

FILED/ENDORSED
APR 20 2021
By: T. Crowther
Deputy Clerk

1 COOLEY LLP
2 MATTHEW D. CAPLAN (260388)
3 (mcaplan@cooley.com)
4 JOSEPH D. MORNIN (307766)
5 (jmornin@cooley.com)
6 RYAN O'HOLLAREN (316478)
7 (rohollaren@cooley.com)
8 101 California Street, 5th Floor
9 San Francisco, California 94111-5800
10 Telephone: +1 415 693 2000
11 Facsimile: +1 415 693 2222

12 Attorneys for Petitioner
13 PUBLIC.RESOURCE.ORG, INC.

14 SUPERIOR COURT OF THE STATE OF CALIFORNIA
15 COUNTY OF SACRAMENTO

16 PUBLIC.RESOURCE.ORG, INC.,
17 Petitioners,
18 v.
19 CALIFORNIA OFFICE OF
20 ADMINISTRATIVE LAW, and the
21 CALIFORNIA BUILDING STANDARDS
22 COMMISSION
23 Respondents.

Case No. 34-2021-80003612

**NOTICE OF SUPPLEMENTAL AUTHORITY IN
SUPPORT OF PETITION FOR WRIT OF
MANDATE**

24 Petitioner Public.Resource.Org., Inc. ("Public Resource") brings to the Court's attention
25 the attached current contract between Respondent Office of Administrative Law ("OAL") and
26 West Publishing Corporation ("West"). As explained in Public Resource's petition for a writ of
27 mandate ("Petition"), the current version of this contract was not publicly available at the time of
28 filing. (Petition at 8). Thus, Public Resource attached the prior version of the contract to its
Petition (*Id.*, Exhibit B), along with public notices from OAL stating that none of the relevant
provisions of the agreement were altered for the renewed 2021 contract with West. (*Id.*, Exhibit
A).

BY FAX

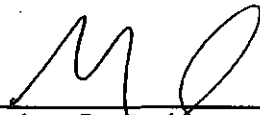
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Now that the current version of the contract is available, Public Resource has confirmed that the relevant provisions of the new contract are substantively identical to the prior agreement, and do not alter any of the argumentation or analysis contained in the Petition. Public Resource now writes to notify the Court and supplement the Petition with:

- 2021-2023 Contract between OAL and West Re: Publication of the California Code of Regulations, a copy of which is attached hereto as **Exhibit J**.

Dated: April 20, 2021

COOLEY LLP

By: 
Matthew D. Kaplan

Attorneys for Petitioner
Public.Resource.Org, Inc.

Exhibit J

STATE OF CALIFORNIA
AGREEMENT SUMMARY
 STD 215 (Rev. 04/2020)

AGREEMENT NUMBER OAL-CCR-2020	AMENDMENT NUMBER
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CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

1. CONTRACTOR'S NAME West Publishing Corporation, a Thomson Reuters business		2. FEDERAL I.D. NUMBER 41-1426973
3. AGENCY TRANSMITTING AGREEMENT Office of Administrative Law	4. DIVISION, BUREAU, OR OTHER UNIT	5. AGENCY BILLING CODE 010385
6a. CONTRACT ANALYST NAME Kevin Hull, Senior Attorney	6b. EMAIL kevin.hull@oal.ca.gov	6c. PHONE NUMBER (916) 323-8916
7. HAS YOUR AGENCY CONTRACTED FOR THESE SERVICES BEFORE? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (If Yes, enter prior Contractor Name and Agreement Number) PRIOR CONTRACTOR NAME: West Publishing Corporation PRIOR AGREEMENT NUMBER: OAL CCR Contract 2015		

8. BRIEF DESCRIPTION OF SERVICES
 Legal Publishing Services – publication of California Code of Regulations & California Regulatory Notice Register (print & online).

9. AGREEMENT OUTLINE (Include reason for Agreement: Identify specific problem, administrative requirement, program need or other circumstances making the Agreement necessary; Include special or unusual terms and conditions.)
 Administrative Requirement: Gov. Code § 11344 requires OAL to provide for the official compilation, printing and publication of state regulations in the California Code of Regulations (CCR) and to update the CCR weekly. Gov. Code §11344.1 requires OAL to provide for the weekly publication of the California Regulatory Notice Register (CRNR). OAL is required to provide free internet access to the CCR and CRNR.
 Revenue Agreement: Pursuant to SAM 8609, intellectual property is intangible property. Pursuant to SAM 8615 intangible property includes copyrights. OAL asserts a copyright in the CCR and CRNR. The contractor compensates the state for being granted the exclusive publication rights to the CCR and CRNR.
 Special Terms and Conditions: See Exhibit D for special terms and conditions regarding ownership of IP rights, damages, audit provisions, special obligations upon termination of contract (transfer of data & subscription lists).

