



January 9, 2019

Subject: Addendum #1 to RFP 0000011460

TO POTENTIAL BIDDERS:

Addendum #1 to RFP 0000011460 for Regional Administrative Community-Based Organization Outreach clarifies and corrects the RFP as described below. Please replace the relevant Sections of your RFP with the attached Sections, dated 1/9/2019. All changes included in this addendum supersede any previous language mentioned in RFP 0000011460.

REVIEW ALL ADDITIONS AND CHANGES IN THIS ADDENDUM CAREFULLY BEFORE PREPARING AND SUBMITTING YOUR PROPOSAL.

The following pages have been modified and the specific changes are indicated with red, bold font:

Section / Exhibit Number	Addendum Action
RFP Section 1.3 Purpose	Inserted HTC demographic list
RFP Section 1.10 Key Action Dates	Extended Proposal due date
RFP Section 3.2 Pass/Fail Administrative Requirements	Inserted Proof of Good Standing requirement
RFP Section 3.3	Language added.
RFP Section 3.5 Confidentiality	Language removed
RFP Section 4 Proposal Format	Language clarified
RFP Section 3.10.2 Delivery Locations	Language revised

RFP Section 5.3.1 Evaluation Team	Language revised
Exhibit A Page 36	Language removed
Exhibit A Page 37	Language revised
Exhibit A Page 39 -43	Language added and/or revised.
Exhibit A Page 45 Term of Agreement	Date added

All other terms and conditions of RFP 0000011460 remain the same.

Sincerely,

Signature on File

Vanessa Vaughn, Procurement Official
California Complete Count
(916) 406-5299



Request for Proposal
RFP 0000011460
Regional Administrative Community-Based
Organization Outreach
Addendum 1

California Complete Count
Census 2020 Office

January 9, 2019

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www.census.ca.gov

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Section 1 – Introduction and Overview of Requirements

1. Introduction and Overview of Requirements

1.1 Scope of this Request for Proposal (RFP)

This Request for Proposal (hereafter called the RFP) solicits proposals from qualified California-based Administrative Community-Based Organizations (ACBOs) to provide outreach services to the State of California (State), also known as California Complete Count – Census 2020 (CCC Office), in accordance with the requirements of this RFP.

The term of the contracts resulting from this RFP will be from March 1, 2019 (or upon execution, whichever occurs later) through December 31, 2020. The State reserves the option, at its sole discretion, to extend the term of the contract under the same terms and conditions.

The contract term may change if the State makes an award earlier than expected or if the State cannot execute the agreement due to unforeseen delays.

The resulting contract will be of no force or effect until signed by both parties. The Contractor shall not commence performance until a valid contract has been executed between the successful Bidders and the State. The State will not pay for any services performed prior to the execution of a valid contract.

All terms and conditions will remain the same for the entire contract period, including any extension periods.

1.2 Background

Every 10 years, the U.S. Census counts every resident in the nation. A complete and accurate count of California's population is essential to the state because the data collected by the census determines the number of seats each state has in the U.S. House of Representatives and is also used to distribute billions of dollars in federal funds to local communities. More than 70 federal programs that benefit California, including education, disaster relief, and health and human services, use census numbers as part of their funding formulas.

In support of this effort, the California Legislature has appropriated \$90.3 million to fund activities related to the 2020 Census. The CCC Office, which is spearheading California's census outreach strategy, is making \$30 million available to participating ACBOs, which are large community-based organizations (CBOs) with the administrative capacity and experience to conduct robust outreach throughout an entire region.

California's communication and outreach strategy for the 2020 Census will focus on both geographic areas and demographic populations who are "least likely to respond". These areas and populations are commonly referred to as "hard-to-count (HTC)" areas. These terms, least likely to respond and HTC, are used interchangeably in this solicitation document. This RFP is to solicit bids for ten (10) regional ACBOs.

The State has designated a funding amount for the 10 regions based on each region's HTC/least likely to respond populations and communities.

For additional information on California's outreach campaign to encourage all Californians to be counted in the 2020 Census, please refer to the consumer website at: www.census.ca.gov

1.3 Purpose

The purpose of this RFP 0000011460 is for the CCC Office to solicit proposals from qualified ACBOs with the goal of educating HTC/ least likely to respond populations about the benefits of being counted and maximizing the number of Californians enumerated in the 2020 Census.

The selected Contractor is expected to create an outreach plan based on the attached Scope of Work (SOW), Exhibit A. The Contractor's proposed strategic plan will build upon the strengths and strategies of CCC Office's current 2020 Census outreach campaign while introducing fresh, innovative ideas that will continue to move the campaign forward. The selected Contractor must be able to combine rigorous and insightful outreach planning and strategic development with effective creative solutions that educate, motivate and activate Californians of diverse backgrounds and circumstances to self-respond to the 2020 Census.

The selected contractor is expected to increase awareness and knowledge about the 2020 census among HTC populations, and ensure that all outreach, messaging and publicity is culturally relevant and linguistically appropriate. The ultimate goal is to ensure that HTC/least likely to respond communities and populations in California are accurately counted in the 2020 Census, thereby achieving the highest self-response rate possible for California.

The following is a list of HTC/least likely to respond populations that the CCC Office intends to focus outreach efforts on in each region across the state.

| [BKH]

- Latinos
- African-Americans
- Native Americans and Tribal Communities
- Asian-Americans & Pacific Islanders (API)
- Middle-Eastern North Africans (MENA)
- Immigrants and Refugees
- Farm-workers
- People with Disabilities
- Lesbian, Gay, Bisexual, Transgender, and Queer/Questioning (LGBTQ)
- Seniors/Older Adults
- Homeless Individuals and Families
- Children Ages 0-5
- Veterans
- Areas with low broadband subscription rates and limited or no access
- Households with limited English proficiency
- Other Demographic Population as identified and proposed by Bidder

1.4 Anticipated Funding

The CCC Office will be funding two separate RFPs, for an estimated combined total of \$27 million to be invested in community-based outreach efforts. Through this RFP, there is \$22,950,000 available for award across 10 distinct geographic regions (see Attachment 1, Regions Map). Each of the 10 regions has been allocated a specific dollar investment based on data/location of HTC populations (see Attachment 2, ACBO Funding Allocations).

In a separate and distinct RFP, the CCC Office will be awarding up to \$4,050,000 for outreach to be conducted on a statewide level to multiple qualifying ACBOs that will focus outreach efforts on populations that the State has identified as HTC/least likely to respond.

For additional funding allocation information, please visit the Census 2020 website at www.census.ca.gov.

Depending on shifts in the State's goals or objectives, funding available in the resulting contract may increase each year. However, Bidders should not base their proposal on the potential for increased funding in any given year.

1.5 Statement of Work

See Exhibit A, entitled "Scope of Work," (SOW) for a detailed description of the services and work to be performed as a result of this procurement.

1.6 Subcontractors

Given the rich diversity of California, it is anticipated the successful Bidders will most likely need to subcontract with one or more CBOs with demonstrated knowledge, experience, and outreach capacity to effectively reach HTC populations and communities that are least likely to respond.

Bidders that do not have the full-service capabilities to effectively accomplish all components of the SOW are required to identify proposed subcontractors, as well as address the roles and responsibilities of each.

The State reserves the right to deny any or all proposed subcontractors of the selected Contractor. Posting the "Notice of Intent to Award" does not imply the State's approval of proposed subcontractors.

If a proposed subcontractor is denied, or if the selected Contractor does not, to the satisfaction of the State, demonstrate its internal capabilities to address a specific HTC population or community and meet the Census 2020 needs, the selected Contractor may be required to procure a subcontractor(s) through a separate competitive process.

1.7 Goal

The goal of this RFP is to seek qualified ACBOs to conduct outreach work on a regional level.

1.8 Bidder Admonishment

This RFP contains the instructions governing the requirements for a proposal to be submitted by interested Bidders. The format in which proposal information is to be submitted, and the material to be included therein follows. This RFP also addresses the requirements that Bidders must meet to be eligible for consideration, as well as addressing Bidders' responsibilities.

IF A BIDDER EXPECTS TO BE AFFORDED THE BENEFITS OF THE STEPS INCLUDED IN THIS RFP, THE BIDDER MUST TAKE THE RESPONSIBILITY TO:

- CAREFULLY READ THE ENTIRE RFP;
- ASK APPROPRIATE QUESTIONS IN A TIMELY MANNER IF CLARIFICATION IS NECESSARY;
- SUBMIT ALL REQUIRED RESPONSES, COMPLETE TO THE BEST OF THE BIDDER'S ABILITY, BY THE REQUIRED DATES AND TIMES;
- MAKE SURE THAT ALL PROCEDURES AND REQUIREMENTS OF THE RFP ARE ACCURATELY FOLLOWED AND APPROPRIATELY ADDRESSED; AND
- CAREFULLY REREAD THE ENTIRE RFP BEFORE SUBMITTING THE PROPOSAL.

1.9 Procurement Official

The Procurement Official contact information for this RFP is listed below:

Vanessa Vaughn
 California Complete Count - Census 2020 Office
 400 "R" Street, Suite 359
 Sacramento, Ca 95811
 Telephone: (916) 406-5299
 E-mail: Contracts@Census.ca.gov

All inquiries, questions, proposal submittals, and copies of protests must be directed to only this person, unless otherwise identified in this RFP or changed by addendum to this RFP.

Oral communications directly with procurement officers and employees concerning this RFP are discouraged and shall not be binding to the State. Bidders should only rely on written statements issued by the Procurement Official.

1.10 Key Action Dates

The important dates and times by which actions must be taken or completed are identified below:

Request for Proposal Release Date	December 14, 2018
1st Set of Questions and/or Change Requests Due:	January 4, 2019
1st Set of Answers Posted:	January 9, 2019
2nd Set of Questions and/or Change Requests Due:	January 16, 2019
2nd Set of Answers Posted:	January 21, 2019
RFP Final Deadline for Submittal:	February 15, 2019 by 2:00 p.m. PST
Notice of Intent to Award*	March 15, 2019
Estimated Start Date of Contract	April 1, 2019

*The State reserves the right to amend dates at any time during the RFP process. If the State finds it necessary to change any of these dates, it will be accomplished by an addendum to this RFP. All dates after the Final Proposal submission deadlines are approximate and may be adjusted as conditions indicate without addendum to the RFP.

It is the Bidders' responsibility to check for notices and addenda for this RFP on the CaleProcure website (www.caleprocure.ca.gov) throughout the RFP process.

Section 2 – Rules Governing Competition

2 Introduction

Section 2 of this RFP describes the procurement process. Specific guidelines for the submission of this RFP response are found in Section 5, Proposal Format.

2.1 Identification and Classification of RFP Requirements

2.1.1 Requirements

The State has established certain requirements with respect to proposals to be submitted by prospective contractors. The use of "shall," "must," or "will" (except to indicate simple futurity) in the RFP indicates a requirement or condition which is mandatory. A deviation, if not material, may be waived by the State. A deviation from a requirement is material if the deficient response is not in substantial accord with the RFP requirements, provides an advantage to one Bidder over other Bidders, or has a potentially significant effect on the delivery, quantity or quality of items bid, amount paid to the supplier, or on the cost to the State. Material deviations cannot be waived.

2.1.2 Desirable Items

The words "should" or "may" in the RFP indicate desirable attributes or conditions, but are non-mandatory in nature. Deviation from, or omission of, such a desirable feature, even if material, will not in itself cause rejection of the proposal.

2.1.3 Mandatory Requirements

All items within this RFP labeled mandatory (M) are non-negotiable. A Pass/Fail evaluation will be utilized for all mandatory requirements in this RFP. Bidder's signature on Attachment 3, Agreement Cover Letter and submission of proposal response will be considered as Bidder's agreement to all mandatory RFP requirements.

2.1.4 Non-Mandatory Requirements

This RFP may include both preference programs and product/contract performance items identified as non-mandatory (NM) requirements. Bidders are not required to comply with these requirements in order to be compliant with the RFP. However, if a Bidder applies for a preference, the Bidder must meet the applicable preference requirements and provide the requested preference documentation as outlined within the section requirement.

2.1.5 Scored Requirements

This RFP includes both mandatory scored (MS) and non-mandatory scored (NMS) requirements. Mandatory scored requirements are non-negotiable and will achieve points as identified Section 6, Evaluation if the requirement is met.

2.1.6 Narrative Responses

This RFP includes some items that require a narrative response. Those items have been listed in Section 3.3, Administrative Scored Requirements. Bidders are to provide narrative responses on only the items requested.

