



# SHIRLEY N. WEBER, Ph.D.

## CALIFORNIA SECRETARY OF STATE

Contract Services | Management Services Division | 1500 11<sup>th</sup> Street, Suite 460  
Sacramento, CA 95814 | Tel 916.653.5974 | [www.sos.ca.gov](http://www.sos.ca.gov)

### **Invitation For Bid (IFB) Notice to Prospective Bidders**

#### **IFB #25-013 Polling Place Accessibility Training Services**

September 12, 2025

Prospective Bidders are invited to review and respond to this Invitation for Bid (IFB), entitled #25-013 – Polling Place Accessibility Training Services. In submitting your bid, you must comply with these instructions.

**This solicitation requires all bidders meet the minimum Disabled Veterans Business Enterprise (DVBE) 3% participation goal for this solicitation. However, this solicitation excludes the DVBE incentive and adjustments will not be applied to bids with more than 3% DVBE participation.**

All agreements entered into with the State of California will include by reference General Terms and Conditions (GTC 02/2025) and Contractor Certification Clauses (CCC 04/2017) that may be viewed and downloaded at the following Internet site:

<https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language?search=GTC%2004/2017>.

In the opinion of the Secretary of State (SOS), this IFB is complete and without need of explanation. However, inquiries regarding this IFB should be referred to:

Dao Her, Contract Analyst  
Contract Services Unit  
Secretary of State  
[contractservices@sos.ca.gov](mailto:contractservices@sos.ca.gov)

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

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\*\* These documents are not required to be returned with the bid package and are required upon award of the contract. See Attachment 1 – Required Attachment Check List.

### **A) Purpose and Description of Services**

The California Secretary of State's (SOS) is soliciting for a Contractor to provide polling place accessibility trainings, with a minimum of two (2) staff with knowledge and experience providing hands-on training in small group settings and demonstrated accessibility expertise with knowledge and understanding of the Americans with Disabilities Act (ADA), California building codes related to accessibility, and polling location set up.

Please see Exhibit A – Scope of Work (SOW), all other Exhibits, and required Attachments for complete details and information.

### **B) Agreement Term**

The anticipated term of the resulting Agreement is expected to be October 2025 through June 30, 2026.

The period of performance for this Agreement will be as identified on the Standard Agreement (STD 213) Section 2, "Start Date" and "Through End Date".

### **C) Mandatory Qualifications, Skills, Experience, and References**

1. The Bidder must provide qualified staff who collectively meet the following mandatory qualifications, skills, and experience listed below. By submitting a bid, the Bidder certifies that their staff meet all mandatory qualifications, skills, and experience.
  - A. Five (5) years of experience providing hands-on training.
  - B. Five (5) years of experience of training in small group settings.
  - C. Two (2) years of accessibility expertise-knowledge and understanding of the Americans with Disabilities Act (ADA) and California building codes, regarding accessibility.
2. The Bidder must complete Attachment 4 – Bidder References, providing a list of two (2) customers (see note below) for whom similar services have been performed within the last five (5) years, similar in scope and complexity to the services to be performed in this contract. Reference information shall include company/organization name, contact representative name, email, and telephone number, and a description of the services performed. The description of the services performed must be detailed and comprehensive enough to permit the State to assess the similarity of the services to the mandatory qualifications stated above and outlined in the SOW. SOS reserves the right to contact

references prior to contract award. The Reference Contacts must be available to validate the experience specified. Receipt of negative responses may cause the response to be deemed non-responsive.

**NOTE:** If the Bidder has performed these services for the SOS within the last five (5) years, the SOS must be listed as one (1) of the references provided in Attachment 4.

## **D) Time Schedule Information and Bid Package Requirements**

### **1) Key Action Dates**

<b>Event</b>	<b>Date/Time</b>
IFB available to prospective bidders	September 12, 2025
Final Date for Bid Submission	September 26, 2025, 4:00 p.m.
Bid Opening	October 1, 2025, 10:00 a.m. 1500 11th St, Sacramento CA, 95814 (SOS Rotunda)
Anticipated Notice of Intent to Award	October 8, 2025
Anticipated Notice of Award	October 15, 2025

### **2) Submission of Bid**

a) Each bidder may submit only one (1) bid. All bids must be submitted under **sealed** cover and sent/delivered to Secretary of State by the Final Date for Bid Submission shown above in the IFB, Section D.1 – Key Action Dates. The sealed cover must be plainly marked with the IFB number and title, must show the bidder's name and address, and must be marked with "**Do Not Open**", as shown in the following example:

**IFB #25-013**  
**Polling Place Accessibility Training Services**  
**Do Not Open**

**Note:** Bids not submitted under sealed cover may be rejected.

b) All bids must include the documents identified in Attachment 1 - Required Attachment Checklist. Bids not including the proper "required attachments"

shall be deemed non-responsive. A non-responsive bid is one that does not meet the basic bid requirements.

- c) All documents requiring a signature must bear the original signature of a person authorized to bind the bidding firm. **Note:** For the attachments required to be submitted with the Bidder's response that require signature(s), the use of Electronic Signatures (eSignature) is permitted. eSignatures will be accepted and are legally binding and equivalent to handwritten signatures. The SOS may request documentation to show that the person signing is legally authorized to sign on behalf of the bidding firm.
- d) Mail or deliver bids to the following address:

Secretary of State  
Attn: Contract Services  
1500 11<sup>th</sup> Street, 4<sup>th</sup> Floor, Room 460  
Sacramento, CA 95814

**Note:** Instructions for dropping off courier mail and hand-delivered bid packages will be provided upon arrival at the SOS address location (at the 1<sup>st</sup> Floor Security Desk).

- e) Bids must be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and will cause a bid to be rejected.
- f) A bid may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The State may reject any or all bids and may waive an immaterial deviation in a bid. The State's waiver of an immaterial deviation shall in no way modify the IFB document or excuse the bidder from full compliance with all requirements if awarded the agreement.
- g) Costs incurred for developing bids and in anticipation of award of the agreement are entirely the responsibility of the bidder and shall not be charged to the State of California.
- h) Loss Leader:

It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code(PCC 10344(e)).