10. PAYMENT TERMS (More than one may apply)

Monthly Flat Rate Quarterly One-Time Payment Progress Payment
 Itemized Invoice Withhold _____ % Advanced Payment Not To Exceed _____ %
 Reimbursement / Revenue _____ or _____ %
 Other (Explain)

11. PROJECTED EXPENDITURES

FUND TITLE	ITEM	FISCAL YEAR	CHAPTER	STATUTE	PROJECTED EXPENDITURES
NA - Revenue Agreement					
OBJECT CODE				AGREEMENT TOTAL	

STATE OF CALIFORNIA
AGREEMENT SUMMARY
 STD 215 (Rev. 04/2020)

AGREEMENT NUMBER OAL-CCR-2020	AMENDMENT NUMBER
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OPTIONAL USE	AMOUNT ENCUMBERED BY THIS DOCUMENT \$0.00
	PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$0.00
	TOTAL AMOUNT ENCUMBERED TO DATE \$0.00

I certify upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.

ACCOUNTING OFFICER'S SIGNATURE 	ACCOUNTING OFFICER'S NAME (Print or Type) Belinda Lindstrom	DATE SIGNED Nov. 24, 2020
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12. AGREEMENT

AGREEMENT	TERM FROM	TERM THROUGH	TOTAL COST OF THIS TRANSACTION	BID, SOLE SOURCE, EXEMPT
Original	1/1/2021	12/31/2023	\$0.00	Bid
<input checked="" type="checkbox"/> Amendment 1				
<input checked="" type="checkbox"/> Amendment 2				
<input checked="" type="checkbox"/> Amendment 3				
TOTAL			\$0.00	

13. BIDDING METHOD USED

- Request for Proposal (RFP) (Attach justification if secondary method is used) Use of Master Service Agreement
 Invitation for Bid (IFB) Exempt from Bidding (Give authority for exempt status) Sole Source Contract (Attach STD. 821)
 Other (Explain)

Note: Proof of advertisement in the State Contracts Register or an approved form STD. 821, Contract Advertising Exemption Request, must be attached

14. SUMMARY OF BIDS (List of bidders, bid amount and small business status) (If an amendment, sole source, or exempt, leave blank)

One fully responsive bid was received from West Publishing Corporation offering revenue of \$200,000 annual payment plus 15.00% royalty on net revenues. Only other known potential bidder was LexisNexis who sent a letter dated 10/15/2020 declining to bid.

15. IF AWARD OF AGREEMENT IS TO OTHER THAN THE LOWER BIDDER, EXPLAIN REASON(S) (If an amendment, sole source, or exempt, leave blank)
 NA

16. WHAT IS THE BASIS FOR DETERMINING THAT THE PRICE OR RATE IS REASONABLE?

Competitive bidding method was used for this revenue generating contract. \$200,000 annual license fee, 15.00% royalty payments and additional services to be provided to state represent significant benefit to state. Rejecting all bids would result in detriment to state.

17a. JUSTIFICATION FOR CONTRACTING OUT (Check one)

- Contracting out is based on cost savings per Government Code 19130(a). The State Personnel Board has been so notified. Contracting out is justified based on Government Code 19130(b). When this box is checked, a completed JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.60 must be attached to this document.
 Not Applicable (Interagency / Public Works / Other _____)

17b. EMPLOYEE BARGAINING UNIT NOTIFICATION

By checking this box, I hereby certify compliance with Government Code section 19132(b)(1).