2.1.7 RFP Documents

This RFP includes, in addition to an explanation of the State's needs which must be met, instructions which prescribe the format and content of proposals to be submitted and the model of the contract to be executed between the State and the successful Bidders. If a Bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, the Bidder shall immediately notify the Procurement Official identified in Section 1.9, Procurement Official, of such error in writing and request clarification or modification of the document.

Modifications will be made by addenda issued pursuant to Section 2.1.11, Addenda. Such clarifications shall be given by written notice to all parties who have identified themselves as Bidders to the Procurement Official identified in Section 1.9, Procurement Official, without divulging the source of the request for same. Insofar as practicable, the State will give such notices to other interested parties, but the State shall not be responsible therefore.

If the RFP contains an error known to the Bidder, or an error that reasonably should have been known, the Bidder shall bid at its own risk. If the Bidder fails to notify the State of the error prior to the date fixed for submission of proposals, and is awarded the contract, the Bidder shall not be entitled to additional compensation or time by reason of the error or its later correction.

2.1.8 Examination of the Work

The Bidder should carefully examine the entire RFP and any addenda thereto, and all related materials and data referenced in the RFP or otherwise available to the Bidder. Bidder should become fully aware of the nature and location of the work, the quantities of the work, and the conditions to be encountered in performing the work.

2.1.9 Questions Regarding the RFP

Bidders requiring clarification of the intent or content of this RFP or on procedural matters regarding the competitive bid process may request clarification by submitting questions, in an email or envelope clearly referencing subject solicitation, to the Procurement Official listed in Section 1.9, Procurement Official. To ensure a response, questions must be received in writing by the scheduled date given in Section 1.10, Key Action Dates.

Question and answer sets will be provided to all Bidders without identifying the submitters. Any questions submitted should be crafted without revealing the name of the requestor. At the sole discretion of the State, questions may be paraphrased by the State for clarity. **Oral answers shall not be binding on the State.**

A Bidder who desires clarification or further information on the content of the RFP, but whose questions relate to the proprietary aspect of that Bidder's proposal and which, if disclosed to other Bidders, would expose that Bidder's proposal, may submit such questions in the same manner as above, but also marked "CONFIDENTIAL," and not later than the scheduled date specified in Section 1.10 Key Action Dates, to ensure a response. The Bidder must explain why any questions are sensitive in nature.

If the State concurs that the disclosure of the question or answer would expose the proprietary nature of the proposal, the question will be answered, and both the question and answer will be kept in confidence. If the State does not concur with the proprietary aspect of the question, the question will not be answered in this manner and the Bidder will be so notified.

2.1.10 Question and Answer Periods

Two (2) separate Question and Answer Sets will be held to allow Bidders the opportunity to ask questions, seek clarifications, and to request the State to consider a requirement change. The due dates for written questions and change requests are included in Section 1.10, Key Action Dates. If changes are made to requirements, changes will be identified in the Answer Set as well as made via Addendum to the solicitation. Questions asked by Bidders will be answered in writing and posted publicly at www.caleprocure.ca.gov.

2.1.11 Addenda

The State may modify the RFP prior to the date fixed for Contract Award by issuance of an addendum. Addenda will be numbered consecutively.

2.1.12 Joint Proposals

ACBOs may partner to submit a bid proposal per Region, however one (1) ACBO must be the Prime (Responsible) Contractor. Partners are not considered to be a subcontractor.

2.2 Bidding Steps**2.2.1 General**

The procurement process to be used in this acquisition is composed of multiple steps. Refer to Section 1.10, Key Action Dates, to determine which steps are included in this RFP.

The Final Proposal is a mandatory step for all Bidders; all other steps are optional. However, all Bidders are strongly encouraged to follow the scheduled steps of this procurement to increase the chance of submitting a compliant Final Proposal.

2.2.2 Public Record

The California Census Office is subject to the California Public Records Act (Gov. Code, § 6250 et seq.) and all information in RFP responses will be considered publicly disclosable records, subject to exemptions and privileges under the law. Should the California Census Office receive a request for public records, that request will be handled in accordance with the California Census Office's obligations under the Act and applicable law.

2.2.3 Submission of Proposals

The instructions contained herein apply to Bidders' Final Proposals.

2.2.3.1 Preparation

Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

Before submitting each document, the Bidder should carefully proof it for errors and adherence to the RFP requirements.

2.2.3.2 Bidder's Cost

Costs for developing proposals are entirely the responsibility of the Bidder and shall not be chargeable to the State.

2.2.3.3 Completion of Proposals

Proposals must be complete in all respects as required by Section 4, Proposal Format. A Final Proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. A Final Proposal must be rejected if any such defect or irregularity constitutes a material deviation from the RFP requirements.

2.2.3.4 False or Misleading Statements

Proposals which contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the Bidder, may be rejected. If, in the opinion of the State, such information was intended to mislead the State in its evaluation of the proposal, and the attribute, condition, or capability is a requirement of this RFP, it will be the basis for rejection of the proposal.

2.2.3.5 Signature of Proposal

All Bidders must complete Attachment 3, Agreement Cover Letter, and include it with the proposal. The Agreement Cover Letter (which shall be considered an integral part of the Final Proposal) shall be signed by an individual who is authorized to bind the bidding firm contractually. An unsigned Final Proposal shall be rejected.

2.2.3.6 Maximum Proposals

Bidders may provide a proposal for up to three (3) regions, as identified on Attachment 1, ACBO Regional Map. A separate bid package is required for each region. Bidders must clearly identify which region they are providing a proposal for on the Agreement Cover Letter, Attachment 3. If more than three (3) bids are received simultaneously from a single bidder, the State may, at its sole discretion, select which bids/regions it will consider, or reject the entire bid package.

2.2.3.7 Delivery of Proposals

Final Proposals must be received no later than the date and time specified in Section 1.10, Key Action Dates. If mailed, proposals must be received by the CCC Office on or before the specified date and time. Bidders are required to mail or deliver proposals to the Procurement Official listed in Section 1.9. If mailed, it is suggested that Bidders use certified or registered mail with return receipt requested as delivery of proposals is done at the Bidder's own risk of untimely delivery, lost mail, etc.

Proposals must be received in the number of copies stated in Section 4, Proposal Format. Clearly mark one (1) copy "Master Copy". All copies of proposals must be under sealed cover which is to be plainly marked "FINAL PROPOSAL" for subject RFP. Bidders should be aware that marking the Final Proposal "confidential" or "proprietary" may exclude it from consideration for award. Final Proposals not received by the date and time specified in Section 1.10, Key Action Dates, or not sealed, will be rejected.

2.2.4 Rejection of Proposals

The State may reject any or all proposals and may waive any immaterial deviation or defect in a proposal. The State's waiver of any immaterial deviation or defect shall in no way modify the RFP documents or excuse the Bidder from full compliance with the RFP specifications if awarded the contract.

2.3 Evaluation and Selection Process

2.3.1.1 General

Proposals will be evaluated according to the procedures contained in Section 5, Evaluation.

2.3.1.2 Evaluation Questions

During the evaluation and selection process, the State may desire the presence of a Bidder's representative for answering specific questions, orally and/or in writing. During the evaluation of Final Proposals, the State may ask the Bidder to clarify their submitted information but will not allow the Bidder to change their proposal.

2.3.1.3 Errors in the Final Proposals

An error in the Final Proposal may cause the rejection of that proposal; however, the State may at its sole option retain the proposal and make certain corrections. In determining if a correction will be made, the State will consider the conformance of the proposal to the format and content required by the RFP, and any unusual complexity of the format and content required by the RFP.

If the Bidder's intent is clearly established based on review of the complete Final Proposal submittal, the State may at its sole option correct an error based on that established intent.

The State may at its sole option correct obvious clerical errors.

The State may at its sole option correct discrepancy and arithmetic errors on the basis that if intent is not clearly established by the complete proposal submittal the Master Copy shall have priority over additional copies, the proposal narrative shall have priority over the contract, the contract shall have priority over the cost sheets, and within each of these, the most amount of detail will prevail. If necessary, the extensions and summary will be recomputed accordingly, even if the most amount of detail is obviously misstated. The total price of unit-price items will be the product of the unit price and the quantity of the item. If the unit price is ambiguous, unintelligible, uncertain for any cause, or is omitted, it shall be the amount obtained by dividing the total price by the quantity of the item.

The State may at its sole option correct errors of omission and the State will take the indicated actions if the Bidder's intent is not clearly established by the complete proposal.

IT IS ABSOLUTELY ESSENTIAL THAT BIDDERS CAREFULLY REVIEW THE BUDGET ELEMENTS IN THEIR FINAL PROPOSAL, SINCE THEY WILL NOT HAVE THE OPTION TO CORRECT ERRORS AFTER THE TIME FOR SUBMITTAL.

At the State's sole discretion, it may declare the Final Proposals to be Draft Proposals in the event that the State determines that Final Proposals from all Bidders for one region

or all regions contain material deviations. Bidders may not protest the State's determination that all proposals have material deviations. If all proposals are declared noncompliant, the State may, at its sole option, issue an addendum to the RFP. Should this occur, confidential discussions will be held with Bidders who are interested in continuing to be considered. Each Bidder will be notified of the due date for the submission of a new Final Proposal to the State. This submission must conform to the requirements of the original RFP as amended by any subsequent addenda. The new Final Proposals will be evaluated as required by Section 5, Evaluation.

2.3.2 Award of Contract

Award of contract, if made, will be in accordance with Section 5, Evaluation, to a responsible Bidder(s) whose Final Proposal complies with all the requirements of the RFP documents and any addenda thereto, except for such immaterial defects as may be waived by the State.

The State reserves the right to determine the successful Bidder(s) either on the basis of individual items or on the basis of all items included in its RFP, unless otherwise expressly provided in the State's RFP. The State reserves the right to modify or cancel in whole or in part its RFP.

2.4 Other Information

2.4.1 Protests

Pursuant to California Public Contract Code section 19150, the State has elected not to offer a right to protest this procurement or any related awards.

2.4.2 Disposition of Proposals

All materials submitted in response to this RFP will become the property of the State of California and will be returned only at the State's option and at the Bidder's expense. At a minimum, the Master Copy of the Final Proposal shall be retained for official files and will become a public record after the Notification of Intent to Award as specified in Section 1.10, Key Action Dates. However, materials the State considers confidential information (such as confidential financial information submitted to show Bidder responsibility) will be returned upon request of the Bidder.

Section 3 – Bidding Requirements

3. Introduction

This section contains the bidding requirements pertaining to this RFP and will be applicable to the resulting contract(s). Bidder's proposal shall meet the State's needs as defined in this RFP. Within Section 3, Bidding Requirements, the following sections identify the requirements that pertain to this RFP and resulting contract(s):

- Section 3.1, Minimum Qualifications
- Section 3.2, Administrative Requirements
- Section 3.3, Contract Requirements

Prior to award of the contract(s), the State must be assured that the winning Bidders have all of the resources to successfully perform under the resulting contracts. This includes, but is not limited to, personnel in the numbers and with the skills required, equipment of appropriate type and in sufficient quantity, financial resources sufficient to complete performance under the contract, and experience in similar endeavors. If, during the evaluation process, the State is unable to assure itself of any Bidder's ability to perform under the contract, if awarded, the State has the option of requesting from the Bidder any information that the State deems necessary to determine the Bidder's responsibility. If such information is required, the Bidder will be so notified and will be permitted approximately five (5) working days to submit the information requested.

3.1 Who May Submit a Proposal

The minimum organization qualifications to determine if Bidders have the administrative and oversight capacity to be considered an ACBO are the following:

1. Must be a **California-based 501(c)(3)** with a minimum of five (5) employees
2. Five (5) or more years of experience administering the design, development and execution of grassroots outreach work in at least one of the geographic regions in California, as described herein. Subcontractors will also be required to meet the ACBO experience and administrative requirements.
3. Proven ability and experience in partnering with other CBOs and/or other entities to collaborate, coordinate and leverage resources.
4. Ability and experience in leveraging sponsorships and other dollar investments to maximize impact.
5. Five (5) years or more of experience in managing and tracking budgets for three (3) or more sub-contractors and other user groups.
6. Experienced and trained staff with processes in place to ensure compliance with contracting and sub-contracting requirements as described herein.
7. Ability to provide a primary designee who has data-management experience and knowledge to interface with the Statewide Outreach and Rapid Deployment (SwORD) mapping portal. That experience and knowledge includes, but is not limited to, collecting, storing and analyzing tabular and/or spatial data and ensuring data quality in formats such as Excel, .csv or others used in geographic information systems.
8. Experience with confidential and responsible information handling practices and

procedures.