- i) An individual who is authorized to bind the bidder contractually shall sign Attachment 2 - Bid/Bidder Certification Sheet. The signature should indicate the title or position that the individual holds in the firm. An unsigned bid may be rejected.
- j) A bidder may modify a bid after its submission by withdrawing its original bid and resubmitting a new bid prior to the bid submission deadline. Bidder modifications offered in any other manner, oral or written, will not be considered.
- k) A bidder may withdraw its bid by submitting a written withdrawal request to the State, signed by the bidder or an authorized agent. A bidder may thereafter submit a new bid prior to the bid submission deadline. Bids may not be withdrawn without cause subsequent to bid submission deadline.
- l) The awarding agency may modify the IFB prior to the date fixed for submission of bids by the issuance of an addendum to all parties who received a bid package.
- m) The awarding agency reserves the right to reject all bids and/or to cancel this IFB if it is in the best interest of the State to do so. The agency is not required to award an agreement.
- n) Before submitting a response to this solicitation, bidders should review, correct all errors, and confirm compliance with the IFB requirements.
- o) Where applicable, bidder should carefully examine work sites and specifications. Bidder shall investigate conditions, character, and quality of surface or subsurface materials or obstacles that might be encountered. No additions or increases to the agreement amount will be made due to a lack of careful examination of work sites and specifications.
- p) The State does not accept alternate contract language from a prospective contractor. A bid with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions (GTC) are not negotiable.
- q) No oral understanding or agreement shall be binding on either party.
- r) Qualifications to Do Business in California

All corporations, limited liability companies (LLC) and limited partnerships (LP) are required to be registered with the California Secretary of State (SOS) in order to do business\* in the state of California. Before contract award can be

made, the Contractor must be currently registered and in "Active" status with the California SOS, as required by law, to do business in California; this applies to domestic entities (organized or commercially domiciled in the state of California) and foreign entities (organized or commercially domiciled outside of California).

During the response evaluation process, the State will verify if the Bidder is currently registered and in good standing (i.e., "Active" status) with the California SOS, as applicable, in order to ensure that all obligations due to the State are fulfilled. Therefore, a certificate of status is not required to be submitted with the bidder's response.

\* "Doing business" is defined in the California Revenue and Taxation Code § 23101 as "*actively engaging in any transaction for the purpose of financial or pecuniary gain or profit*". Although there are some statutory exceptions to taxation, rarely will a contractor performing within the state not be subject to the applicable franchise tax.

s) Executive Order N-6-22 – Russia Sanctions

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

**By signing Attachment 2 - Bid/Bidder Certification Sheet the Bidder certifies that they agree to the above.**

t) Generative Artificial Intelligence (GenAI)

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

Bidder/Offeror must notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that

materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term "materially impacts" shall have the meaning set forth in State Administrative Manual (SAM) [4986.2](#).

Failure to report GenAI to the State may result in disqualification. The State reserves its right to seek any and all relief it may be entitled to as a result of such non-disclosure.

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

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

### **3) Bid Opening, Evaluation, and Selection**

- a) All bid packages properly received according to the IFB instructions on or before the bid due date will be publicly opened and read.
- b) Bidders that would like to attend the in-person
- c) Bid Opening may do so per the date, time and location identified in Section D.1, Key Action Dates, Bid Opening.
- d) At the time of bid opening, each bid may be checked for the presence or absence of required information in conformance with the submission requirements of this IFB.
- e) At the State's option prior to award, bidders may be required to submit additional written clarifying information. Failure to submit the requested written information as specified may be grounds for bid rejection.
- f) The State will evaluate each bid to determine its responsiveness to the published requirements. This is a pass/fail evaluation.
- g) Bids that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the bidder, may be rejected.

#### **4) Award and Protest**

- a) The award, if made, will be to the responsive and responsible Bidder that offers the lowest cost.
- b) Whenever an agreement is awarded under a procedure which provides for competitive bidding, but the agreement is not to be awarded to the low bidder, the low bidder shall be notified five (5) working days prior to the award of the agreement.
- c) Upon written request by any bidder, notice of the proposed award shall be posted in a public place in the office of the awarding agency at least five (5) working days prior to awarding the agreement.
- d) Any Bidder who submits a bid may file a protest if the Bidder believes it's bid package is responsive to all IFB requirements and its bid is the lowest dollar bid. Protests are limited to the grounds described in Public Contract Code (PCC) Section 10345.
- e) If any bidder, prior to the award of agreement, files a written protest with the Department of General Services, Office of Legal Services, and the Secretary of State on the grounds that the (protesting) bidder is the lowest responsive responsible bidder, the agreement shall not be awarded until either the protest has been withdrawn or the Department of General Services has decided the matter.
- f) Within five (5) days after filing the initial protest, the protesting bidder shall file with both the Department of General Services and the awarding agency a detailed written statement specifying the grounds for the protest if the original protest did not contain the complete grounds for the protest.
- g) The written protest must be submitted to both of the following:
  - a. Department of General Services, Office of Legal Services  
Attn: Bid Protest Coordinator  
707 Third Street, 7th Floor, Suite 7-330  
West Sacramento, CA 95605  
Email: [OLSProtests@dgs.ca.gov](mailto:OLSProtests@dgs.ca.gov)
  - b. Secretary of State  
Attn: Contract Services  
1500 11th Street, 4th Floor, Room 460  
Sacramento, CA 95814  
Email: [ContractServices@sos.ca.gov](mailto:ContractServices@sos.ca.gov)

The statement must contain the law, rule, regulation, practice, IFB number, name of the State agency involved, the agency contract person and detail reason(s) the protestant believes the awarding agency has improperly applied in awarding the Agreement.