AUTHORIZED SIGNATURE 	SIGNER'S NAME (Print or Type) Kenneth J. Pogue, Director	DATE SIGNED 11/24/2020
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18. FOR AGREEMENTS IN EXCESS OF \$5,000: Has the letting of the agreement been reported to the Department of Fair Employment and Housing? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A	22. REQUIRED RESOLUTIONS ARE ATTACHED <input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A
19. HAVE CONFLICT OF INTEREST ISSUES BEEN IDENTIFIED AND RESOLVED AS REQUIRED BY THE STATE CONTRACT MANUAL SECTION 7.10? <input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A	
20. FOR CONSULTING AGREEMENTS: Did you review any contractor evaluations on file with the DGS Legal Office? <input type="checkbox"/> None on file <input type="checkbox"/> No <input type="checkbox"/> Yes <input checked="" type="checkbox"/> N/A	
21. IS A SIGNED COPY OF THE FOLLOWING ON FILE AT YOUR AGENCY FOR THIS CONTRACTOR? A. Contractor Certification Clauses <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A B. STD 204 Vendor Data Record <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> N/A	
23. IS THIS A SMALL BUSINESS AND/OR A DISABLED VETERAN BUSINESS CERTIFIED BY DGS? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes SB/DVBE Certification Number:	

SCO ID: 7910-OALECR2020

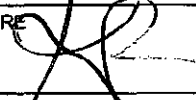
STATE OF CALIFORNIA
AGREEMENT SUMMARY
STD 215 (Rev. 04/2020)

AGREEMENT NUMBER OAL-CCR-2020	AMENDMENT NUMBER
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24. ARE DISABLED VETERANS BUSINESS ENTERPRISE GOALS REQUIRED? (If an amendment, explain changes if any) No (Explain below) Yes _____ % of Agreement
 This contract has been exempted from DVBE goals by the Director of OAL.

25. IS THIS AGREEMENT (WITH AMENDMENTS) FOR A PERIOD OF TIME LONGER THAN THREE YEARS? No Yes (If Yes, provide justification below)
 Due to considerable investment required of contractor, including highly trained and specialized staff devoted to the CCR and CRNR publication, a term of greater than one year is necessary to provide maximum benefit to the state in terms of both quality of work to be performed and the licensing and royalties paid to the state.

I certify that all copies of the referenced Agreement will conform to the original agreement sent to the Department of General Services.

SIGNATURE 	NAME/TITLE (Print or Type) Kenneth J. Pogue, Director	DATE SIGNED 11/24/2020
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SCO ID: 7910-OALCCR2020

STATE OF CALIFORNIA
AGREEMENT SUMMARY
STD 215 (Rev. 04/2020)

AGREEMENT NUMBER OAL-CCR-2020	AMENDMENT NUMBER .
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JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.60

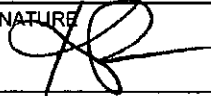
In the space provided below, the undersigned authorized state representative documents, with specificity and detailed factual information, the reasons why the contract satisfies one or more of the conditions set forth in Government Code section 19130(b). Please specify the applicable subsection. Attach extra pages if necessary.

The specialized publication services required under the contract are complex and require expertise, knowledge and ability not available through civil service. OAL reviews regulations proposed by more than 200 state agencies and files approved regulations with the Secretary of State nearly every business day. The publisher must engage in extensive editorial analysis of each approved regulation, including review of graphics, charts, tables, formulas, forms or text with unusual characteristics. The publisher prepares galleys that are carefully proofed against the filed copy of regulations. The publisher must provide indexing services, maintain the CCR database, publish and distribute weekly updates to subscribers and publish the CRNR weekly. The contractor must provide the CCR in print and electronic formats and must maintain and provide a free internet version of the CCR. The contractor must also provide OAL with legal research services and additional publications at no additional cost. Contracting out also allows the state to obtain the benefit of commercial marketing practices by the contractor to establish a reasonable return for the states intellectual property. The Office of State Publishing has issued a Service Release Determination stating that OSP does not have the expertise to successfully produce the required publications under this contract.

This justification is pursuant to Government Code section 19130(6)(3).

KP
11/23/2020

The undersigned represents that, based upon his or her personal knowledge, information or belief the above justification correctly reflects the reasons why the contract satisfies Government Code section 19130(b).

SIGNATURE 	NAME/TITLE(Print or Type) Kenneth J. Pogue, Director	DATE SIGNED 11-24-2020	
PHONE NUMBER (916) 323-6221	STREET ADDRESS 300 Capitol Mall, Suite 1250		
EMAIL kenneth.pogue@oal.ca.gov	CITY Sacramento	STATE CA	ZIP 95814

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER OAL-CCR-2020	PURCHASING AUTHORITY NUMBER (If Applicable)
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1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Office of Administrative Law