9. Experience with the production and mass mailing of various communications pieces including post cards, letters, surveys, and email.
10. Each Bidder may submit only one (1) proposal for each region of this RFP. Bidders may provide a proposal for up to three (3) regions, however, a separate package is required for each region. Subcontractors may participate in more than one bidding proposal.

3.2 Pass/Fail Administrative Requirements

3.2.1 Proof of Good Standing (M)

Bidder shall be in good standing and provide proof of the following:

- A current (within ninety days of proposal submission) print out showing status as active on the Franchise Tax Board Exempt Organization List (<https://www.ftb.ca.gov/businesses/Exempt-organizations/Entity-List.shtml>)
- A current (within ninety days of proposal submission) print out of registry verification from the State of California Department of Justice Office of the Attorney General website:
<http://rct.doj.ca.gov/Verification/Web/Search.aspx?facility=Y>
- A current (within ninety days of proposal submission) print out showing the bidder is in good standing with the State Office of the Secretary of State and qualified to do business in California: <https://businesssearch.sos.ca.gov/>
- Bidder must be in good standing with IRS as evidenced by current Form-990s or other financial statements and attestations, if they do not have a Form 990 or if the Form 990 is inadequate.

3.2.2 Contractor Certification Clauses (M)

Bidder must complete and sign the Attachment 4, Contractor Certification Clauses.

3.2.3 Proof of California – based 501(c)(3) Non-Profit Status (M)

Bidder must be a California-based certified non-profit organization with administrative capacity and submit proof of nonprofit status.

3.2.4 Customer References (M)

Bidders shall submit three (3) customer references from three (3) different contacts.

Customer references shall be provided on Attachment 5, Customer Reference Form. Each contract reference shall:

- Be for work performed within the last five (5) years
- Have similar scope of work to that requested in Exhibit A, SOW.
- Be valued at or above \$500,000.00 (excluding bids for Region 2, which must be valued at or above \$100,000). An accumulation of orders from a single customer entity meeting the applicable minimum value is acceptable.

Customers must fully complete the Attachment 5, Customer Reference Form, and return form directly to the Bidder. The Bidder must then submit the completed attachments with the proposal as specified in Section 4, Proposal Format.

Customer References are strictly pass or fail. Each reference must meet the requirements set forth in this section.

3.2.5 Strategic Outreach Plan (M)

Bidder must provide a comprehensive Strategic Outreach Plan as defined in Section 3.3, Administrative Requirements. At a minimum, Bidders' strategic plan must address all sub-requirements (1.1-1.11) of the Strategic Plan outline listed in Section 3.3, Requirement 1.

3.2.6 Team Qualifications and Resumes (M)

Bidders shall provide Team Qualifications and Resumes. This should include Resumes of Executive Team members for the ACBO/Bidder. Bidders should list the proposed sub-contractor(s) CBOs receiving 25% or more of the total budget that will be part of this work, along with resumes of executive team members from the subcontractor organizations.

3.2.7 Non-Response Follow-Up (NRFU) Plan (M)

Bidders shall describe plans and activities for the NRFU period, specifically during the May- August 2020 timeframe. Plans should include specific suggested activities, including events, proposed with dates, and a description of what methods will be utilized during this timeframe, and who will conduct this work (subcontractors, any other resources).

3.2.8 Previous Outreach Report or Overview Project (M)

Bidders shall submit a report of a successful previous outreach project or overview summary in which they had a primary role within the last ten (10) years. Overview may include a final report, project summary, or similar.

3.2.9 Darfur Contracting Act (M)

Public Contract Code Sections 10475 -10481 applies to any company that currently or within the previous three (3) 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 (DGS) to submit a proposal.

A scrutinized company is a company doing business in Sudan as defined in Public Contract Code Section 10476. Scrutinized companies are ineligible to, and cannot, bid on or submit a proposal for a contract with a State agency for goods or services (Public Contract Code (PCC) Section 10477(a)), unless written permission from the Director of DGS to bid on this procurement has been granted (PCC Section 10477(b)).

A Bidder is required to submit a completed Attachment 6, Darfur Contracting Act form if their company currently or within the previous three (3) years has had business activities or other operations outside of the United States. Bidders must submit the completed form with the bid response. A copy of this written authorization must be submitted with the bid or the bid may be considered non-responsive.

If a Bidder has not conducted business outside of the United States in the last three (3) years, this section does not apply.

3.2.10 California Civil Rights Laws (M)

Pursuant to Public Contract Code section 2010, any Bidder entering into or renewing a contract over \$100,000 on or after January 1, 2017, shall certify all of the following:

- A. That they are in compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code).
- B. That they are in compliance with the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code).
- C. (1) That any policy that they have against any sovereign nation or peoples recognized by the government of the United States, including, but not limited to, the nation and people of Israel, is not used to discriminate in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code).

(2) Any policy adopted by a person or actions taken thereunder that are reasonably necessary to comply with federal or state sanctions or laws affecting sovereign nations or their nationals shall not be construed as unlawful discrimination in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the California Fair Employment and Housing Act (Chapter 7 (commencing with Section 12960) of Part 2.8 of Division 3 of Title 2 of the Government Code).

Bidders are required to submit Attachment 7, California Civil Rights Laws Certification form with the proposal response. Failure to submit this form will result in your proposal being considered non-responsive.

3.2.11 Workers' Compensation and Insurance Requirements (M)

Bidders must establish compliance with insurance requirements as specified in Exhibit D.

Bidders must also complete and sign the Workers' Compensation Certification, Attachment 13.

3.2.12 Federal Debarment, Suspension, Ineligibility, and Voluntary Exclusion (M)

Expenditures from this contract may involve Federal funds. The Federal Department of Labor requires all State agencies which are expending Federal funds to have in the contract file a certification by the Contractor that they have not been debarred nor suspended from doing business with the Federal government. Bidders are required to complete Attachment 8, Federal Debarment Certification and submit it with their proposal. Failure to submit this form before contract award will result in your proposal being considered non-responsive.

3.2.13 Bidder Declaration (M)

All Bidders must complete the Attachment 9, Bidder Declaration Form (GSPD-05-105) and include it with the proposal. When completing the attachment, Bidders must identify all subcontractors proposed for participation in the contract.

3.2.13.1 Subcontractors (M)

If a Bidder proposes the use of a subcontractor for a portion of the contract, the Bidder agrees that all requirements will be adhered to and that requirements will apply to subcontractors even if subcontractor concurrence is not specifically defined. All subcontractors must comply fully with the administrative and technical requirements that are applicable with the portion of the work being delegated to the subcontractor.

Bidders shall not subcontract more than 25% of the awarded contract to a single subcontractor entity without prior written approval from the CCC Office.

Bidders awarded a contract are contractually obligated to use the proposed subcontractors for the corresponding work identified unless the State agrees to a substitution and it is incorporated by amendment to the contract. The Contractor must have written agreement from the State prior to replacement or substitution of any subcontractor.

Bidders that plan to use subcontractors must identify any subcontractors in Attachment 9, Bidder Declaration Form and must identify the percentage of sub-contract amount. Notification to the subcontractor by the Prime Contractor is encouraged immediately after award of an RFP.

3.2.14 Disabled Veteran Business Enterprise (DVBE) Declaration (NMS/ if applicable)

Bidders who have been certified by California as a DVBE (or Bidders who have obtained the participation of subcontractors certified by California as a DVBE) must complete Attachment 10, DVBE Declaration Form (STD 843), and include it with the proposal. All disabled veteran owners and disabled veteran managers of the DVBE must sign this form.

3.2.15 Small Business Preference (NMS)

Section 14835 et seq. of the California Government Code requires that a five percent (5%) preference be given to Bidders who qualify as a California-certified Small Business or Bidders who qualify as a non-small business claiming at least twenty-five percent (25%) California-certified Small Business subcontractor participation.

Per Government Code 14838 (b), in solicitations where an award is to be made to the highest scored Bidder based on evaluation factors in addition to price, the preference to small business or microbusiness shall be five percent (5%) of the highest responsible Bidder's total score. The preference to non-small business Bidders that provide for small business or microbusiness subcontractor participation shall be up to a maximum five percent (5%) of the highest responsible Bidder's total score, determined according to rules and regulations established by DGS. The rules and regulations of this law, including the definition of a small business, or qualifying non-small business, are contained in Title 2, California Code of Regulations, Section 1896 et seq. Small Business Non-Profit Veteran Service Agencies (SB/NVSA) Bidders meeting requirements specified in Section 999.50 et seq. of the Military and Veterans Code and obtaining California certification as a small business are also eligible for this preference. Questions regarding regulations

and/or certifications should be directed to the Office of Small Business and DVBE Certification at (916) 375-4940.

3.2.16 Commercially Useful Function (M)

Suppliers, whether the Bidder or a subcontractor, who have a California certification for one or more of the socio-economic programs (e.g., small business or Disabled Veteran Business Enterprise), must perform a Commercially Useful Function (CUF) in the resulting contract. CUF is defined in the Military and Veterans Code Section 999(b)(5)(B) for Disabled Veteran Business Enterprises and in the Government Code Section 14837(d)(4)(A) for small business as consisting of all of the following:

- responsibility for the execution of a distinct element of the work
- actually performing, managing, or supervising the work
- performing work that is normal for its business services and functions
- not further subcontracting work that is greater than that expected by normal industry standards
- responsible, with respect to any products, inventories, materials, and supplies required for the contract, for negotiating price, determining quality and quantity, ordering, installing (if applicable), and making payment

A Contractor, subcontractor, or supplier is not considered to perform a CUF if their role is limited to that of an extra participant through which funds are passed in order to obtain the appearance of participation.

Bidders must complete Attachment 11, Commercially Useful Function (CUF) Worksheet for each certified supplier (Bidder or subcontractors). Completed worksheets must be submitted with the Bidder's proposal.

At the State's option, Bidders may be required to submit additional written clarifying information regarding CUF. Failure to submit the requested written information, as specified, may be grounds for rejection of the proposal.

3.2.17 SB/DVBE Participation Commitment Requirement (M)

Within six (6) months of contract award, the Contractor shall meet or exceed their SB and/or DVBE commitment level on a contract-to-date basis. The State reserves the right to audit records (e.g., cancelled checks, work logs, etc.) to verify the SB/DBVE subcontractors are actually performing the work committed to and being paid accordingly.

Note: The corresponding percent of bid price identified on Attachment 9, Bidder Declaration, represents the percentage of total contract dollars to be paid to the subcontractor. Example: Bidder commits to 2% DVBE subcontractor participation on a contract with a total spend of \$1,000,000.00. Bidder shall pay subcontractor a minimum of \$20,000.00 for work performed under the contract.

3.2.18 Target Area Contract Preference Act (TACPA) Preference (NM/if applicable)

Preference will be granted to California-based Contractors in accordance with Government Code Section 4530 whenever contract for goods and services are in excess of \$100,000 and the Contractor meets certain requirements as defined in the California Code (Title 2, Section 1896.30) regarding labor needed to produce the goods or provide the services being procured. Additional information regarding this program is available at: <http://www.documents.dgs.ca.gov/pd/poliproc/tacpage.pdf>.

Bidders desiring to claim this preference must submit a fully executed copy of the following forms with their proposal:

- Attachment 12A, TACPA Standard Form (STD 830)
- Attachment 12B, Manufacturer's Summary of Contract Activities and Labor Hours (Form DGS/PD 525)
- Attachment 12C, Bidder's Summary of Contract Activities and Labor Hours (Form DGS/PD 526)

Note: The Bidder's proposal need not contain these items if there is no intention to claim this preference.

3.2.19 Payee Data Record (Mandatory Post Award)

Bidder must complete and submit the Attachment 14, Payee Data Record, prior to contract award.

3.3 Scored Administrative Requirements

Bidders must respond to administrative requirements by providing a narrative described in Section 4.3, Narrative Format. All scored administrative requirements will be evaluated and scored as defined in the Section 5, Evaluation. The maximum number of points available for each scored requirement is identified in Section 5.3, Final Proposal Scoring Criteria.