- h) Protests may be submitted by regular mail, email, courier, or personal delivery. Protestants should include their email address if they have one and advise if they will accept service of documents pertaining to the protest via email.
- i) Upon resolution of the protest and award of the agreement, Contractor must complete and submit to the awarding agency the Payee Data Record (STD 204), to determine if the Contractor is subject to state income tax withholding pursuant to California Revenue and Taxation Code Sections 18662 and 26131. This form can be found on the Internet at <https://www.dgs.ca.gov/PD/Forms>, under the heading Office of State Publishing (OSP) Standard (STD) forms. No payment shall be made unless a completed STD 204 has been returned to the awarding agency.
- j) Upon resolution of the protest and award of the agreement, Contractor must sign and submit to the awarding agency, page one (1) of the Contractor Certification Clauses (CCC 04/2017), which can be found on the Internet at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>.

## **5) Disposition of Bids**

- a) By submitting a bid, Bidder agrees to the terms and conditions stated in this IFB, Exhibit A - SOW and the resulting Contract. Responses received after the Response Due Date may not be assessed. Bids received in response to the SOW will be valid for one hundred eighty (180) days after the Response Due Date. Bidder agrees to have an available Resource(s) with the appropriate skills to complete the resulting Contract for all goods and services and provide all deliverables as described in the solicitation and SOW.
- b) Submitting responses that include assumptions, added conditional statements or statements regarding changes to the SOW in this IFB may result in the offer being found non-responsive.
- c) Submitting documents in the bid that are marked as "Confidential", "Proprietary" or similarly labeled and/or appear to contain sensitive information, that at the State's discretion, may be considered an information security issue; therefore, may be grounds for the bid being deemed non-responsive and the bid rejected. Bids rejected for this purpose will have all

pages which contain such labels or information destroyed prior to Award of the contract pursuant to this IFB.

- d) Upon review of the bids received and subsequent Contract Award, all documents submitted in response to this IFB shall become the property of the State of California and shall be regarded as public records under the California Public Records Act (Government Code Section 7920.000 et seq.), thereby subject to review by the public.
- e) The State, at its discretion, reserves the right not to make an award or reject all offers, in the best interest of the State.

## **6) Agreement Execution and Performance**

- a) Performance shall start not later than thirty (30) days, or on the express date set by the awarding agency and the Contractor, after all approvals have been obtained and the agreement is fully executed. Should the Contractor fail to commence work at the agreed upon time, the awarding agency, upon five (5) days written notice to the Contractor, reserves the right to terminate the agreement. In addition, the Contractor shall be liable to the State for the difference between the Contractor's bid price and the actual cost of performing work by the second lowest bidder or by another contractor.
- b) All performance under the agreement shall be completed on or before the termination date of the agreement.

## **7) Insurance Requirements**

Please refer to Exhibit E – Additional Provisions, Section 11. Insurance Requirements.

## **E) Preference Programs**

### 1) Small Business Preference:

<https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Notice-of-Rulemaking-Regulations-for-SB-DVBE>

### 2) For bids in the amount of \$100,000 and over, the following preference programs apply if your firm is qualified: Target Area Contract Preference Act (TACPA).

Bidders wishing to take advantage of this preference will need to review the following website and submit the appropriate response with the bid:

<https://www.dgs.ca.gov/SearchResult?search=TACPA&divisionid=1>

**F) Required Attachments**

Refer to the following pages for additional Required Attachments that are a part of this IFB and agreement.

**Attachment 1**

**Required Attachment Check List**

A complete bid or bid package will consist of the items identified below. Complete this checklist to confirm the items in your bid. Place a check mark or "X" next to each item that you are submitting to the State. For your bid to be responsive, all required attachments must be returned.

<b><u>Attachment</u></b>	<b><u>Attachment's Name/Description</u></b>
<input type="checkbox"/> Attachment 1	Required Attachment Check List
<input type="checkbox"/> Attachment 2	Bid/Bidder Certification Sheet
<input type="checkbox"/> Attachment 3	Cost Sheet
<input type="checkbox"/> Attachment 4	Bidder References
<input type="checkbox"/> Attachment 5	California Disabled Veteran Business Enterprise (DVBE) Program Requirement - Forms and Instructions  1. DGS PD 843 – DVBE Declaration 2. GSPD-05-105 – Bidder Declaration
<input type="checkbox"/> Attachment 6	California Civil Rights Laws Certification (DGS OLS 04)
<input type="checkbox"/> Attachment 7	Darfur Contracting Act (if applicable)
<input type="checkbox"/> Attachment 8	DGS Approved Small Business Certification (if applicable)
<input type="checkbox"/> Attachment 9	Payee Data Record (STD 204)**
<input type="checkbox"/> Attachment 10	Contractor Certification Clauses (CCC 04/2017)**

\*\* These documents are not required to be returned with the bid package, but are required upon award of the contract:

- The Payee Data Record (STD 204) can be found at:  
<https://www.dgs.ca.gov/PD/Forms>.
- The Contractor Certification Clauses (CCC 04/2017) can be found at:  
<https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>

**Attachment 2**

**Bid/Bidder Certification Sheet**

This Bid/Bidder Certification Sheet must be signed and returned along with all the "required attachments" as an entire package with original signatures. The bid must be transmitted in a sealed envelope in accordance with IFB instructions.

**Do not return the "Sample Standard Agreement" at the end of this IFB.**

- A. Our all-inclusive bid is submitted as detailed in Attachment 3, Cost Sheet.
- B. All required attachments are included with this certification sheet.
- C. The signature affixed hereon and dated certifies compliance with all the requirements of this bid document. The signature below authorizes the verification of this certification.

**An unsigned Bid/Bidder Certification Sheet may be cause for rejection.**

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

### Completion Instructions for Bid/Bidder Certification Sheet

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

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

**Attachment 3**  
**Cost Sheet**

For each deliverable identified in Table 1, identify the cost methodology, which must identify the consultant's name, hourly rates, estimated hours, and the extended prices.