CONTRACTOR NAME

West Publishing Corporation, a Thomson Reuters business

2. The term of this Agreement is:

START DATE

January 1, 2021

THROUGH END DATE

December 31, 2023

3. The maximum amount of this Agreement is:

Revenue Contract: \$200,000 annual licensing fee + 15.00% royalty paid to OAL

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	10
Exhibit B	Budget Detail and Payment Provisions	2
Exhibit C *	General Terms and Conditions - (GTC 04/2017) # 12/27/20	1
Exhibit D	Special Terms and Conditions	8

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

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

CONTRACTOR

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

West Publishing Corporation, a Thomson Reuters business

CONTRACTOR BUSINESS ADDRESS

610 Opperman Drive

CITY

Eagan

STATE

MN

ZIP

55123

PRINTED NAME OF PERSON SIGNING

John S. Nelson

TITLE

Director of Procurement & Proposal Management

CONTRACTOR AUTHORIZED SIGNATURE



DATE SIGNED

11/19/2020

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Office of Administrative Law

CONTRACTING AGENCY ADDRESS

300 Capitol Mall, Suite 1250

CITY

Sacramento

STATE

CA

ZIP

95814

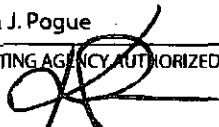
PRINTED NAME OF PERSON SIGNING

Kenneth J. Pogue

TITLE

Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE



DATE SIGNED

11/24/2020

CALIFORNIA DEPARTMENT OF GENERAL SERVICES

EXEMPTION (If Applicable)

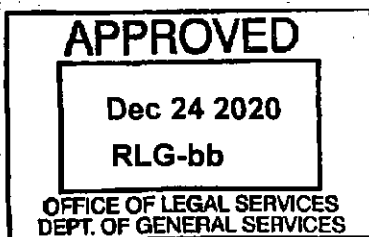


Exhibit A, Scope of Work/Required Publication Services

1. Costs

All costs incurred by the contractor in its performance of this contract are the responsibility of the contractor and shall not be charged to the state of California.

2. Master Database

The contractor shall maintain the Official California Code of Regulations (CCR) in an electronic database, which for purposes of this contract shall be referred to as the "Master Database." To ensure that all CCR products accurately reflect the Official CCR content, the Master Database must be the source for all hard copy text and electronic products as well as the source for the contents of the Internet CCR.

Prompt and accurate updating of the CCR Master Database is a key component of the CCR publication contract. Except as provided herein, the contractor shall update the Master Database as soon as feasible after OAL provides the contractor with regulations that have been endorsed by the Secretary of State, preferably within 15 days but in no event longer than 30 days after OAL delivers the regulation text. The contractor may, after written notification and upon prior written approval by OAL, have an additional agreed upon number of days, not to exceed 7 days, to complete updates to the Master Database. In requesting such additional time, the contractor shall notify OAL at least 5 days in advance of the need for additional time, specify the amount of additional time needed and include an explanation of the reasons for the request, such as an unusually high volume of regulations delivered in the week at issue, intervening holidays, or information technology maintenance or upgrades. The text of regulations and all other items in the Master Database shall be subject to inspection, revision, and correction by OAL. The contractor shall take immediate action to make any corrections specified by OAL.

The contractor shall maintain the Master Database in a secure environment and shall establish an Availability and Operational Recovery Plan to protect the integrity and availability of the Master Database against the risk of attacks that may cause nuisance, significant interruptions of service or unauthorized changes to the Master Database content. At a minimum, the contractor's Availability and Operational Recovery Plan shall include upgrading software and installing software patches and updates as often as necessary to address security risks; removal of unnecessary software applications that run with administrative privileges or that receive packets from the network; use of an external firewall; establishment of remote administration security; restricted server scripts; web server shields with packet filtering, and education of personnel working with the Master Database.

The CCR Master Database shall include tables of contents, headings and captions, regulation text including all charts, graphs, tables, illustrations, forms etc. designated by OAL for publication, authority and reference citations, and history notes.

Upon completion or termination of the contract, the contractor shall provide OAL with a useable electronic database containing all the data from the Master Database required by

this section or owned by OAL pursuant to section 18. The data must be provided in a standard (free from any proprietary formatting or codes) portable and easily processed or converted format such as XML or a relational database capable of extraction via standard SQL queries. The contractor shall be responsible for all costs associated with transferring the data to OAL in a usable form upon completion or termination of the CCR publication contract.