Scored Administrative Requirements	
Requirement 1 – Strategic Outreach Plan	
<p>Bidders shall provide a Strategic Outreach Plan that includes a local, grassroots approach to reaching the least likely to respond with specific strategies, tactics and timeline^{24(s)}, as well as description of specific collaboration(s), partnership(s), and leveraging of resources to achieve the highest self-response rate on the Census 2020 questionnaire. The Strategic Outreach Plan shall address ALL subtasks 1.1 through 1.11. Strategic Plan shall be no more than 12 pages in total. Bidders may attach up to five (5) additional pages in Exhibits or Attachments, and these documents must reference the section of the strategic plan it is addressing.</p>	
1.1	<p>Outreach Approach -- Bidders shall describe how it plans to conduct outreach for the specific region they are submitting a proposal for, which shall include but not be limited to:</p> <ul style="list-style-type: none"> • Identification of the least likely to respond areas and HTC populations within the various census tracts in that region. • Descriptions of research methodologies used to identify HTC/least likely to respond populations, barriers, challenges and opportunities for outreach. • Descriptions of its resources and network to communicate census messaging and its ability to respond rapidly to crisis communication, mis-information, or potential threats to the Census outreach effort. • Approaches to address how they will motivate, educate and activate the HTC/least likely to respond in each region the Bidder is submitting a proposal. Refer to Exhibit A, SOW, for more information on the CCC's goals to "motivate, educate and activate."
1.2	<p>Partnership Coordination -- Bidders shall provide a plan showing its integrated and coordinated approach to working with the U.S. Census Bureau, the CCC Office, cities, counties, schools, CBOs, and other civil society organizations to avoid duplication and to identify methodology to address gaps. Bidder shall also identify potential subcontractor(s) and provide their roles and responsibilities to reach HTC populations and communities.</p>
1.3	<p>Resources and Infrastructure – Bidders shall provide a primary designee who has data-management experience and knowledge who will interface with the Statewide Outreach and Rapid Deployment portal.</p> <p><u>SwORD Background</u> SwORD is a data and mapping portal that will serve as an engagement platform to connect the State, governmental agencies, and strategic partners to organize people, processes, and technology, and share information, tools, and resources. SwORD will be used to share databases and geographical information on HTC communities, to identify gaps and redundancies, and to reallocate resources. In addition, SwORD will allow the State and its partners to monitor census response rates during Census 2020 and to rapidly adjust outreach/communication strategies in the field.</p> <p><u>Questionnaire Assistance Centers and Kiosks</u> Questionnaire Assistance Centers (QACs), Questionnaire Action Kiosks (QAKs) shall be used to publicize locations where the public may receive information regarding the census in their native language and assistance completing the census questionnaire. Bidder shall identify a plan for establishing, managing, and announcing QACs and/or QAKs, which should include locations and resources. The awarded Contractor will work with their assigned State RPM to activate a reasonable number of QACs/QAKs within their awarded region.</p>

	<p><u>Additional Resources</u> Bidders shall identify unique resources available to enhance outreach efforts.</p>
1.4	<p>Training Methods – Bidders shall identify training methods to be used to conduct outreach, including the “Train the Trainer” method. Training shall include various topics, including informing the public on how to complete the census questionnaire online, as well as training staff and CBO subcontractors on how to use SwORD effectively.</p>
1.5	<p>Data Management -- Bidders shall describe how they plan on providing data in tabular and/or spatial format for the following:</p> <ul style="list-style-type: none"> • Describe how Bidder intends to track outreach activities geographically. • A description of software, staff capability and other resources to work with data to leverage outreach to the HTC/least likely to respond. • Identify the geographic coverage area and communities served by the Prime Contractor, as well as partnering and subcontracting parties (as applicable).
1.6	<p>Language and Communication Access Plan – Contractor shall provide a plan that includes strategies, tactics and resources, including partnerships, to address language access in the Region in which the Bidder is providing a proposal. In order to reach the HTC populations with limited English proficiency (LEP) and other communication access needs, Bidders shall include in their Language and Communication Access Plans the following components:</p> <ul style="list-style-type: none"> - Identification of no less than the top six (6) non-English languages spoken among HTC populations and a description of where within the region these spoken languages are clustered. - Strategies, methods, tactics and resources to be utilized to reach out to LEP populations in the specified region. - Number of proposed QACs/QAKs to assist with filling out census forms, including in-language assistance to LEP HTC individuals, and where within the region these will be located. - Description and quantification of any other physical places and/or methods (call centers, libraries, mobile resources including vehicles) that will provide assistance in-language to LEP HTC populations. - List of all entities/organizations/sub-contractors (if available), to conduct in-language outreach services, along with resumes of team members who will conduct this work.
1.7	<p>Workforce Development</p> <p>A. Bidder shall provide a plan describing how it may assist the U.S. Census Bureau with local hiring of census enumerators and other personnel. Based on previous census efforts, it is known that hiring locally for these critical jobs is an important factor in establishing trusted messengers that may impact the enumeration positively.</p> <p>B. The CCC Office wants to ensure that those providing community outreach are indeed trusted messengers.</p> <ol style="list-style-type: none"> 1. Please explain what makes your community outreach workers trusted messengers in the community. 2. Please include a detailed summary of your criminal background check screening process for community outreach workers, including any existing policies and procedures. If your organization does not currently have a process, describe the processes and procedures that will be implemented for Census 2020 outreach efforts.
1.8	<p>Region(s) Budget -- Bidders shall provide a budget proposal of the Regional allocated funding provided by the State which shall include, but not be limited to:</p> <ul style="list-style-type: none"> • Administrative costs (not to exceed 10% of total allocation). Bidder shall identify cost breakdown of Executive team and range of salaries for paid employees assigned to the resulting contract. Administrative costs include, but are not limited to: human

	<p>resources, budgeting, contracting, legal, facilities, information technology equipment and support, etc.</p> <ul style="list-style-type: none"> • Outreach – Bidder shall identify the budget allocated for providing outreach to HTC populations, as identified in Section 1.1, of Scored Requirements. Budget must cover the entire outreach period, including non-response follow-up period (NRFU). Outreach costs include all costs related to doing outreach, such as, hosting an event (which may include facility rental, food, etc.), hiring outreach workers, outreach materials, etc. • Media (if applicable, or to the extent that media is included in Strategic Outreach Plan). <p>Note: Budget proposal not to exceed the allocation amount identified in Attachment 2, Funding Allocation.</p> <p>For each of the 3 bullet points above, bidders shall include a breakdown of the percentage or amount of the budget that will be performed by subcontractors.</p>
1.9	<p>Timeline/Calendar -- Bidders shall provide a timeline of activities during the term of this contract.</p> <p>Bidder shall also provide plans for “Be Counted California” events during March and/or April 2020.</p>
1.10	<p>Volunteers Plan – Bidders shall describe plans to leverage volunteers and identify outreach activities, planning, and resources where volunteers may be utilized.</p>
1.11	<p>Social Media and Non-Traditional Communications Methods – Bidders shall describe their unique methods of providing outreach via digital and social media and other non-traditional communications methods.</p>
1.12	<p>Ethnic and Hyper- Local Media Plan (Optional/Non-Mandatory Requirement)—Bidders shall describe their plan to utilize ethnic and hyper-local media.</p>
REQUIREMENT 2	
	<p>Team Qualifications and Resumes – Bidders shall Provide Team Qualifications and Resumes. This should include Resumes of Executive Team members for the ACBO/bidder, assigned to this project. It should list the proposed sub-contractor(s) CBOs receiving 25% or more of the total budget that will be part of this work, along with Resumes of executive team members assigned to this project, from those organizations as well.</p>
REQUIREMENT 3	
	<p>Non-Response Follow-Up (NRFU) Period – Bidders shall describe plans and activities for the NRFU period, specifically during the May- August 2020 timeframe. Plans should include specific suggested activities, including events, proposed with dates, and a description of what methods will be utilized during this timeframe, and who will conduct this work (subcontractors, any other resources).</p>
REQUIREMENT 4	
	<p>Previous Outreach Report or Overview Project – Bidders shall submit a report of a successful previous outreach project or overview summary, in which they had a primary role within the last ten (10) years. Overview may include a final report, project summary, etc.</p>
REQUIREMENT 5 – Non-Mandatory Item	
	<p>Branding/Marketing Plan (Optional/Non-Mandatory) - Bidder shall provide a description of any publicity it plans to conduct to promote the Census 2020 among HTC populations, including any collateral, incentives, or other tactics to ‘brand’ its outreach message to HTC.</p>

****The State, at its sole option, may request clarification and/or additional information in writing on any of the Requirements identified throughout this RFP. If notified in writing, the Bidder will have up to ten (10) business days to provide clarification and/or additional information in writing and be considered responsive. After ten days, the Bidders proposal may be rejected and considered non-responsive.**

3.4 Contract Requirements

The State requires that the contracts resulting from this RFP be issued to a Prime Contractor for each of the ten (10) regions who shall be responsible for successful performance of this RFP and Exhibit A, SOW. The prime Contractor shall also be responsible for successful performance of any and all of their partners (if joint bid is submitted) and subcontractors.

Furthermore, the State will consider the prime Contractor to be the sole point of contact with regard to contractual matters and payments for the term of the contract.

The Prime Contractor will be responsible for compliance with requirements under the contract, even if requirements are delegated to subcontractors. All State policies, guidelines, and requirements apply to subcontractors performing 25% or more of the services. The Prime Contractor and subcontractors shall not in any way represent themselves in the name of the State of California without prior written approval.

~~3.5 Confidentiality (M)~~

~~The Contractor will be required to exercise security precautions for confidential, proprietary or sensitive data that is made available and must accept full legal responsibility for the protection of this information. This includes financial, statistical, personal, technical and all other types of data and information relating to operations of any State or local agency, whether expressly made available to the Contractors or encountered coincident to programming work or testing.~~

~~Under no circumstances shall the Bidder use or publish, sell, or otherwise disclose to any third party the contents of any records or data, or reports derived from data, without the authorization and written consent of the State.~~

~~The successful Bidder shall adhere to the confidentiality provisions identified in Exhibit D, Special Terms and Conditions.~~

~~Contract award is contingent on the completion of the items listed above.~~

Section 4 – Proposal Format

4. Introduction

These instructions describe the mandatory proposal format and the approach for the development and presentation of proposal data. Format instructions must be adhered to, all requirements and questions in the RFP must be responded to, and all requested data must be supplied. Each Bidder is responsible for providing sufficient information and documentation for their RFP response to be thoroughly evaluated. Failure to do so may result in rejection of the proposal.

4.1 Proposal Delivery

Final proposals shall be completely sealed, marked and delivered to the Procurement Official identified in Section 1.9, Procurement Official, by the date and time specified in Section 1.10, Key Action Dates. **A separate proposal package is required for each region. Bidders may provide a proposal for up to three (3) regions. If more than 3 bids are received simultaneously from a single bidder, the State may, at its sole discretion, select which bids/regions it will consider, or reject the entire bid package.**

4.2 Copies Required

The Bidder’s RFP response (Final Proposal) must be submitted as described below. One complete set of all documents shall be clearly marked “Master Copy” and must be labeled clearly with the proposal region (i.e. Region 1). The Master Copy must contain original signatures.

FINAL PROPOSAL FORMAT	
	Number of copies
Response to Requirements (See Checklist in Section 4.1.1)	1 Master 4 Copies 1 CD-ROM/USB

Bidders should submit requirement in order as they appear in this RFP.

4.3 Narrative Format

- a.) Narrative portions of proposal responses should be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Emphasis should be on conformance to the RFP instructions, responsiveness to the RFP requirements, completeness and clarity of content. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired.
- b.) Bidders must follow the format requirements listed below for all narrative portions of the RFP. Failure to do so may result in an entire proposal or affected section not being read or evaluated.
 - 1.) Use a Times New Roman, Arial, or Calibri font at least 12-point size throughout.
 - 2.) Print pages single-sided on letter size (8.5 by 11 inches) white paper with 1.5 line spacing.
 - 3.) Use one-inch margins at the top, bottom, and both sides.
 - 4.) Sequentially number the pages in each section and clearly identify each section in the order requested. When a page limit is noted, pages exceeding the limit will not be scored. It is not necessary to paginate the required forms.