**Table 1:**

A	B	C	D	E	F	G
Deliverables	Consultant Name	Hourly Rate	Estimated Hours	Extended Price (Column C x D = E)	Frequency (Deliverable Based Only)	Extended Price (Column E x F = G)
1. Updated Polling Place Accessibility Guidelines - Draft and Final		\$			1	
2. Updated Polling Place Accessibility Checklist - Draft and Final		\$			1	

For Table 2, Time and Material, identify the consultant's name, hourly rate, and extended price for Training Materials and In-Person Training Sessions.

**Table 2:**

A	B		F	
Time and Material	Consultant Name	Hourly Rate	Estimated* Hours	Extended Price
Training Materials		\$	160	\$
In-Person Training Sessions		\$	160	\$
• Northern California • Central California • Bay Area • Southern California				
Technical Assistance		\$	80	\$

**\*Total Costs** (sum of Table 1, Column G + sum of Table 2, Column F) \$: \_\_\_\_\_

\*The number indicated above will be used solely for evaluating the cost as a fair and equitable formula to determine the lowest cost offered and is not binding on the SOS. However, the actual costs per deliverable and hourly rates shall be binding for the term of the Agreement.

Additional Contract Costs - Scope of Work – Section 5- Travel for any additional costs will be added to the contract value upon award and contract execution.

**Please Note: Should the SOS amend the awarded agreement from this IFB beyond June 30, 2026, it will be at or below the rates identified above.**

**Attachment 4**

**Bidder References**

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

Bidder must complete Attachment 4 – Bidder References, providing a list of two (2) customers (see note below) for whom similar services have been performed within the last five (5) years, similar in scope and complexity to the services to be performed in this contract. Reference information shall include company/organization name, contact representative name, email, and telephone number, and a description of the services performed. The description of the services performed must be detailed and comprehensive enough to permit the State to assess the similarity of the services to the mandatory qualifications stated above and outlined in the SOW. SOS reserves the right to contact references prior to contract award. The Reference Contacts must be available to validate the experience specified. Receipt of negative responses may cause the response to be deemed non-responsive.

**Note:** If the Bidder has performed these services for the SOS within the last five (5) years, the SOS must be listed as one (1) of the references provided in Attachment 4.

<b>REFERENCE 1</b>			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number:	
		Email:	
Start and End Dates of Service	Value or Cost of Service \$		
Brief Description of Service Provided:			

**REFERENCE 2**

Name of Firm

Street Address	City	State	Zip Code
----------------	------	-------	----------

Contact Person	Telephone Number:
----------------	-------------------

Email:
--------

Start and End Dates of Service	Value or Cost of Service \$
--------------------------------	--------------------------------

Brief Description of Service Provided

**Attachment 5**

**California Disabled Veteran Business Enterprise (DVBE) Program Requirement**

The State has established goals for Disabled Veteran Business Enterprises (DVBE) participating in State contracts. **The minimum DVBE participation percentage (goal) is 3% for this solicitation.** Please review the DVBE program requirements and information at:

<https://www.dgs.ca.gov/SearchResult?search=DVBEProgramRequirements&topicCategoryFilters=&divisionid=&audienceCategoryFilters=&contenttype=PDF&sort=relevance&eventCategoryFilters=&resourceCategoryFilters=&serviceCategoryFilters=&activeFilters=Types%7C&page=1>

The bidder must complete and return all the appropriate pages in order for the bid to be considered responsive. **The following two (2) forms are required** to be submitted as part of the response to this IFB. The forms can be found on the listed Internet website:

1. **DGS PD 843 – DVBE Declaration:**  
<https://www.dgs.ca.gov/PD/Forms>
2. **DGS PD-05-105 – Bidder Declaration:**  
<https://www.dgs.ca.gov/PD/Forms>

The Secretary of State's Office has waived the application of the DVBE Incentive for this solicitation. Therefore, no additional incentive points will be applied during the evaluation process of this IFB; however, bidders must still meet the minimum DVBE participation percentage (goal) of 3% for this solicitation and are required to complete and submit the following as part of their response to this IFB: DGS PD 843 (DVBE Declarations) and GSPD-05-105 (Bidder Declaration) for the named DVBE(s).

At the State's option prior to award, bidders may be required to submit additional written clarifying information. Failure to submit the requested written information as specified may be grounds for bid rejection.

**All bidders must meet the 3% goal for this solicitation; failure to submit all required forms and fully document and meet the DVBE program requirement shall be considered non-responsive.**

**Attachment 6**

**California Civil Rights Laws Certification**

STATE OF CALIFORNIA  
**CALIFORNIA CIVIL RIGHTS LAWS ATTACHMENT**  
DGS OLS 04 (Rev. 01/17)

DEPARTMENT OF GENERAL SERVICES  
OFFICE OF LEGAL SERVICES

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

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

**CERTIFICATION**

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

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

**Attachment 7**

**Darfur Contracting Act Certification**

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

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

**OPTION #1 - CERTIFICATION**

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

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

Company/Vendor Name (Printed)	Federal ID Number
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	Executed in the County and State of

**OPTION #2 – WRITTEN PERMISSION FROM DGS**

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

We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services to submit a bid or proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.

Company/Vendor Name (Printed)	Federal ID Number
Initials of Submitter	
Printed Name and Title of Person Initialing	

**Attachment 8**

**DGS Approved Small Business Certification**

*If applicable, attach a copy of valid (expiration date has not elapsed) DGS approved Small Business Certification.*

## **G) Sample Standard Agreement (STD 213) Information**

The Agreement resulting from this procurement will be prepared using the State's Standard Agreement (STD 213 (Rev. 04/2020)) form, including all required exhibits; Exhibits will include a copy of the awarded Contractor's response to this IFB, other provisions as applicable and references to the General Terms and Conditions (GTC 02/2025) and this IFB document, as if attached. (See Exhibits A-F)

- a. Standard Agreement (STD 213) - <https://www.dgs.ca.gov/PD/Forms>
- b. General Terms and Conditions for non-IT service (GTC 02/2025)  
<https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>

**Exhibit A**  
**Scope of Work**

**1. Purpose**

The Secretary of State's Office requires a Contractor to provide polling place accessibility trainings, with a minimum of two (2) staff with knowledge and experience providing hands-on training in small group settings and demonstrated accessibility expertise with knowledge and understanding of the Americans with Disabilities Act (ADA), California building codes related to accessibility, and polling location set up.