3. California Code of Regulations

3.1. Official California Code of Regulations

The contractor shall publish the Official CCR on 8½ by 11 inch pages, loose leaf, in a form which assures that pages can be easily inserted into standard three-ring binders. Text paper shall be 20 lb. standard weight with a minimum of 30% postconsumer recycled content. Regulation text shall be printed in black, with font size no smaller than that used in the Official CCR in 2019. The format of the Official CCR is subject to OAL approval prior to initial publication. The contractor must submit any future format changes to the Director of OAL for approval prior to implementing any changes. The contractor may offer binders for sale to subscribers but shall not require any subscriber to purchase binders.

The contractor shall accurately and legibly print regulations as filed with the Secretary of State, including all charts, graphs, tables, illustrations, notes, graphics, etc. Each volume of the Official CCR shall contain the following:

- (a) Title Page;
- (b) A page listing hierarchy for that title with a nomenclature cross-reference for the pre-1990 hierarchy;
- (c) Table of contents for that title listing the headings of each Division, Chapter, Subchapter, Group and Subgroup where applicable, and Article;
- (d) Division level table of contents preceding each division within a title;
- (e) Complete text of regulations, including all narrative text, forms, appendices, prefaces, footnotes, endnotes, tables, formulas, graphics, illustrations or other regulatory material designated by OAL for publication;
- (f) Authority and reference citations for each section;
- (g) History notes for each section;
- (h) The Register number and publication date of the last revision on each page to reflect the last date any item on that page was affected by a regulatory action;
- (i) Such other materials as OAL may direct to be published.

In addition to the items listed above, the Official CCR may, in the contractor's sole discretion, also include annotations, appropriate research references, or other editorial material created by the contractor, to which the contractor may retain all intellectual property rights.

3.2. CCR Supplement ("Register")

The contractor shall compile the regulations filed during each calendar week, and use this compilation to update the CCR by publishing the weekly California Code of Regulations (CCR) Supplement. Using the underline (or italics) and strikeout in regulation text to discern

changes to the existing text of the CCR, the publisher shall integrate newly adopted, amended or repealed regulations into the CCR and publish the resulting regulatory changes in the CCR Supplement.

The contractor shall number the CCR Supplement by week and year (e.g. Register 2019, No. 42 contains regulations filed with the Secretary of State during the 42nd week of 2019); and shall publish the weekly CCR Supplement preferably within 15 days but in no event longer than 30 days after OAL delivers regulation text for publication. The contractor may, after written notification and upon prior written approval by OAL, have an additional agreed upon number of days, not to exceed 7 days, to complete publication. In requesting such additional time, the contractor shall notify OAL at least 5 days in advance of the need for additional time, specify the amount of additional time needed and include an explanation of the reasons for the request, such as an unusually high volume of regulations delivered in the week at issue, intervening holidays, or information technology maintenance or upgrades.

For sections that are being repealed, the contractor shall add the word (Repealed) to the heading for the repealed section. If other repealed section(s) appear on a page being revised in that issue of the CCR Supplement, and the heading of the other repealed section(s) are missing the word (Repealed), the contractor shall add (Repealed) to that heading.

The Supplement shall match the format requirements stated above for the Official CCR. The CCR Supplement shall be distributed to subscribers accompanied by information adequate to inform subscribers how to replace the updated pages of the Official CCR. The contractor shall distribute the CCR Supplement on a timely basis to subscribers for all full sets, subscribers to individual title(s) or subscribers to any other product iteration offered by the publisher that are affected by the weekly updates.

3.3. CCR Tables of Contents

3.3.1. Master Table of Contents

The contractor shall publish a Master Table of Contents with a complete listing by heading of all regulations in all titles (excluding Title 24) by Title, Division, Chapter, Subchapter, Group and Subgroup where applicable, and Article. The contractor shall update the Master Table of Contents quarterly to reflect regulations that were added, amended or repealed during the previous calendar quarter, and distribute any revised pages, accompanied by instructions adequate to inform subscribers how to replace the updated pages.

3.3.2. Division Level Table of Contents

Each Division of the CCR shall be preceded by a Division Level Table of Contents for that Division listing the headings of each Chapter, Subchapter, Group and Subgroup where applicable, Article and Section. The contractor shall update the Division Level Tables of Contents quarterly to reflect regulations that were added, amended or repealed during the previous calendar quarter, and distribute any revised pages, accompanied by instructions adequate to inform subscribers how to replace the updated pages, except that if regulatory

material filed by OAL with the Secretary of State includes entire new chapters or entire new articles, the contractor shall distribute a revised Division level Table of Contents (or revised pages in the Division Level Table of Contents) when it publishes the new chapter or article.