- 5.) Place the Bidder's name and identify the proposal region in a header or footer on every page. If the Bidder's name is not already entered elsewhere on a completed certification or form, add it to a header, footer, or signature block.
- 6.) Have a person who is authorized to bind the proposing firm sign each RFP attachment that requires a signature in blue ink. Signature stamps are not acceptable.
- 7.) Place the original signed attachments in the proposal set marked "MASTER." The additional copies may have photocopied signatures on attachments and throughout the document.
- 8.) **Narrative Responses shall be no more than 12 pages in total. Bidders may attach up to five (5) additional pages of Exhibits or Attachments, and these documents must reference the section of the strategic plan it is addressing.**

4.3.1 Final Proposal Forms and Exhibits

Bidders shall include the following documents and attachments in the Final Proposal, or as required in the RFP:

Response to Requirements Checklist	
Required with the Bid Response	
Description	Attachment /Section
Agreement Cover Letter (Completed, signed, and Region clearly indicated)	Attachment 3
Contractor Certification Clauses	Attachment 4
Proof of Good Standing Printouts	Section 3.2.1
Proof of California -Based 501(c)(3) Non-Profit Status	Section 3.2.2
Three (3) Customer Reference Forms (Completed and Signed)	Attachment 5
Strategic Outreach Plan – Narrative Response (Including sub-requirements 1.1-1.12)	See Section 3.3 Requirement 1
Team Qualifications and Resumes	Section 3.3 Requirement 2
Non-Response Follow-Up (NRFU) Plan – Narrative Response	Section 3.3 Requirement 3
Previous Outreach Report or Overview Project – Narrative Response	Section 3.3 Requirement 4
Branding/Marketing Plan -Optional – Narrative Response	Section 3.3 Requirement 5
Darfur Contracting Act	Attachment 6
California Civil Rights Laws Certification	Attachment 7
Federal Debarment Certification Form	Attachment 8
Bidder Declaration Form (Attach additional pages if needed)	Attachment 9
* DVBE Declaration Form (STD 843)	Attachment 10
*Commercially Useful Function	Attachment 11

Response to Requirements Checklist	
Required with the Bid Response	
Description	Attachment /Section
* TACPA Standard Form (STD 830)	Attachment 12
Request with Bid, Required before Award	
Workers Compensation Certification and Evidence of Insurance	Exhibit D, Item 7
Payee Data Record (STD 204)	Attachment 14

* Required only if Bidder and/or subcontractor is a certified SB/DVBE; and/or Bidder is claiming a preference or incentive.

The State makes no warranty that the list of applicable documents and attachments is a full and comprehensive listing of every requirement specified in the RFP. Checking off the items on the list does not establish your firm’s intent nor does it constitute responsiveness to the requirements. The list is only a tool to assist participating Bidders in compiling their final proposal response. Bidders are encouraged to carefully read the entire RFP. The need to verify all documentation and responses prior to the submission of final proposals cannot be over emphasized.

It is not necessary to add unnecessary documentation to your final proposal. The State expects only documentation which pertains to the requested/required information to be submitted as outlined in the RFP and Exhibit A, SOW. Additional information not specific to the requirements of this RFP should not be submitted (i.e. company propaganda/literature, product pamphlets, etc.).

Section 5 – Evaluation

5. Introduction

This section describes how the State plans to evaluate the responding proposals and identify the proposals that meet the RFP's objectives. It is the State's intent to conduct a comprehensive, impartial evaluation of all proposals received.

5.1 Receipt

Each proposal will be date and time marked as it is received and verified that all responses are submitted under an appropriate cover, sealed and properly identified. Proposals will remain sealed until the designated time for opening.

5.2 Evaluation of Final Proposals

5.2.1 Best Value Analysis

For the purposes of this RFP, the best value proposal will be the proposal that provides the best overall value to the State and that is most likely to result in a contract that fulfills the CCC Office's mission:

1) To award contracts to the responsible ACBOs for each of the ten (10) identified regions that submit the best value proposal that maximizes the benefits to the State in relation to the areas of competence, experience, cost effectiveness, and timely performance; 2) Promote and ensure integrity, honesty, and fairness in the operation and administration of the CCC Office.

As part of the best value proposal evaluation process, the State may award a contract based on the proposals submitted or establish a competitive range and hold discussions with each Bidder in the competitive range. The competitive range will be composed of the most highly-rated proposals consistent with the need for an efficient competition. If conducted, negotiations will be undertaken with the intent of allowing each Bidder the opportunity to provide the best value in specific areas identified by the CCC Office.

The CCC Office may indicate to, or discuss with, each Bidder in the competitive range any weaknesses, deficiencies, and other aspects of its proposal such as budget proposal, outreach approach, and terms that could, in the opinion of the Census Office, be altered or explained to enhance the proposal's potential for award. The scope and extent of discussions are a matter solely within the CCC Office's judgment.

5.2.2 Rating Chart

All materials and requirements not identified as pass/fail will be evaluated using the rating chart shown below:

Rating	Definition
Exceeds 100% Points	Proposal exceeds performance or capability requirements; proposal demonstrates extraordinary strengths that will more than significantly benefit the Census Office.
Meets 80% Points	Meets specified minimum performance or capability requirements necessary for acceptable contract performance.
Meets with Exceptions 65% Points	Proposal demonstrates weak performance or capability standards necessary for minimum contract performance; proposal has one or more weaknesses that offset any strengths.
Does Not Meet 0% Points	Fails to meet specified minimum performance or capability requirements. Proposals with an unacceptable rating are not awardable.

5.2.3 Evaluation Criteria

For evaluation purposes, certain requirements have been designated as scored requirements and will be scored in accordance with the criteria contained herein. All remaining mandatory requirements are not scored and will be evaluated on a pass/fail basis. A material deviation on a mandatory requirement whether or not it is scored will result in disqualification of the proposal.

Proposals will be evaluated first and foremost on the ability to reach and connect with the least likely to respond/HTC communities and populations.

The following are examples of evaluation criteria that may be used in evaluating proposals:

1. Does the proposing organization understand the agency's problem or needs?
2. Can the proposer fit this work into its existing obligations?
3. Is the approach to the problem, recommended method, and procedure reasonable and feasible?
4. Do the expected results, outcomes, and deliverables appear to be achievable in a timely manner, given the approaches, methods and procedures proposed?
5. Does the proposer have the organization, management capability and competency, fiscal and personnel resources, and experience to perform the services being sought?
6. Has the proposer had experience performing work of a similar nature, size, and scope?
7. Does the proposer's past experience complement the services being sought, or is the proposer's past experience appropriate to qualify the proposer to perform these services?

8. What are the professional qualifications of the personnel that the proposer will commit to the project?
9. Has the proposer allocated sufficient staff resources?
10. Has the proposer addressed all goals, objectives, service demands, and required deliverables specified in the RFP?
11. Does the proposer appear to be capable of handling and resolving unanticipated complications and delays without interrupting the delivery of services?
12. Are any proposed timelines for performance presented by the proposer feasible?
13. Did the proposer include plans that will show how performance will be monitored and measured to ensure that all services are successfully performed and that the objectives, goals, and requirements are met?
14. Does the proposer appear to have the capacity to manage fiscal resources responsibly?
15. Does the proposer have sound fiscal, accounting and cost-monitoring or budget-monitoring procedures in place?
16. Does the proposer demonstrate adequate knowledge, experience and understanding of the region(s) and HTC communities and populations within the regions bid upon?

5.3 Final Proposal Scoring Criteria

The Team will evaluate and score the responses of each Bidder's Final Proposal to determine a Total Score. The maximum points available are 1025. The Total Score includes five (5) scoring categories:

The table below lists the evaluation categories and the weights each will carry in the overall evaluation of each offer:

Scored Administrative Requirements		Points Available
REQUIREMENT 1 Strategic Outreach Plan		
1.1	Outreach Approach	100
1.2	Partnership Coordination	100
1.3	Resources and Infrastructure	50
1.4	Training Methods	50
1.5	Data Management	50
1.6	Language and Communication Access Plan	100
1.7	Workforce Development	50
1.8	Region(s) Budget Plan	50
1.9	Timeline/Calendar	50
1.10	Volunteers Plan	25
1.11	Social Media and Non-Traditional Communications Methods	50
1.12	Ethnic and Hyper- Local Media Plan (Non-Mandatory)	25
	Strategic Outreach Total:	700
REQUIREMENT 2		
2	Team Qualifications and Resumes	100
REQUIREMENT 3		
3	Non-Response Follow-Up (NRFU) Period	100
REQUIREMENT 4		
4	Preview Outreach Report or Overview	100
REQUIREMENT 5 – Non-Mandatory		
5	Branding/Marketing Plan	25
	Total Points Available:	1025

The Team will determine the Total Score for each proposal by aggregating the five (5) scored categories. Scores will be rounded to two (2) decimal places. Scores will be calculated as described within this section.

5.3.1 Evaluation Team

An Evaluation Team will be assigned of at least four (4) **trained evaluators to review** and score the narrative responses. Each member of the team will independently assign a score to each scored section and aggregate the total.

5.3.2 Total Score

The Total Score will be calculated by aggregating the average number of scores assigned by the Evaluation Team, before award of any preference and/or incentive points.

5.4 Selection and Award

The contract will be awarded by Region to the responsive and responsible Bidder(s) with the highest total of points, including all applicable preference points.

The State reserves the right to make additional awards to responsive and responsible Bidders.

The State, at its sole option, reserves the right to not make an award for any given Region, if the State determines that an award to that Region is not in its best interest.

5.5 Negotiations

The State reserves the right to elect to enter into negotiations, if conditions exist.

Section 6 – Contract Exhibits Table of Contents

6. Introduction

To view the following documents, go to the CalProcure website at (www.calprocure.ca.gov), click on the eyeglass “Get Public Procurement Information” then click “See Current Bids” and type in the Event ID 0000011460.

Model Contract:

Standard Agreement Form STD 213 (Original Signature Required)	
Exhibit A:	Statement of Work
Exhibit B:	Budget Detail and Payment Provisions
Exhibit C:	General Terms and Conditions
Exhibit D:	Special Terms and Conditions

Section 7 –Attachments Table of Contents**7. Introduction**

The following list identifies the applicable attachments for this solicitation:

Exhibit	Location
Attachment 1 – ACBO Regions Map	Attached
Attachment 2 – ACBO Funding Allocation	Attached
Attachment 3 – Agreement Cover Letter	Attached
Attachment 4 - Contractor Certification Clauses	Attached
Attachment 5 – Customer Reference Form	Attached
Attachment 6 – Darfur Contracting Act Certification	http://www.documents.dgs.ca.gov/pd/contracts/forms/rfp/Exhibit 8.12 Darfur Contracting Act Certification.pdf
Attachment 7 California Civil Rights Laws Certification	http://www.documents.dgs.ca.gov/pd/contracts/forms/rfp/Exhibit 8.5 California Civil Rights Laws Certification.pdf
Attachment - 8 Federal Debarment Certification	http://www.documents.dgs.ca.gov/pd/contracts/forms/rfp/Exhibit 8.13 Federal Debarment Certification.doc
Attachment 9 - Bidder Declaration Form	http://www.documents.dgs.ca.gov/pd/contracts/forms/rfp/Exhibit 8.7 Bidder Declaration Form.pdf
Attachment 10 - DVBE Declaration Form (STD 843)	http://www.documents.dgs.ca.gov/pd/contracts/forms/rfp/Exhibit 8.9 DVBE Declaration Form STD 843.pdf
Attachment 11 - Commercially Useful Function (CUF) Worksheet (If applicable)	http://www.documents.dgs.ca.gov/pd/contracts/forms/rfp/Exhibit 8.7A Commercially Useful Function Worksheet.doc
Attachment 12 - TACPA Preference Request Form	http://www.documents.dgs.ca.gov/pd/contracts/forms/rfp/Exhibit 8.16 TACPA Preference Request.pdf
Attachment 13 Worker's Compensation Certification	http://www.documents.dgs.ca.gov/pd/contracts/forms/rfp/Exhibit 8.6 Workers Compensation Certification.doc
Attachment 14 - Payee Data Record (STD 204)	http://www.documents.dgs.ca.gov/pd/contracts/forms/rfp/Exhibit 8.10 Payee Data Record STD 204.pdf
Attachment 15 - DVBE Bid Incentive Instructions	http://www.documents.dgs.ca.gov/pd/contracts/forms/rfp/Exhibit 8.15 DVBE Incentive Attachment.pdf
Non-IT General Provisions	Refer to Exhibit C, Non-IT General Provisions

EXHIBIT A

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EXHIBIT A**STATEMENT OF WORK (SOW)**

_____, herein called (Contractor) is entering into this agreement with the California Complete Count Census 2020 (CCC Office), hereinafter referred to as “State or CCC Office” to provide ~~marketing and~~ outreach services on behalf of the State as described herein.