**2. Background**

The Secretary of State's office conducts polling place accessibility training for California counties prior to statewide election cycles. The polling place accessibility guidelines, checklists, and training were developed in partnership with the Department of Rehabilitation and input from the Secretary of State's Voting Accessibility Advisory Committee (VAAC). During each cycle, updates based upon revisions are made as needed. Approximately 200+ election officials are trained each time the training is conducted. It is hands-on training, in small groups settings.

**3. Contractor Responsibilities**

The Contractor agrees to provide the following services and deliverables to the SOS:

**A. Guidelines**

The Contractor will review and modify, if needed, the Polling Place Accessibility Guidelines (last updated in 2022) with legal references to reflect changes in state and federal laws pertaining to the physical and programmatic requirements for accessible voting facilities in California, including but not limited to the Voting Accessibility for the Elderly and Handicapped Act of 1984, the Americans with Disabilities Act of 1990 and the Department of Justice's ADA standards for accessible design of 2010, the Help America Vote Act of 2002, California Code of Regulations Title 24, Chapter 11B for accessible public buildings and related facilities, and any relevant court decisions.

Deliverable 1: The Contractor will provide the Secretary of State with updated Polling Place Accessibility Guidelines (Current Guidelines

<https://www.sos.ca.gov/elections/publications-and-resources/polling-place-accessibility-guidelines> ) for review and approval no later than three (3) weeks after the date of contract start date. The draft Guidelines will be provided in a Microsoft Word Document, and the final approved Guidelines in a Portable Document Format (PDF), via encrypted email to the identified Secretary of State representative. Alternative digital document formats will be provided upon written request to the Contractor. The final document will be due no later than ten (10) days before the start of training.

**B. Checklist**

The Contractor will review and modify, if needed, the Polling Place Accessibility Checklist (last updated 2022) consistent with state and federal accessibility and building code requirements for use with the Polling Place Accessibility Guidelines.

Deliverable 2: The Contractor will provide an updated Polling Place Accessibility Checklist (Current Checklists - <https://www.sos.ca.gov/elections/publications-and-resources/polling-place-accessibility-guidelines> ) and instructions to be used by county elections officials, staff, employees, contractors and others responsible for surveying polling places or proposed polling places. The updated Polling Place Accessibility Checklist is to be used for evaluating the accessibility of polling places in conjunction with the updated Polling Place Accessibility Guidelines and shall be submitted to the SOS for review and approval no later than three (3) weeks after the submission to the SOS of the final draft of the Polling Place Accessibility Guidelines. The drafted Checklist will be provided in a Microsoft Word Document. The final approved Checklist in a Portable Document Format (PDF), via encrypted email to the identified Secretary of State representative. Alternative digital document formats will be provided upon written request to the Contractor.

**C. Training Materials (Time and Materials)**

The Contractor will provide in-person training sessions throughout the state covering the Polling Place Accessibility Guidelines and the Polling Place Accessibility Checklist. This interactive hands-on training program will be designed to provide instruction to county elections officials, and their employees and designees, in understanding the requirements of polling place accessibility and how to use survey instruments, proper use of survey tools (i.e., a digital level at least 24 inches long; a standard push/pull door pressure gauge; a rigid metal tape measure at least 20-

feet long; a clipboard; and a pen/pencil), and practices to evaluate polling place accessibility.

A mock accessibility survey will be part of the training class. Each County will be asked to bring its own survey tools for use in conducting the mock accessibility survey. However, the Contractor shall also have survey tools available for use by attendees if needed.

Training materials must be approved by the SOS prior to use in any training.

The Contractor will provide to the SOS for review and approval a final draft of the statewide training program, including training related materials to be used for training county elections officials, employees and designees and will include printing, binding and delivery of all training materials at the Contractor's cost. The training materials will be used to teach state and local elections officials, staff, employees and others responsible for surveying sites to use the Polling Place Accessibility Guidelines and the Polling Place Accessibility Checklist for the evaluation of accessibility of polling places no later than seven (7) business days after the approval of the Polling Place Accessibility Checklist and Polling Place Accessibility Guidelines.

The draft of the statewide training program, including training related materials will be provided in a Microsoft Word Document. The final approved training documents will be provided in a PDF format via encrypted email to the identified Secretary of State representative. Alternative digital document formats will be provided upon written request to the Contractor.

#### **D. In-Person Training**

The Contractor will provide in-person training sessions throughout the state covering the Polling Place Accessibility Guidelines and the Polling Place Accessibility Checklist using approved training materials, survey tools and a mock accessibility survey.

The Contractor will teach classes in a minimum of four (4) representational regional areas in the state at the location, date, and time set by the SOS. The representational regional areas will include Northern California, Bay Area, Central California, and Southern California. Each session will be a minimum of eight (8) hours, with some locations requiring more than one session. The SOS may change the location of the regional areas, date, or time of the classes upon giving

the Contractor a two-week written notice of the need to change, unless the change is due to natural disaster or civil unrest in which the SOS will notify the Contractor as soon as they are notified of such natural disaster or civil unrest. Designated SOS employees may attend any of the training classes offered to observe the instruction provided. The ratio of instructors/trainers per attendee shall be 1:8 unless (not including SOS employees) otherwise agreed to by the Secretary of State and the Contractor.

If reasonable accommodations, American Sign Language (ASL) interpreting or captioning, etc. are requested at the training location, the SOS will notify the Contractor in advance.

#### **E. Technical Assistance**

For the term of this contract, the Contractor will provide technical expertise and support for Secretary of State staff as needed to:

1. Make available technical and general information on polling place accessibility issues to interested parties including county elections officials, staff and members of the public.
2. Make recommendations and presentations at meetings about accessibility guidelines, the checklist, and statewide training as described above.

