized participants attending meetings remotely who inform the Commission that they decide to attend from a business center with videoconferencing equipment operated by a third party, the Contractor shall contact the business center at least one day before the scheduled meeting and ensure that the videoconference connection is sufficiently clear and operable for the meeting. If the connection is not operable or sufficiently clear for the remote attendee's participation, the Contractor will inform the Commission immediately so an alternative solution can be pursued.
- 7) The videoconference attendance of commissioners and agendized participants shall be recorded and be included on the live stream and video record of the meeting.
- 8) For commissioners and agendized participants attending meetings remotely who cannot attend by videoconference or by videoconference from a business center, the Contractor shall provide a telephonic connection from the remote attendee to hear the meeting either individually or as a group and which allows individuals physically present at the meeting to hear the remote attendee.
- 9) If 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.

- 10) The Contractor shall provide other services, including necessary work related to scheduling issues, as deemed necessary by the Commission and requested in writing.

#### D. Contractor Requirements

- 1) Contractor shall have at least 5 years' experience in the following areas:
  - a) Experience working with remote attendees ensuring that their videoconference connection is sufficiently clear and operable for the meeting and developing "fixes" and/or viable alternatives when it isn't.
  - b) Experience working with business centers (as defined above) ensuring that their videoconference connection is sufficiently clear and operable for the meeting and developing "fixes" and/or viable alternatives when it isn't.
  - c) Experience adding telephone feeds into the videoconference so that remote attendees participating by telephonic connection can hear the meeting either individually or as a group and which allows individuals physically present at the meeting to hear the remote attendees.
  - d) Experience using HTML5 to allow remote viewers to watch the live stream.
  
- 2) Contractor shall have experience providing at least 10 meetings minimum of 1 hour each meeting in the following areas:
  - a) Experience providing streaming services with at least 50% meeting attendees participating remotely from multiple locations throughout the state, including meeting transcribers and captioners.
  - b) Experience providing streaming services with remote attendees participating from multiple locations throughout the state under the restrictions posed by the pandemic.
  - c) Experience working with telephonic or web-based systems that allow for public comment and integrating the feed into the videoconference.

## **EXHIBIT B**

### **BUDGET DETAIL AND PAYMENT PROVISIONS**

#### **1. AMOUNT PAYABLE**

The total amount payable under this Agreement may not exceed \$XXXX annually and is payable as follows:

- (a) In exchange for providing the promised services and other deliverables specified in **Exhibit A** of this Agreement, the State shall pay the Contractor at a rate of \$XXX per 10-hour day.
- (b) The Contractor shall arrange for any approved travel required under this Agreement, the State shall reimburse the Contractor for documented travel and other expenses incurred by the Contractor, in providing the in-person services that are the subject of this Agreement. Reimbursement shall be made in accordance with the Travel Reimbursement guidelines as follows:
  - (i) Airfare: commercial carrier coach fare rate, if supported by a receipt.
  - (ii) Other transportation: actual, reasonable expense, if supported by a receipt.
  - (iii) Other expenses: actual expenses, not to exceed maximum state employee per diem rates, to be claimed and computed in accordance with the Travel Reimbursement guidelines published by the Department of Human Resources in effect for excluded employees when the expenses are incurred, if supported by a receipt.
  - (iv) 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 living expenses.
- (c) No minimum amount of work is guaranteed under this Agreement

#### **2. PAYMENTS**

- (a) Contractor shall submit invoices on a monthly basis by the tenth (10<sup>th</sup>) day of each month. The invoices shall include a separate itemized accounting of all charges, including appropriate original receipts for travel expenses. Charges for travel submitted without receipt or approved documentation may not be paid.
- (b) Each invoice submitted by the Contractor shall include the following:
  - (i) The contract number as it appears on this Agreement.
  - (ii) The Contractor's full name, company name (if applicable), and billing address as it appears in this Agreement.
  - (iii) An invoice number and invoice date.
  - (iv) A separate line item for each day. Include the date, contract employee name and title, program name, hours, and rate.
  - (v) The signature of the Contractor or the Contractor's representative.