1. OBJECTIVES

The Contractor will collaborate and work with other subcontracted community-based organizations (CBOs), local government agencies like counties, cities, and schools, as well as State media contractor(s) to inform the general public of the importance of completing the census questionnaire. The goal is to avoid duplication, identify outreach gaps and fill them accordingly. Contractor will implement outreach to encourage full participation and avoid an undercount as stated in the Governor’s Executive Order B-49-18.

A. THE STATE’S OUTREACH OBJECTIVES ARE:

1. To further promote awareness about the census, the process, its pre-notice advisory, the questionnaire and the key deadlines.
2. To publicize locations where the public may receive information regarding the census in their native language and assistance completing the census questionnaire. Locations may include neighborhood Questionnaire Assistance Centers (QACs), Questionnaire Action Kiosks (QAKs), and other venues. A QAC can be established at a public venue such as a library, school, or post office staffed with knowledgeable personnel that can assist the public with completing the census questionnaire, and answer questions related to the Census 2020.
3. To motivate all Californians to complete and return their questionnaires by explaining in ways that are relevant to them what the census means to California, and when possible, to their counties and cities.
4. To focus funding and efforts in geographic areas and demographic populations who are least likely to respond including, but not limited to:
 - Latinos
 - African-Americans
 - Native Americans and Tribal Communities
 - Asian-Americans/Pacific Islanders
 - Middle-Eastern North Africans
 - Immigrants and Refugees

- Farm-workers
- People with Disabilities
- **Lesbian, Gay, Bisexual, Transgender, Queer/Questioning (LGBTQ)**
- Seniors/Older Adults
- Homeless Individuals and Families
- Children Ages 0-5
- Veterans
- Areas with low broadband subscription rates and limited or no access
- Households with limited English proficiency

B. THE CONTRACTOR SHALL ACHIEVE THE FOLLOWING OBJECTIVES:

EDUCATE

1. Inform the public about the census process, purpose and timeline.
2. Inform the public of the importance of the census. The State will receive billions of dollars of federal funds for education, health care, job training, transportation and other vital services based on the census numbers. The federal government also uses census data to determine how to apportion the House of Representatives seats among states.
3. Inform the public that the census data is confidential. No one except sworn U.S. Census Bureau (“Census Bureau”) employees can see the complete census questionnaire forms or link names to responses. The Census Bureau requires that any individuals with access to census materials adhere to strict confidentiality and security guidelines. The law, Section 214 of Title 13, “Wrongful Disclosure of Information,” sets forth severe penalties applicable to federal government officials and local government census liaisons if they misuse information they receive from the census responses. These penalties include fines up to \$5,000, 5 years in prison, or both. The Census Bureau’s dedication to confidentiality plays an important role in everything it does. All employees must pass a security and employment reference check, swear they are not employed as tax collectors or assessors or law enforcement officials and establish they have no felony convictions as adults. The Census Bureau employs a host of safeguards, such as electronic barriers and secure telephone lines, to block outside access to any confidential information in Census Bureau computers.
4. Identify areas and populations within Contractor’s awarded Region that are least likely to respond.
5. To establish, manage, and announce locations where the public may receive information regarding the census in their native language and assistance completing the census questionnaire. Locations may include neighborhood QAC’s and QAK’s.

MOTIVATE

6. Eliminate the fear of completing the census questionnaire. Instill trust that the government will not use this data in a negative way. No one outside the Census Bureau can ever be given any information to link names to addresses on the census questionnaire. Not even the President of the United States is permitted to look at individual census records.
7. Utilize trusted messengers and sources to encourage members of the public to participate in the census by completing their census questionnaire.
8. Establish comfortable environment(s) and settings early on and leading to the Census 2020 to encourage the public to participate in the census, following the education phase. Continue to educate and inform on the importance of the census as a motivator.
9. Where possible, Contractor should assess messaging efforts, outreach and tools. Contractor is encouraged to work with the assigned State RPM and CCC Office to identify existing resources, universal branding, and toolkits available.

ACTIVATE

10. Engage trusted messengers in trusted environments to help the public participate in the census.
11. Conduct and participate in community gatherings and other forums to rally the public to participate in the census.
12. Collaborate with other stakeholders and across sectors to activate the public to participate in the census process by filling out the census questionnaire.

2. RESPONSIBILITIES & REQUIREMENTS

The Contractor shall not perform any tasks prior to contract execution. A list of all tasks and deliverables are set forth below.

Administrative Requirements	
<p>Contractor shall provide continuous Census outreach as identified in the Strategic Outreach Plan provided in the Contractor’s bid proposal.</p> <ul style="list-style-type: none"> • The Contractor shall cooperate with and take direction from the CCC Office and assigned State RPM, which has final oversight over all outreach activities. • The Contractor shall perform the work and services pursuant to the requirements of this Agreement in a good and workman-like manor. • The RPM reserves the authority to change or redirect the budget and outreach plan during the implementation and planning phases of the contract as needed. • The Contractor shall coordinate and cooperate with other contracted entities, including counties, media contractors, and other CBOs. 	
Task 1 – Outreach and Meetings	
1.0	<p>Immediately upon contract execution, the Contractor shall:</p> <ul style="list-style-type: none"> • Participate in no less than one (1) monthly in-person meeting or phone call with the area’s assigned State Regional Program Manager (RPM) to discuss operations and provide updates of the strategic plan and progress. The monthly meetings shall continue through September 30, 2020. The Contractor shall be responsible for scheduling monthly meetings with the RPM. • In consultation with the assigned RPM, Contractor is responsible for development and cost of communication and outreach materials. RPM must approve prior to publishing. • Contractor shall willingly take direction from the CCC Office and/or cooperate with the RPM to address negative messaging, which may change rapidly from day to day. • If requested, Contractor shall provide monthly reports to RPMs to have a language access component that shows mapping of LEP populations, mapping of QACs, and how language access is being addressed each month. <p>The RPM reserves the authority to change or redirect the budget and outreach plan during the implementation and planning phases of the contract.</p>
Task 2 - Quarterly Written Reports	
2.0	<p>Beginning July 1, 2019, the Contractor shall provide written quarterly reports to the assigned RPM. The quarterly written reports must include:</p>

	<ul style="list-style-type: none"> • Descriptions of all activities completed that were identified in Contractor’s Strategic Outreach Plan and/or Implementation Plan as applicable. • Information uploaded to SwORD in the previous quarter. • Language access plan updates • Calendar and event updates • Budget updates • Other criteria to be determined by the RPM (e.g. Deliverable Status, Concerns/Issues, etc.) <p>Standard format for reports may be provided to the Contractor by the State to ensure consistency statewide. If provided, the Contractor shall use the standard format provided.</p>
Task 3 - Implementation Plan	
3.0	<p>An Implementation Plan is due by October 31, 2019. The Implementation Plan shall include:</p> <ul style="list-style-type: none"> • Overview of outreach and marketing/communications (including update on timelines and activities). • List of subcontractors, including address, audience intended to be reached. • Non-Response Follow-Up (NRFU) Period Plans and Activities, specifically during the May- August 2020 timeframe. <p>Implementation Plan does not suffice as a Quarterly Report. Standard format for reports may be provided to the Contractor by the State to ensure consistency statewide. If provided, the Contractor shall use the standard format provided.</p>
Task 4 - Final Report	
4.0	<p>A final report is due on September 30, 2020. At a minimum, the final report shall include:</p> <ul style="list-style-type: none"> • Local response outcome including specific self-response rate. • Overview of NRFU activities. • Detailed report on strategies, tactics and timeline(s) used throughout the outreach campaign. • Lessons learned and best practices that may inform subsequent Census outreach efforts in the local jurisdiction and, if appropriate, across California. • Evaluations and criteria used and further recommendations for 2030. • List of contracts entered into, including identification of subcontractors. • List of partnerships formed. • Full list of activities and events for Census outreach, including tabulation of total impressions made for each identified HTC populations and/or communities in the specified Region.

	<ul style="list-style-type: none">• Original copies of creative media, videos, flyers, and advertisements used in outreach efforts. <p>Standard format for reports may be provided to the Contractor by the State to ensure consistency statewide. If provided, the Contractor shall use the standard format provided.</p>
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Work Acceptance

The CCC Office shall be the sole judge of the acceptability of all work performed and work products produced by the Contractor as a result of the Agreement. Should the work performed, or products produced by the Contractor fail to meet the minimum CCC Office conditions, requirements, applicable standards, specifications, or guidelines, the following resolution process will be employed except as superseded by other binding processes:

1. The CCC Office shall notify the Contractor in writing, within ten (10) business days after receipt of each deliverable or, after completion of each Task, of any acceptance problems by identifying the specific inadequacies and/or failures in the services performed or products produced by the Contractor.

2. If the deliverable is not approved, the Contractor will be notified in writing within ten (10) business days and must take appropriate measures to correct or remedy the reason(s) for rejection within five (5) business days of notification.

3. The Contractor shall, within five (5) business days after initial problem notification, respond to the CCC Office by submitting a detailed explanation describing precisely how the identified services and/or products actually adhere to and satisfy all applicable requirements, and/or a proposed corrective action plan to address the specific inadequacies and/or failures in the identified services and/or products. Failure by the Contractor to respond to the CCC Office's initial problem notification within the required time limits may result in immediate contract termination.

4. The CCC Office shall, within five (5) business days after receipt of the Contractor's detailed explanation and/or proposed corrective action plan, notify the Contractor in writing whether it accepts or rejects the explanation and/or plan. If the CCC Office rejects the explanation and/or plan, the Contractor will submit a revised corrective action plan within three (3) business days of notification of rejection. Failure by the Contractor to respond to the CCC Office notification of rejection by submitting a revised corrective action plan within the required time limits may result in immediate contract termination.

5. The CCC Office shall, within five (5) business days of receipt of the revised corrective action plan, notify the Contractor in writing whether it accepts or rejects the revised corrective action plan proposed by the Contractor. Rejection of the revised corrective action plan may result in immediate contract termination.

3. LANGUAGE AND COMMUNICATIONS ACCESS

Background

Language and Communication Access Estimates show that California's population has grown by more than two million since the 2010 Census, with 44% of residents speaking a language other than English at home. As previously noted, Californians speak more than 200 non-English languages. Per the U.S. Department of Justice, language access allows persons who do not speak English as their primary language, and who may have a limited ability to read, write, speak, or understand English, to access services that might otherwise inadvertently exclude them. The State also considers language access to be of critical importance to persons with communication-related disabilities, such as persons who are visually impaired, hard of hearing, or deaf, or persons who have limited language proficiency or are illiterate.

According to the latest Census Operational Plan draft in the Federal Register, the U.S. Census Bureau will provide the online Census form and telephone/electronic Census assistance in 12 languages other than English. The paper form will be in English and Spanish only, a departure from the six languages included in 2010. Further, the Bureau will limit the language assistance provided for online and telephone questionnaires. Language guides and glossaries will be provided for 59 languages. This poses a challenge to effectively message and connect to the State's many HTC residents unlikely to be accessed by the federal efforts.

Language and Communications Access Requirement

Language and communications access outreach shall include minimally, the following requirements:

- All printed and verbal communications for outreach in at least the top six (6) non-English languages in the specified region. This includes any information provided via internet and other digital communication vehicles.
- **Educational/informational brochures and handouts shall be produced in at least the top six (6) non-English languages. All materials shall be provided to the RPM for review and approval. In addition, the Contractor shall also consider and coordinate with the RPM regarding smaller language communities that can only communicate in their own language.**

- Provide the same information to persons with disabilities by using Braille, American Sign Language, TTY and any other tools that would increase accessibility for these populations in the specified region.
- Once outreach work has begun, Contractor shall create and implement a time-specific process to solicit additional feedback from community members in the specified region for any additional niche/unique languages in specific neighborhoods that may not be as prevalent in the larger region. That process should require inquiring community members to provide the language(s) they believe should be served, the reason why it/they should be served (anecdotal and/or statistical evidence), and contacts for individuals or companies that Contractor hires to service the language access needs. Results of contacts and feedback shall be identified in a quarterly report.
- Contractor may consider providing instructional videos for HTC limited English proficient (LEP) populations in the region on how to fill out the census questionnaire that starts with a segment on why participating in the census matters/is important.

Materials shall be provided to the RPM for review and approval.