#### **4. Projected Timelines**

The following schedule of timelines for these Services are subject to change with the mutual written agreement and consent of the Secretary of State and the Contractor, and shall be adhered to:

- A.** Updated Polling Place Accessibility Guidelines for review and approval no later than three (3) weeks after the date of contract start date.
- B.** Updated Polling Place Accessibility Checklist shall be submitted to the SOS for review and approval no later than three (3) weeks after the submission to the SOS of the final draft of the Polling Place Accessibility Guidelines.
- C.** All training material shall be submitted to the SOS for review and approval no later than seven (7) business days after the approval of the final Polling Place Accessibility Checklist.

- D.** In-person training sessions to be conducted by the Contractor at the locations, dates, and times set by the SOS. The SOS estimates that these will be set in the calendar year 2026.

## **5. Travel and Reimbursement**

All travel must be authorized in advance by the State Contract Manager or designee. Reimbursable travel expenses shall comply with the California Department of Human Resources (CalHR) Travel Policy, <https://hrmanual.calhr.ca.gov/Home/ManualItem/1/2203>.

Travel budget shall not exceed \$30,000.00

## **6. Secretary of State Responsibilities**

To accomplish the terms and conditions of this agreement, Secretary of State designees will be responsible for the following:

- A.** Arranging, scheduling, and facilitating meetings and training the Secretary of State and the Contractor may conduct.
- B.** Gathering materials from counties and other interested parties that may be necessary or helpful in accomplishing the tasks identified under the Scope of Work.
- C.** If reasonable accommodations, ASL interpreting or captioning, etc. are requested at the training location, the SOS will notify the Contractor in advance. Requests for assistance to the Contractor in the provision of reasonable accommodation will be made no less than ten (10) business days prior to the date the reasonable accommodation is needed.
- D.** Attending training on physical accessibility of polling places, provided by the Contractor.

## **7. Mandatory Qualifications, Skills, and Experiences**

The Contractor shall provide qualified staff who collectively meets the following mandatory qualifications, skills, and experiences:

- A.** Five (5) years of experience providing hands-on training.
- B.** Five (5) years of experience of training in small group settings.

**C.** Two (2) years of accessibility expertise – knowledge and understanding of the Americans with Disabilities Act (ADA) and California building codes regarding accessibility.

## **8. Timesheets**

The Contractor must complete, sign, and submit an Exhibit F - Contractor HAVA Activity Report to SOS, for each contractor's employee for whom time is being claimed. (Contractors who receive payment from HAVA funds are required to submit timesheets for any work paid for as time and materials).

## **9. Security, Standards and Policies**

The Contractor and the Consultants providing services under this Agreement shall adhere to SOS minimum required IT standards, guidelines, and policies. In addition, the Contractor and the Consultants are expected to abide by the same standards and policies as SOS staff, including but not limited to the following regulations, standards, guidelines, and policies. The following serve as the referenced minimum criteria:

- A.** SOS Policies: Political Activities in the Workplace, Email, Internet/Intranet Access and Usage, Anti-Discrimination Harassment Retaliation Policy, and Internal Privacy Policy;
- B.** SOS Security Policies; and
- C.** Additional policies as adopted by the SOS during the duration of the contract.

The SOS Project Director, or designee will provide the Contractor copies of all of the SOS policies, which shall be signed by the Contractor and all Resources providing services under this Agreement and returned to the SOS Project Director within five (5) State business days of contract start date.

## **10. Contract Representatives**

The contract representatives during the term of this agreement are as follows:

State Agency: Secretary of State	Contractor: <b>TBD</b>
Name: <b>TBD</b>	Name:
Address:	Address:
Phone:	Phone:
Email:	Email:

Direct all contract related inquiries to:

State Agency: Secretary of State	Contractor: <b>TBD</b>
Attention: Contract Services	Attention:
Address: 1500 11 <sup>th</sup> Street, 4 <sup>th</sup> Floor, Room 460, Sacramento, CA 95814	Address:
Phone:	Phone:
Email: <a href="mailto:Contractservices@sos.ca.gov">Contractservices@sos.ca.gov</a>	Email:

**Exhibit B**  
**Budget Detail and Payment Provisions**

**1. Invoicing and Payment:**

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the Secretary of State (SOS) agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Payment shall be made upon satisfactory performance of work and upon receipt of an invoice received and approved by the designated representative(s).
- C. Invoices must be submitted on Contractor's letterhead signed by authorized representative, and include an itemized account of the services for which the SOS is being billed:
  - Agreement number
  - Time period covered
  - A brief description of the services performed

Make out and submit invoices to:	Secretary of State Attn: Accounts Payable P O Box 944260 Sacramento, CA 94244-2600 <a href="mailto:AccountsPayable@sos.ca.gov">AccountsPayable@sos.ca.gov</a>
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**2. Budget Contingency Clause:**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State or offer an agreement amendment to Contractor to reflect the reduced amount.

**3. Federal Funds:**

- A. It is mutually understood between the Contractor and SOS that this Agreement may have been written for the mutual benefit of both the Contractor and SOS before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if the United States Government for the fiscal years covered in the Agreement for the purpose of this program makes sufficient funds available to the SOS. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this Agreement in any manner.
- C. Contractor and SOS mutually agree that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- D. The SOS has the option to **invalidate** the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction in funds.

**4. Prompt Payment Clause:**

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

**5. Cost Details:**

Please refer to Exhibit B-1 – Cost Sheet.

**Exhibit B-1**  
**Cost Sheet**

These pages will be a copy of the **Attachment 3 - Cost Sheet** completed and submitted by the winning Bidder.

**Exhibit C**  
(GTC 02/2025 version)  
**General Terms and Conditions**

Please Note: This page will not be included in the final agreement. The General Terms and Conditions will be included in the agreement by reference to Internet site:  
<https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>.