- (c) Invoices shall be submitted in duplicate and mailed to:  
**Citizens Redistricting Commission**  
**Attention: Accounting**  
**721 Capitol Mall, Suite 260**  
**Sacramento, CA 95814**
- (d) 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) Not less than 10 percent of the contract amount shall be withheld pending final completion of the contract.
- (f) 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.
- (g) The Contractor shall keep and preserve all back-up documentation to support the entries included in its invoices submitted to the State 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 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.

### **5. CONTRACTOR OVERPAYMENTS**

- (a) If the State determines that an overpayment has been made to the Contractor, the State will seek recovery immediately upon discovery of the overpayment by: (a) calling the Contractor's accounting office to request a refund of the overpayment amount, or (b) offsetting subsequent Contractor payments by the amount of the overpayment if Contractor repayment or credit is not received within thirty (30) days from the date of notice.
- (b) If Contractor discovers it has received an overpayment, Contractor must notify the State and refund the overpayment immediately.

**EXHIBIT B, ATTACHMENT 1**

**COST SHEET**

Table 1:

(A) Service Item	(B) Service Item Description	(C) Service Rate	(D) Estimated # Meetings:	(E) Total Estimated Cost: <b>(C) x (D) = (E)</b>
All Inclusive Webcasting and Live Captioning Service  In-Person (Sacramento)	Contractor will set up, breakdown, and provide live web-based video access and live captioning for each Commission meeting and submit a copy of webcast to the Commission within two (2) business days after meeting. The price per meeting should be based on a 10 hour day.	\$  Cost/Meeting	10	\$
Travel to Sacramento	Reimbursable travel costs to Sacramento as specified in Exhibits A and B, above.	\$  Cost/Meeting	10	\$
All Inclusive Webcasting and Live Captioning Service  Remote Meeting	Contractor will provide live web-based video access and live captioning for each Commission meeting and submit a copy of webcast to the Commission within two (2) business days after meeting. The price per meeting should be based on a 10 hour day.	\$  Cost/Meeting	30	\$
Additional Hours	Price per each additional hour of meeting duration.*	\$  Cost/hour	1	\$
<b>Estimated Contract Amount: (Total of all estimated costs)</b>				\$

NOTES:

1. The State will not pay any costs other than those entered on this Cost Sheet. No additional fees will be paid including but not limited to: overtime, service call fees, rapid response charges.
2. Contractor's rates will stay in effect for the entire contract term, including the exercised option year.
3. The number of meetings and additional hours are estimates only; the State does not guarantee the amount of services, number of meetings and/or additional hours that will be requested of the Contractor.
4. Travel reimbursement will be paid as provided in Exhibit B 1(b).

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\* Additional hour will not be charged until after 2-hours and fifteen minutes. A fifteen (15) minute courtesy period will be allowed before each additional hourly charge is incurred. Should the meeting extend past the fifteen (15) minute courtesy period; a full additional hour will be charged.

\_\_\_\_\_  
 Bidder Name (*Print name of business*)

\_\_\_\_\_  
 Person authorizing pricing (*Print Name and Title*)

\_\_\_\_\_  
 Signature

\_\_\_\_\_  
 Date

**EXHIBIT C**

**GENERAL TERMS AND CONDITIONS**

PLEASE NOTE: This page will not be included with the final contract. The General Terms and Conditions will be included in the contract by reference to Internet site:

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

If Contractor/bidder does not have Internet access, a hard copy will be provided by contacting the Acquisitions Analyst listed on the Notice to Prospective Bidders.