4. PROJECT REPRESENTATIVES DURING THE TERM OF THIS AGREEMENT

State (Regional Program Manager):		Contractor:	
Name:		Name:	
Telephone Number:	(xxx) xxx-xxxx	Telephone Number:	(xxx) xxx-xxxx
Address		Address	
E-mail address	@census.ca.gov	E-mail address	TBD

Direct all financial and administrative inquiries to:

State:		Contractor:	
Name:		Name:	
Telephone Number:	(xxx) xxx-xxxx	Telephone Number:	(xxx) xxx-xxxx
Address		Address	
E-mail address	@census.ca.gov	E-mail address	TBD

5. DELIVERABLE SCHEDULE

	Milestone	Payment Amount	Timeline
1	Finalized and Approved Strategic Plan	30% of Total Contract Amount, less 10% withhold	May 2019
2	First Quarterly Report	20% of Total Contract Amount, less 10% withhold	July 2019
3	Second Quarterly Report	20% of Total Contract Amount, less 10% withhold	September 2019
4	Finalized Implementation Plan (January 2020- July 2020)	20% of Total Contract Amount, less 10% withhold	October 30, 2019
5	Implementation of Outreach Period	Release of Withhold	January 2020
6	NRFU Plan	5% NRFU Plan	February 15, 2020
7	Final Report	5% of Total Contract Amount	September 2020

6. DOCUMENTS AND DELIVERY

1. Document Format

- a. All documents shall be provided in a format compatible with the State Census Office standard applications (currently, Microsoft Office and Adobe). In all cases, the Contractor shall verify application compatibility with the State Contract Manager prior to creation or delivery of any document. Any deviations to these standards shall be approved by the State's Contract Manager.
- b. The delivery media shall be compatible with the State storage devices. (currently, USB Flash Drives or CD/DVD ROM)
- c. Contractor shall have the capability to collect and store data in formats such as Excel, .csv or others used in geographic information systems.
- d. Secure (password protected) Internet access is required.

2. Electronic and hard copy submissions:

- a. One (1) electronic copy and two (2) hard copies of all documents are to be submitted to:

California Complete Count – Census 2020
Attn: Contracts Unit
Agreement #XXXXXXXX

400 R Street Suite 359
Sacramento, CA. 95811
Contracts@census.ca.gov

7. SUBSTITUTE PERSONNEL

1. If the Contractor's assigned representative is unable to perform their duties due to illness, resignation, other factors beyond the Contractor's control, or upon mutual written agreement of the Parties, the Contractor shall make every reasonable effort to provide suitable substitute personnel that must be approved by the State. If the Contractor is unable to provide a substitute, or if the State does not approve of the substitute, either the Contractor or the State may terminate this Agreement with a 30-day advance written notice.
2. The addition or substitution of Contractor personnel shall not increase the total cost of the Agreement.

8. TERM OF AGREEMENT

This Agreement will commence on the start date as noted on the Standard Agreement, STD 213, or the date approved by the State Census Office, whichever is later, and no work shall begin before that time. The Contractor shall not receive payment for work performed prior to approval of the Agreement and before receipt of notice to proceed by the State Contract Manager. **This Agreement expires on December 31, 2020.**

EXHIBIT B

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EXHIBIT B BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT

For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate Contractor for actual expenditures in accordance with the rates/costs specified herein.

EXAMPLE BREAKDOWN OF PAYMENT

Example Allocation: \$100,000

	Milestone	Payment Percentage	Invoice Amount	Actual Payment (Less Withhold)	Payment Date
1	Finalized and Approved Strategic Plan **	30%	\$30,000	\$27,000	May 2019
2	First Quarterly Report**	20%	\$20,000	\$18,000	July 2019
3	Second Quarterly Report**	20%	\$20,000	\$18,000	September 2019
4	Finalized Implementation Plan (January 2020- July 2020) **	20%	\$20,000	\$18,000	October 30, 2019
5	Implementation of Outreach Period	Release of Withhold		\$9,000	January 2020
6	NRFU Plan	5%	\$5,000	\$5,000	February 2020
7	Final Report	5%	\$5,000	\$5,000	September 2020
Total Contract:				\$100,000.00	

**** Payments shall include a 10% withhold pursuant to Public Contract Code section 10346.**

Contractor will be paid for satisfactorily completing each task through a series of progress payments. Pursuant to California Public Contract Code section 10346 and State Contract Manual Vol. I, Section 7.33, each progress payment will contain a 10% withhold to be paid according to the dates set forth in the table above.

Deliverables are paid at the percentages specified in the table above. The CCC Office's acceptance of the deliverable is required before invoicing and payment of deliverables. The CCC Office may not be invoiced for any costs exceeding the maximum amount identified for each specific deliverable. Any invoiced amount in excess of the percentages listed above will not be paid by the CCC Office.

If the CCC Office rejects all or part of the Contractor's work or work product, the CCC Office shall withhold payment for the rejected work product and shall notify the Contractor in writing of the reason why the work product was rejected. The Contractor shall take appropriate measures to correct the work and demonstrate to the CCC Office that the Contractor has successfully completed the work before payment can be made.

Travel and lodging shall not be reimbursed under this Agreement.

- A. In no event shall the Contractor request or be entitled to reimbursement from the State for obligations entered into or for cost(s) incurred prior to the effective date or after this Agreement terminates.
- B. The Contractor shall submit invoices, in accordance with the payment schedule above. Invoices must include the following:
 - 1) State Agreement number;
 - 2) Invoice number;
 - 3) Invoice date;
 - 4) Invoice total;
 - 5) Contractor's remittal address;
 - 6) Billing and/or performance period covered by invoice;
- C. Invoices shall be submitted physically to the address listed below:

California Complete Count – Census 2020
Administration Office
Agreement #XXXXXXXX
400 R Street Suite 359
Sacramento, CA. 95811

2. BUDGET CONTINGENCY

- 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 the Contractor or to furnish any other consideration under this Agreement, and the 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 to the Contractor to reflect a reduction in the amount.

3. 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.

4. TIMELY SUBMISSION OF FINAL INVOICE

- A. A final undisputed invoice that is clearly marked “Final Invoice” shall be submitted for payment no more than thirty (30) calendar days following the expiration or termination date of this Agreement.
- B. If the State disputes the Final Invoice or any item in the Final Invoice, the State shall provide written notice to the Contractor describing the reason or reasons the State disputes the Final Invoice, and the Contractor shall be required to submit a corrected Final Invoice to the State no later than ten (10) calendar days after the date the Contractor received the State’s written notice.
- C. If the Contractor fails to submit a corrected Final Invoice within the time required, or if the Contractor’s corrected Final Invoice fails to correct the disputed item, the State shall have the right to elect to deny payment of the disputed item and pay only the undisputed amounts under the Final Invoice.
- D. The State may, at its discretion, choose not to honor any final invoice submitted after the deadline specified in Exhibit B, Budget Detail and Payment Provisions Section 5.A above if the Contractor fails to obtain prior written State approval of an alternate Final Invoice submission deadline.

EXHIBIT C

(The remainder of this page intentionally left blank)

EXHIBIT C

GENERAL TERMS AND CONDITIONS (GTC-04/2017)

The non-IT General Terms and Conditions are herein incorporated by reference and are available at the Internet site:

<http://www.dgs.ca.gov/LinkClick.aspx?fileticket=x6TrRwzYLxs%3d&tabid=6133&portalid=32&mid=10104>

EXHIBIT D

(The remainder of this page intentionally left blank)

EXHIBIT D - 1**SPECIAL TERMS AND CONDITIONS****1. PERFORMANCE COMMENCEMENT**

This Agreement is of no force and effect until signed by both Parties.

2. RIGHT TO TERMINATE

The State reserves the right to terminate this Agreement without cause upon thirty (30) days advance written notice to the Contractor. Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

However, the State may terminate the Agreement for cause. The term “for cause” shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the Agreement. In this instance, the termination of the Agreement shall be effective as of the date indicated on the State’s notification to the Contractor. In the event of such termination, the State may proceed with the work in any manner deemed proper by State and all costs to the State shall be deducted from any sum due to the Contractor under this agreement.

This parties may agree to suspend or cancel the agreement if the Contractor or State’s premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority.

3. AMENDMENTS

Upon mutual consent, CCC Office and the Contractor may execute amendments to this Agreement. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, and agreed upon by both parties and approved, as required. No verbal understanding or agreement not incorporated into the Agreement is binding on any of the parties.

4. POTENTIAL SUBCONTRACTORS

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

shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

5. CONTRACTOR STAFF EXPENSES

The Contractor represents that it has or shall secure at its own expense, all staff required to perform the services described in this Agreement. Such personnel shall not be employees of or have any contractual relationship with the California Complete Count – Census 2020 or the State of California.

6. COPYRIGHT

All rights in copyright works created by the Contractor in the performance of work under this contract are the property of the State.

7. INSURANCE REQUIREMENTS

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 ten (10) days prior to the expiration of this insurance. Any new insurance must still comply with the original terms of the contract.
- 2) Policy Cancellation or Termination & Notice of Non-Renewal – Contractor and/or Permittee is responsible to notify the State within five business days before the effective date of any cancellation, non-renewal, or material change that affects required insurance coverage. In the event Contractor and/or Permittee 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 and/or Permittee 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 and/or Permittee 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 and/or Permittee’s obligations under the contract.
- 8) Satisfying a SIR – All insurance policies required by this contract/permit must allow the State to pay and/or act as the Contractor’s agent in satisfying any self-insured retention (SIR). The choice to pay and/or act as the contractor’s agent in satisfying any SIR is at the State’s discretion.
- 9) Available Coverages/Limits – All coverage and limits available to the Contractor shall also be available and applicable to the State.
- 10) Subcontractors – In the case of Contractor and/or Permittee’s utilization of Subcontractors to complete the contracted scope of work, Contractor and/or Permittee shall include all subcontractors as insureds under Contractor and/or Permittee’s insurance or supply evidence of insurance to The State equal to policies, coverages and limits required of Contractor and/or Permittee.

B. Insurance Requirements: The Contractor shall furnish to the State evidence of the following required insurance:

- 1) Commercial General Liability – Contractor shall maintain general liability on an occurrence form with limits not less than one-million dollars (\$ 1,000,000.00) per occurrence and two-million dollars (\$ 2,000,000.00) aggregate for bodily injury and property damage liability. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured Contract. This insurance shall apply separately to each insured against which claim is made, or suit is brought subject to the Contractor's limit of liability. The policy must name The State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under the contract.

The policy must include the following additional ensured designation and endorsement:

“California Complete Count – Census 2020, State of California, its officers, agents, and employees are included as additional insureds, but only with respect to work performed under this contract.”

The endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

- 2) Automobile Liability – By signing this Agreement, the Contractor certifies that the Contractor and any employees, subcontractors or servants possess valid automobile coverage in accordance with California Vehicle Code Sections 16450 to 16457, inclusive. The State reserves the right to request proof at any time)
- 3) Workers Compensation and Employers Liability – Contractor shall maintain statutory worker’s compensation and employer’s liability coverage for all its

employees who shall be engaged in the performance of the Contract. Employer's liability limits of \$1,000,000 are required. When work is performed on State owned or controlled property the workers' compensation policy shall contain a waiver of subrogation in favor of the State (Census). A waiver of subrogation in favor of the State of California shall be provided.

- 4) Professional Liability Contractors shall maintain errors and omissions/professional liability insurance with limits no less than \$1,000,000 each occurrence and \$3,000,000 annual aggregate covering any damages caused by negligent error, act, or omission. The policy's retroactive date shall be shown on the certificate of insurance and shall be no later than the date of this contract or the date work under this contract begins. Contractor is responsible for maintaining continuous coverage for up to three (3) years after the notice of completion of the contract.

8. PERMITS AND LICENSES

The Contractor shall procure all permits and licenses, pay all charges and fees and give all notices necessary and incidental to the due and lawful prosecution of the work.

9. SETTLEMENT OF DISPUTES

In the event of a dispute, the Contractor shall file a written dispute notice with the State Contract Manager within ten (10) State business days after discovery of the problem. Pending resolution of any dispute, the Parties shall continue to perform under this Agreement, and Contractor shall diligently continue all work and comply with all of the State Contract Manager's orders and directions.

- A. The written dispute notice shall contain the following information:
 - 1) The decision under dispute;
 - 2) The reason(s) the Contractor believes the decision in dispute to have been in error (if applicable, reference pertinent Agreement provisions);
 - 3) Identification of all documents and substance of all oral communications that support the Contractor's position; and
 - 4) The dollar amount in dispute, if applicable.
- B. Upon receipt of the written dispute notice, the State Contract Manager will examine the matter and issue a written decision to the Contractor within ten (10) State business days. The decision shall contain the following information:
 - 1) A description of the dispute;
 - 2) A reference to pertinent Agreement provisions, if applicable;
 - 3) A statement of the factual areas of the agreement or disagreement; and
 - 4) A statement of the representative's decision with supporting rationale.
- C. The decision of the State Contract Manager shall be final unless, within thirty (30) calendar days from the date of the receipt of the State Project Director's decision, the Contractor files with the State a notice of appeal addressed to:

California Complete Count Census 2020
Attn: Director
400 “R” Street, Suite 350,
Sacramento, CA 95811

The decision of the Director or the Director’s designee shall be final.