4. Master Index

The contractor shall create and publish a Master Index to which the contractor may retain all intellectual property rights. The Master Index shall include a Table of Statutes to Regulations, listing all of the California statutes cited in the Authority and Reference notes following each section of the CCR. The Master Index shall be updated no less than annually.

The Master Index may, in the contractor's sole discretion, include appropriate research references, annotations or other editorial material to which the contractor may retain all intellectual property rights. The title page of the Master Index shall indicate that the Master Index has not been reviewed by the Office of Administrative Law and is not part of the Official California Code of Regulations. The contractor shall publish the Master Index no later than 180 days after the start date of the CCR publication contract.

The contractor may copyright the Master Index. If the contractor declines to obtain a copyright on its own behalf, the contractor shall, to the extent allowable by law, obtain a copyright in the name of OAL on behalf of the State of California. All expenses of obtaining such copyright, either on behalf of the contractor or OAL, shall be the responsibility of the contractor.

5. Electronic CCR

The contractor may publish the CCR electronically in addition to hardcopy. This is distinct from and does not change the contractor's obligations regarding the Internet CCR set forth in section 7 below.

6. CCR Products

In addition to selling full sets of the CCR in hardcopy and electronically, and licensing all or part of the CCR to other publishers, the contractor may, in its sole discretion, elect to additionally publish any segments or compilations of the CCR for sale as separate units, in any topic area or other grouping, and in any format.

7. Internet CCR

The contractor shall make available on the Internet and free to the public an electronic version of the CCR which is capable of accommodating a high number of simultaneous users, at minimum supporting the number of simultaneous users who visited the Internet CCR from July 1, 2019 to June 30, 2020. The Internet CCR shall meet the following minimum requirements:

- (a) Accessible to Persons with Disabilities: The contractor shall ensure that the Internet CCR complies with applicable state and federal requirements for accessibility by persons with disabilities. The contractor shall ensure that existing content of the

Internet CCR meets state and federal requirements in effect at the time of commencement of the contract and that new content delivered to the contractor meet state and federal accessibility requirements in effect at the time the content is delivered to the contractor.

- (b) **Content:** The Internet CCR shall accurately reflect the content of the Official CCR. The contractor shall update the Internet CCR no later than 5:00 p.m. Pacific time on the next business day following the date it issues the weekly CCR Supplement. The contractor may, after written notification and upon prior written approval by OAL, have an additional agreed upon number of days, not to exceed 7 days, to complete updates to the Internet CCR. In requesting such additional time, the contractor shall notify OAL at least 5 days in advance of the need for additional time, specify the amount of additional time needed and include an explanation of the reasons for the request, such as an unusually high volume of regulations delivered in the week at issue, intervening holidays, or information technology maintenance or upgrades. If content delivered to the contractor raises state or federal ADA accessibility issues that require additional information from OAL or another state agency, such as alternative text or approval of formatting changes, such content shall not be published in the Internet CCR until such information is provided and the content meets applicable accessibility standards. All other content shall be published in accordance with this section. The Internet CCR shall accurately reflect the date on which the online CCR was last updated.
- (c) **Format:** The Internet CCR shall include any necessary information, software, and technical support to make the complete CCR available, including graphics, tables, forms and any other material included in the Official CCR. The format shall be compatible with all Internet browser software and supported versions widely in use, including, but not limited, to Microsoft Edge, Internet Explorer, Mozilla Firefox, Apple Safari and Google Chrome. The format shall also be compatible with use on devices commonly in use, such as smart phones, tablets, laptops and personal computers. The use of browser plugins or additional software (such as Adobe Flash, Microsoft Silverlight etc.) to view the database content is discouraged.
- (d) **Agency List and Division Level Links:** The Internet CCR shall contain list of state agency names and addresses, each of which shall contain a permanent link (i.e. hard link that a user may save as a "favorite" or "bookmark" browser link) to the division level table of contents for that agency. This list shall be updated at least annually by the contractor, except that the contractor shall also update agency specific information upon notification by OAL of a change of information for an agency.
- (e) **Data Integrity and Availability:** The contractor shall make the Internet CCR available 24 hours a day, 7 days a week, excluding scheduled maintenance approved by OAL not to exceed 2 hours per week. In the event scheduled maintenance may or will require an Internet CCR outage of more than 2 hours, contractor will coordinate any such outage with OAL and provide OAL at least two weeks notice before the outage. Contractor will also post a conspicuous notice on the Internet CCR home page for at least two weeks immediately preceding and during the outage to inform users of the planned outage and anticipated duration. The maximum allowable outage during times of disaster shall not exceed 5 working days. The contractor shall take steps to protect the integrity and availability of the Internet CCR against the risk of attacks that