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**EXHIBIT D**

**SPECIAL TERMS AND CONDITIONS**

**1. STANDARD CONDITIONS OF SERVICE**

- A. Contractor will abide by all State and Federal laws in performance of this contract.
- B. The Contractor shall maintain all license(s) required by law for accomplishing any work required with this agreement. In the event any license(s) expire at any time during the term of this agreement, Contractor agrees to provide to the State a copy of the renewed license(s) within thirty (30) days following the expiration date. In the event the Contractor fails to keep in effect at all times all required license(s), the State may, in addition to any other remedies it may have, terminate this agreement upon occurrence of such event.
- C. The Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.
- D. If signing this contract as a sole proprietor, Contractor certifies that it is not an alien that is ineligible for state and local benefits, as defined in Subtitle B of the Personal Responsibility and Work Opportunity Act (8 U.S.C. § 1601 et seq.).
- E. Pursuant to Public Contract Code section 10295.4, persons or companies identified as the largest tax delinquents by the Franchise Tax Board (FTB) or the California Department of Tax and Fee Administration (CDTFA) are ineligible to enter into any contract with the state for non-IT goods or services. Any contract entered into in violation of section 10295.4 is void and unenforceable.

- 2. EXCISE TAX:** The State of California is exempt from Federal Excise Taxes, and no payment will be made for any taxes levied on employees' wages.

**3. RIGHT TO TERMINATE**

- A. The State reserves the right to cancel all or a portion of the service for any reason, subject to thirty (30) days written notice to the Contractor.
- B. This agreement can be immediately terminated for cause. The term "for cause" means that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor.

**4. RESOLUTION OF CONTRACT DISPUTES**

- A. In the event of a dispute, Contractor will attempt resolution with the Commission Contract Administrator with a written explanation of the situation. If no resolution is found, Contractor shall file a "Notice of Dispute" with the Commission within ten (10) days of the failed resolution at the following address:

**Citizens Redistricting Commission  
Attention: Notice of Dispute  
721 Capitol Mall, Suite 260  
Sacramento, CA 95814**

- B. The Commission's Executive Director or designee shall meet with the Contractor for purposes of resolving the dispute. The decision of the Commission's Executive Director or the designee shall be final. In the event of a dispute, the language contained within this agreement and its attendant Exhibits shall prevail over any other language.
- C. Neither the pendency of a dispute nor its consideration by the Commission's Executive Director will excuse the Contractor from full and timely performance in accordance with the terms of the Agreement.

## **5. SUBCONTRACTORS**

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

## **6. INSURANCE REQUIREMENT**

- A. General Provisions Applying to All Policies
  - 1) Coverage Term – Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least thirty (30) days prior to the expiration of this insurance. Any new insurance must still comply to the original terms of the contract.
  - 2) Policy Cancellation or Termination & Notice of Non-Renewal – Contractor is responsible to notify the State within 5 business days of any cancellation, non-renewal or material change that affects required insurance coverage. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.
  - 3) Deductible – Contractor is responsible for any deductible or self-insured retention contained within their insurance program.
  - 4) Primary Clause – Any required insurance contained in this contract shall be primary, and not excess or contributory, to any other insurance carried by the State.
  - 5) Insurance Carrier Required Rating – All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management. If the Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
  - 6) Endorsements – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
  - 7) Inadequate Insurance – Inadequate or lack of insurance does not negate the contractor's obligations under the contract.
- B. Commercial General Liability – Contractor and any subcontractors shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence for

bodily injury and property damage liability combined. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limits shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. If the aggregate applies "per project/location" it shall so state on the certificate. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured whom claim is made or suit is brought subject to the Contractor's limit of liability. **The policy must be endorsed to include the State of California, its officers, agents and employees as additional insured, but only with respect to work performed under the contract. The additional insured endorsement shall be provided with the certificate of insurance.**

- C. Automobile Liability – Contractor shall maintain motor vehicle liability with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. **The policy must be endorsed to include the State of California, its officers, agents and employees as additional insured, but only with respect to work performed under the contract. The additional insured endorsement shall be provided with the certificate of insurance.**
- D. Workers Compensation and Employers Liability – Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Contract. Employer's liability limits of \$1,000,000 are required. **The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the State.**
- E. Certificate of Insurance - The Contractor shall furnish a Certificate of Insurance. The Certificate of Insurance will provide the above listed liability coverages and the Certificate Holder shall read:

Attn: 20-CRC-001  
Citizens Redistricting Commission  
721 Capitol Mall, Suite 260  
Sacramento, CA 95814

## 7. **Confidentiality:**

- A. 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.
- B. 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.

- C. 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.