10. ENTIRE AGREEMENT

This Agreement (including the Exhibits and documents incorporated into this Agreement by reference) is the complete and exclusive statement of the Agreement between the Parties relating to the subject matter of this Agreement and supersedes all prior contracts or prior representations, oral or written, between the Parties relating to the subject matter of this Agreement.

11. DATA SECURITY

Contractor will be required to sign a data security policy prior to uploading any data and/or documents into SwORD. Contractor shall provide the signed policy to the CCC Office within ten days (10) of receiving the document and request for signature.

12. PROTECTION OF STATE FINANCIAL, STATISTICAL, PERSONAL, TECHNICAL AND OTHER DATA

All financial, statistical, personal, technical, and other data and information relating to the State’s operation that are designated confidential by the State and made available to Contractor’s employee(s) in order to perform under this Agreement, or which become available to Contractor’s employee(s) or staff in performing under this Agreement, shall be protected by the Contractor and the Contractor’s employee(s) and/or staff members from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State’s procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor and the Contractor’s employee(s) and/or staff members. If the methods and procedures employed by the Contractor and the Contractor’s employee(s) and/or staff for the protection of the Contractor’s and Contractor’s employee(s)’ and/or staff members(s)’ data and information are deemed by the State to be adequate for the protection of the State’s confidential information, such methods and procedures may be used with the written consent of the State to carry out the intent of this paragraph. The Contractor and the Contractor’s employee(s) and/or staff members shall not be required under the provisions of this paragraph to keep confidential any data or information that is or becomes publicly available, is already rightfully in the Contractor or Contractor’s employee(s)’ possession, is independently developed by the Contractor or the Contractor’s employees and/or staff members outside the scope of this Agreement, or is rightfully obtained from third parties

13. DYMALLY – ALATORRE ACT

Contractor agrees to comply with the requirements of the Dymally-Alatorre Bilingual Services Act (Ca. Gov. Code Section 7290 et. seq).

14. BACKGROUND CHECKS

Contractor must have non-discriminatory criminal history background check policies and procedures in place, and adhere to them for hiring and retention of community outreach. (See Title 2, California Code of Regulations § 11017.1. Consideration of Criminal History in Employment Decisions).

15. INSOLVENCY

Contractor shall notify the State immediately in writing in the event that Contractor files any federal bankruptcy action or state receivership action, any federal bankruptcy or state receivership action is commenced against Contractor, Contractor is adjudged bankrupt, or a receiver is appointed and qualifies. In the event of any of the foregoing events, or if the State determines, based on reliable information, that there is a substantial probability that Contractor will be financially unable to continue performance under this Agreement, the State may terminate this Agreement and all further rights and obligations immediately.

16. BUDGET LIMITATION

Contractor shall not expend any State or local government funds for anything other than CCC approved outreach activities.

17. COMPLETION

In the event of termination for default, the State reserves the right to take over and complete the work by contract or other means. In such case, Contractor will be liable to the State for any additional cost incurred by the State to complete the work whether reimbursed or not.

18. EFFECT OF TERMINATION

All duties and obligations of the State and Contractor shall cease upon termination of this Agreement, except that:

a. Each party shall remain liable for any rights, obligations, or liabilities arising from activities carried on by it under this Agreement prior to the effective date of termination; and

b. Contractor shall cooperate fully to affect an orderly transfer of services.

EXHIBIT D – 2
SPECIAL TERMS AND CONDITIONS**STANDARD CONTRACT PROVISIONS REGARDING**
POLITICAL REFORM ACT COMPLIANCE**1. POLITICAL REFORM ACT REQUIREMENTS:**

- A. Form 700 Disclosure: The CCC Office considers that the Contractor, subcontractor(s), and/or their key staff may be a consultant, i.e., a public official, within the meaning of the Political Reform Act, specifically Government Code §82048 and Title 2, California Code of Regulations §18701. Accordingly, as specified by Census, such persons shall complete and submit to the Census Personnel Officer a Form 700, Statement of Economic Interests, within 30 days of the earlier of the date work commences or the effective date of this agreement, updated both annually and when changes in key staff or duties occur. The financial interests disclosed shall be for Disclosure Category 1 for the Census Conflict of Interest codes. Contractors may access the Form 700 on the Fair Political Practices Commission website at www.fppc.ca.gov. Any questions regarding completion of the Form 700 should be addressed to the FPPC at its website or at (866) 275-3772 (866/ASK-FPPC). A leaving office statement must also be filed upon completion of all contract assignments.
- B. Financial Conflict of Interest Prohibition: Contractor must review the Form 700s filed by its key staff and subcontractors and determine whether, in the light of the interests disclosed, performance under the contract could violate Government Code §87100. Contractor shall notify Census immediately of any potentially disqualifying conflict of interest. Government Code §87100 provides: “No public official at any level of state or local government shall make, participate in making or in any way attempt to use his official position to influence a governmental decision in which he knows or has reason to know he has a financial interest.”
- C. Consequences of Failure to Comply with Political Reform Act Requirements: Any one of the following shall constitute a breach of this Contract and shall be grounds for immediate termination of this Contract:
- 1) Failure to complete and submit all required Form 700s within the thirty (30) day period as required in paragraph A above, or respond to any request from the Census Personnel Officer for additional information regarding any such Form 700s;
 - 2) Failure to notify Census of a potentially disqualifying conflict of interest;
 - 3) The determination by Census or the Contractor that any individual, who is a contractor, subcontractor, and/or a key member of their staff, has a financial

interest that could result in a violation of Government Code §87100 provided, however, that Census may opt to waive such breach if Contractor replaces any such individual within two working days after a determination of such financial interest.

EXHIBIT D – 3

SPECIAL TERMS AND CONDITIONS

PROTECTION OF CONFIDENTIAL AND SENSITIVE INFORMATION

1. For purposes of this Exhibit, “Contractor” means any contractor or researcher, including a Non-State Entity contractor or researcher, receiving funds from, doing business with, conducting research for, or performing services for the Complete Count Census 2020 Program. (Census 2020) pursuant to a contract, research agreement, or other contractual vehicle (collectively “Contract”). The term “Contractor” also includes Contractor’s officers and employees and Affiliates. For purposes of this Exhibit, the term “Affiliate” means a person or entity forming a partnership, joint venture, subcontract, sales contract, or other legal relationship with Contractor to carry out the terms of the Contract.
2. This Exhibit shall apply to all Contractors the terms of whose Contracts with Census require or permit access to Confidential or Sensitive Information in conducting business with Census or performing duties under a Contract with Census.
3. Contractor shall impose all the requirements of this Exhibit on all of its officers, employees and Affiliates with access to Confidential and/or Sensitive Information.
4. For purposes of this Exhibit, “Non-State Entity” shall mean a business, organization or individual that is not a State entity, but requires access to State information assets in conducting business with the State. This definition includes, but is not limited to, researchers, vendors, consultants, and their subcontractors, officers, employees, and entities associated with federal and local governments and other states.
5. For purposes of this Exhibit, “Confidential Information” means information, the disclosure of which is restricted or prohibited by any provision of State or federal law or which is treated as privileged or confidential under such laws. Such Confidential Information includes, but is not limited to, information that is exempt from disclosure under the California Public Records Act (Government Code sections 6250-6255), public social services client information described in California Welfare and Institutions code section 10850, and “personal information” about individuals as defined in California Civil Code Section 1798.3 of the Information Practices Act (IPA) if the disclosure of the “personal information” is not otherwise allowed by the IPA. Such Confidential Information may also include financial, statistical, personal, technical, and other data and information relating to operation of the Department.

6. For purposes of this Exhibit, “Sensitive Information” means information that requires special precautions to protect it from unauthorized modification or deletion. Sensitive information may be either public records or Confidential Information. Examples include statistical reports, financial reports, and logon procedures.
7. Contractor shall take all necessary measures to protect Confidential or Sensitive Information to which it or its Affiliates gain access from unauthorized access (accidental or intentional), modification, destruction, or disclosure. These measures may include but are not limited to: password protection of electronic data, encrypted transmission of electronic data, and secure mailing and locked storage of paper and taped copies. Such measures may also include establishment of secure workstations and maintenance of a secure workstation access log. Contractors shall also apply appropriate security patches and upgrades and keep virus software up-to-date on all systems on which Confidential or Sensitive Information may be used.
8. Contractors shall ensure that all media, including electronic media, containing Confidential or Sensitive Information, to which they are given access are protected at the level of the most confidential or sensitive piece of data on the media.
9. Contractor and Affiliate personnel allowed access to Confidential and Sensitive Information shall be limited to those persons with a demonstrable business need for such access. Contractor shall maintain a current listing of all Contractor and Affiliate personnel with access to Confidential and Sensitive Information.
10. Contractor shall notify Census promptly if a security breach involving Confidential or Sensitive Information occurs or if Contractor becomes legally compelled to disclose any Confidential Information.
11. Contractor shall comply with all State policies and laws regarding use of information resources and data, including, but not limited to, California Government Code section 11019.9 and Civil Code sections 1798 et seq. regarding the collection, maintenance and disclosure of personal and confidential information about individuals.
12. If Contractor obtains access to Confidential Information containing personal identifiers, such as name, social security number, address, date of birth, race/ethnicity and gender of individuals, Contractor shall substitute non-personal identifiers as soon as possible.
13. All data, reports, information, inventions, improvements and discoveries used, compiled, developed, processed, stored or created by Contractor or Contractor’s Affiliates using Confidential and/or Sensitive Information shall be treated as Confidential and/or Sensitive Information by the Contractor and Contractor’s Affiliates. No such data, reports, information, inventions, improvements or

discoveries shall be released, published or made available to any person (except to Census) without prior written approval from Census.

14. At or before the termination date of the Contract, Contractor shall either:
 - A. destroy all Confidential and Sensitive Information in accordance with approved methods of confidential destruction; or
 - B. return all Confidential and Sensitive Information to Census; or
 - C. if required by law to retain such information beyond the termination date of the contract, provide for Census' review and approval a written description of
 - (1) applicable statutory or other retention requirements;
 - (2) provision for confidential retention in accordance such requirements and the terms of this Exhibit and
 - (3) provision for eventual destruction in accordance with all applicable provisions of State and federal law using approved methods of confidential destruction.
15. Contractor agrees that the data owner shall have the right to participate in the investigation of a security incident involving its data or conduct its own independent investigation, and that data custodian shall cooperate fully in such investigations.
16. Contractor's data custodian shall be responsible for all costs incurred by the data owner due to security incident resulting from the data custodian's failure to perform or negligent acts of its personnel, and resulting in an unauthorized disclosure, release, access, review, or destruction; or loss, theft or misuse of an information asset. If the contractor experiences a loss or breach of data, the contractor shall immediately report the loss or breach to the data owner. If the data owner determines that notice to the individuals whose data has been lost or breached is appropriate, the contractor will bear any and all costs associated with the notice or any mitigation selected by the data owner. These costs include, but are not limited to, staff time, material costs, postage, media announcements, and other identifiable costs associated with the breach or loss of data.
17. Contractor shall cooperate with Census' Information Security Officer or his designee in carrying out the responsibilities set forth in this Exhibit.
18. Failure to adhere to these requirements may be grounds for termination of the Contract and for imposition of civil and criminal penalties.

EXHIBIT D – 4
SPECIAL TERMS AND CONDITIONS

NON-DISCLOSURE CERTIFICATE

I hereby certify my understanding that access to Confidential and Sensitive Information is provided to me pursuant to the terms and restrictions of the Protection of Confidential and Sensitive Information, Exhibit D. I hereby agree to be bound by those terms and restrictions. I understand that all Confidential and Sensitive Information, as defined in the Protection of Confidential and Sensitive Information, and any notes or other memoranda, or any other form of information, electronic or otherwise that copies or discloses Confidential Information, shall not be disclosed to anyone other than in accordance with Exhibit D. I acknowledge that a violation of this certificate may result in termination of the Contract and/or imposition of civil or criminal penalties.

Signed: _____

Typed Name and Title: _____

Representing (give name of Contractor/Affiliate):

Date: _____

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