## Exhibit D

### **Special Terms and Conditions**

#### **1. Solicitation and Contractor's Response**

The Solicitation and Contractor's response to Invitation for Bid (IFB) #25-013 is hereby incorporated by reference and made part of this Agreement.

#### **2. Excise Tax**

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

#### **3. Settlement of Disputes**

In the event of a dispute, Contractor shall file a "Notice of Dispute" with the Secretary of State's (SOS) Chief, Management Services, or designee within ten (10) days of discovery of the problem. Within ten (10) days, the SOS Chief, Management Services, or designee shall meet with the Contractor for purposes of resolving the dispute. The decision of the SOS Chief, Management Services, or designee shall be final. In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the bid proposal.

#### **4. Agency Liability**

The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

## 5. **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 its responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or enforce the payment of any monies to any subcontractor.

## **Exhibit E**

### **Additional Provisions**

#### **1. Amendment**

The Secretary of State (SOS) reserves the right to amend the scope of work, increase the cost up to 30% of the agreement and extend the term of the agreement, up to one (1) year, based upon SOS's need for completion of services and will be based on the original rates and terms identified in the contract.

#### **2. Termination**

The contract may be terminated by the State within a 30-day written notification.

#### **3. Commission, Percentage, Brokerage, or Contingent Fees**

The Contractor warrants by execution of Agreement, that no person or selling agency has been employed or retained to solicit or secure this contract upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this contract without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

#### **4. Executive Order N-6-22 – Russia Sanctions:**

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

**5. Hatch Act**

The provisions of the federal Hatch Act shall apply to employees working for state and local entities receiving HAVA funds. The Hatch Act may be reviewed at <https://osc.gov/Services/Pages/HatchAct.aspx>.

**6. Debarment and Suspension**

Pursuant to federal law, by signing this agreement or execution of this purchase order the Contractor certifies under the penalty of perjury that the contracting entity is not excluded or ineligible from federal assistance programs and thereby is not on the federal government's list of suspended or debarred entities.

Pursuant to federal law, as a component of the procurement process, the Contractor must review the federal government's list of debarred and suspended vendors and ensure no contract award is provided to a vendor on this list. This list may be viewed at <https://sam.gov/content/home>.

**7. Audit for use of Federal Funds**

Any recipient of federal funds must agree to be audited pursuant to federal and state law. Accordingly, all documents and electronic files must be produced upon request by the auditors.

**8. Application of Federal Office of Management and Budget (OMB) Circulars**

OMB Circular A-133 ("Audits of States, Local Governments, and Non-Profit Organizations"), and OMB Circular A-87, incorporated herein by reference, shall govern with respect to all aspects of this program. The provisions of these circulars may be found at <http://www.whitehouse.gov/omb/circulars>.

**9. Travel Reimbursements**

In the event travel is required for this Agreement, all lodging and transportation related expenses will be reimbursed by the Secretary of State in accordance with the provisions of travel for represented employees as established by the California Department of Human Services travel rates for rank and file and excluded employees ([www.calhr.ca.gov](http://www.calhr.ca.gov)).

Please refer to Exhibit A – Scope of Work, Section 5 for additional information related to Travel Reimbursements.

## **10. Incompatible Activities**

### **SECRETARY OF STATE POLICY REGARDING POLITICAL ACTIVITY IN THE WORKPLACE**

The Secretary of State is the state's chief elections officer. It is, therefore, imperative that staff in the Secretary of State's Office, and those who contract with the Secretary of State's Office, refrain from engaging in any political activity that might call into question the office's impartiality with respect to handling election issues. Accordingly, the policy of the Secretary of State's Office with respect to political activity in the workplace, a copy of which will be given to every employee in the Secretary of State's office, is as follows:

- A. No employee of or contractor with the Secretary of State's Office shall engage in political campaign-related activities on state-compensated or federal-compensated time, except as required by official duties, such as answering inquiries from the public. This prohibition shall not apply while an employee is on approved vacation or approved annual leave. This prohibition shall not apply to activities engaged in during the personal time of an employee.
- B. No employee of or contractor with the Secretary of State's Office shall use any state property in connection with political campaign activities. It is strictly prohibited to schedule political campaign-related meetings or to conduct political campaign-related meetings in state office space, even if after normal working hours.
- C. No employee of or contractor with the Secretary of State's Office shall use his or her official status with the Secretary of State's Office to influence political campaign-related activities or to confer support for or indicate opposition to a candidate or measure at any level of government.
- D. No employee of or contractor with the Secretary of State's Office may be involved with political campaign-related telephone calls, letters, meetings or other political campaign-related activities on state-compensated or federal-compensated time. Requests by employees to switch to alternative work schedules, such as 4-10-40 or 9-8-80 work weeks, or to take vacation in order to accommodate political campaign-related activities or to attend political campaign functions, will be judged in the same manner and on the same basis as any other requests of this nature (i.e., existing needs of the office and discretion of the division chiefs).
- E. The receipt or delivery of political campaign contributions or photocopies thereof on state property is strictly prohibited, as is the use of office time or state resources (e.g., intra-office mail or fax machines) to solicit or transmit political campaign contributions.

- F. No employee of or contractor with the Secretary of State's Office may authorize any person to use his or her affiliation with the Secretary of State's Office in an attempt to suggest that the employee's or contractor's support or opposition to a nomination or an election for office or a ballot measure is of an "official," as distinguished from private, character.
- G. No employee of or contractor with the Secretary of State's Office may display political campaign-related buttons, posters, or similar materials in areas visible to individuals who are in public areas of the Secretary of State's Office; nor may an employee of or contractor with the Secretary of State's Office display political campaign-related posters or other materials on windows facing out of the state office building.
- H. No employee of or contractor with the Secretary of State's Office may use official authority or influence for the purpose of interfering with or attempting to affect the results of an election or a nomination for any public office.
- I. No employee of or contractor with the Secretary of State's Office may directly or indirectly coerce or solicit contributions from subordinates in support of or in opposition to an election or nomination for office or a ballot measure.
- J. An employee who is paid either partially or fully with federal funds, including the Help America Vote Act of 2002 (HAVA), is subject to the provisions of the federal Hatch Act, and is, therefore, prohibited from being a candidate for public office in a partisan election, as defined in the federal Hatch Act. However, any employee who is to be paid either partially or fully with funds pursuant to HAVA shall first be consulted about the proposed funding and be informed about the prohibitions of the federal Hatch Act. The employee, whenever possible, shall be given the opportunity to engage in employment that does not involve HAVA funding.
- K. Provisions limiting participation in political campaign-related activities as provided for in this policy statement shall be included in every contract with the Secretary of State's Office.

If you have questions concerning these restrictions, please refer them to your contract manager.

## **11. Insurance Requirements**

Within ten (10) business days of contract award or prior to commencing performance of any work under this Contract, Contractor shall furnish to SOS Contract Services, at 1500 11<sup>th</sup> Street, 4<sup>th</sup> Floor, Room 460, Sacramento, CA 95814 or email to [contractservices@sos.ca.gov](mailto:contractservices@sos.ca.gov), a certificate of insurance that complies

with all the requirements set forth herein. If Contractor is self-insured, Contractor shall provide written proof of adequate self-insurance.

#### A. General Insurance Requirements

- 1) All insurance coverage required herein shall remain in force for the complete term of this Contract.
- 2) The Certificate Holder on the Contractor's certificate of insurance shall include the SOS's address as: Secretary of State, Attention: Contract Services, 1500 11th Street, Room 460, Sacramento, CA 95814, and the Contract Number **# TBD upon award.**
- 3) Contractor's insurance company shall carry a rating that is acceptable to the Department of General Services (DGS). If Contractor is self-insured for a portion or all of its insurance, review of Contractor's financial information, including a letter of credit, may be required.
- 4) If the Contractor's insurance required by this Contract expires during the term of the Contract, a new certificate must be received by the State Contract Manager at least ten (10) business days prior to the expiration of the insurance. The new insurance shall meet all the requirements of this Contract.
- 5) The Contractor shall notify the State Contract Manager in writing within five (5) business days prior to the effective date of any cancellation, non-renewal, or material change that affects any insurance coverage required by this Agreement.
- 6) In the event that the Contractor fails to maintain in effect at all times the insurance coverage required in this Contract, the State may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event.
- 7) Any insurance required to be carried under this Contract shall be primary, and not excess or contributory, to any other insurance carried by the State.
- 8) The State shall not be responsible for any premiums, deductibles, self-insured retention, or assessments on the Contractor's insurance policy.
- 9) Any required endorsement(s) must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- 10) The policy retroactive date must be displayed on the certificate of insurance and must be before the date this Contract is executed or before the commencement of work.
- 11) Inadequate or lack of insurance does not negate the Contractor's obligations under the Contract.

- 12) In the case of the Contractor's utilization of subcontractors to complete the contracted scope of work, the Contractor shall include all subcontractors as insureds under the Contractor's insurance policy or supply evidence of insurance to the State equal to policies, coverage, and limits required of the Contractor, as specified herein.
- 13) All insurance required by this Contract, except for professional liability insurance, shall allow to the State to pay and/or act as the Contractor's agent in satisfying any self-insured retention. The choice to pay and/or act as the Contractor's agent in satisfying any self-insured retention shall be at the sole discretion of the State.
- 14) All insurance coverage and limits available to the Contractor shall also be available and applicable to the State.

B. Types of Insurance and Coverage Limits

- 1) Commercial General Liability: The Contractor shall maintain commercial general liability insurance with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with a \$2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured agreement. The commercial general liability insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability. The policy must name the SOS, the State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under this Contracts.
- 2) Professional Liability: The Contractor shall maintain professional liability/errors and omissions insurance with limits of not less than \$1,000,000 per occurrence or per claim and \$2,000,000 aggregate covering any damages caused by an error, omission, or any negligent acts. Coverage shall be sufficient to cover all duties and obligations undertaken by the Contractor pursuant to this Contract and shall include, but not be limited to, claims involving infringement or violation of any U.S. Intellectual Property Right, as defined in the IT General Provisions. The Contractor shall maintain continuous coverage for up to three (3) years after this Contract terminates.
- 3) Provisions of section 3700 of the California Labor Code require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with such provisions before commencing performance of work under the Contract.
  - a) The Contractor shall maintain statutory workers' compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Contract, including special coverage extensions

where applicable. Employer's liability limits of \$1,000,000 are required. A waiver of subrogation or waiver of right to recover endorsement in favor of the State of California must be attached to the certificate of insurance.

- b) If the Contractor does not employ any person in any manner as to become subject to the workers' compensation laws of California, the Contractor may provide a signed statement on business letterhead stating, "I certify under penalty of perjury under the laws of the State of California that I do not employ any person in any manner as to become subject to the workers' compensation laws of California. I further certify that the SOS will be notified within thirty (30) calendar days of any changes which results in the business becoming subject to the workers' compensation laws of the State of California." Contractor shall provide this letter to the State Contract Manager prior to the commencement of any work under this Contract.

Exhibit F

STATE OF CALIFORNIA - SECRETARY OF STATE

**CONTRACTOR HAVA ACTIVITY REPORT**

NAME																															COMPANY NAME										Month/Year			HAVA Coordinator's Approval	
Contract Number:																															Location (Sacto/LA)														
HAVA ACTIVITY HOURS																															PROGRAM TIME REPORTING														
31	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	1	DELIVERABLE NAME	ORG	HOURS										
1																																		(Taken from proposal and contract)		0.00									
2																																				0.00									
3																																				0.00									
4																																				0.00									
5																																				0.00									
6																																				0.00									
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22																																				0.00									
23																																				0.00									
24																																		MONTHLY TOTAL		0.00									
SIGNATURE OF CONTRACTOR															DATE																														