may cause nuisance, alter the data by unauthorized individuals, or significant interruptions of service. These steps shall include upgrading software and installing patches as often as necessary to address security risks; removal of unnecessary software applications that run with administrative privileges or that receive packets from the network; use of an external firewall; establishment of remote administration security; restricted server scripts; web server shields with packet filtering, and education of personnel working with the Internet CCR.

- (f) **Accuracy:** The contractor shall ensure that the Internet CCR accurately reflects the most recent weekly updated version of the Official CCR; that it is complete and contains all the material defined as part of the Official CCR; and that it is fit for publication on the Internet.
- (g) **User-Friendly:** Response time for a basic query must be comparable to response times for Internet legal research databases widely in use. The contractor shall ensure that users can view, print and search with reasonable ease of use. The contractor shall provide users with a universal search capability, including, but not limited to search by natural language, literal strings, and available use of Boolean operators. The contractor shall include a link to "FAQ" and/or "Help" on the home page to provide information to help users navigate the website. Linking commercial advertising is expressly prohibited without the prior written consent of the Director of OAL.
- (h) **User Support:** The contractor shall provide toll-free customer assistance during regular business hours. The contractor shall respond to customer service inquiries within two business days of receiving a voice message, written communication, or email.
- (i) **Privacy:** The contractor shall collect information adequate to report to OAL the number of visits to the website and length of session; however the contractor shall not collect personally identifiable information from any user's Internet session without the explicit, opt-in consent of the user. The contractor shall post a "privacy and conditions of use" page informing users about the collection and use of information regarding visits to the online CCR.
- (j) **Reports:** The contractor shall provide OAL with quarterly reports about usage of the Internet CCR during the prior calendar quarter. This report shall contain information about the number of users visiting the Internet CCR, including the number of visitors per week and average session length. The contractor shall also report the number and type of technical support queries for the Internet CCR, and provide a detailed explanation for any unanticipated interruption in service that exceeds one hour.
- (k) **Title 24 Explanatory Note:** The contractor shall list title 24 in the list of CCR titles in the Internet CCR, state that title 24 is published by the Building Standards Commission (BSC) and link the listing for title 24 to the BSC website at <http://www.bsc.ca.gov/default.htm>.

8. The California Regulatory Notice Register

The contractor shall publish the California Regulatory Notice Register (Notice Register) each Friday using material provided by OAL the previous week. The contractor may elect to receive the material in hardcopy or via electronic transmittal. The Notice Register shall be printed on 8½ by 11-inch pages, three-hole punched, in a format of comparable quality to

that in use in 2019. Text paper shall be 20 lb. standard weight with a minimum of 30% postconsumer recycled content. Text shall be printed in black; font size shall be no smaller than 10 point for text within paragraphs.

Potential elements of the Notice Register include, but are not limited to:

- (a) Notices of Proposed Regulatory Action
- (b) Summaries of approved regulations filed with the Secretary of State the previous week
- (c) Summaries of regulation decisions issued during the previous week and summaries of the reasons for OAL disapproval of a proposed regulation
- (d) Quarterly index of OAL regulation decisions
- (e) An agency's request for review of an OAL disapproval decision, OAL's response to the agency request for review, and the Governor's decision
- (f) Underground regulation petitions and underground regulation determinations issued pursuant to Government Code section 11340.5
- (g) General Public Interest Notices
- (h) Petition decisions pursuant to Government Code section 11340.7
- (i) Periodic indices of regulations approved and filed with the Secretary of State
- (j) OAL announcements
- (k) An Annual Rulemaking Calendar pursuant to Government Code section 11017.6. The contractor may distribute the Annual Rulemaking Calendar to subscribers on CD or other electronic format, but shall provide a print version upon request by any subscriber.

By 10:00 a.m. Pacific Time on every Friday, the contractor shall send a linked PDF copy of that day's issue of the Notice Register which fully and accurately reflects the print version of the Notice Register. (For purposes of this RFP, the term "linked PDF copy" means that each item listed in the online Table of Contents shall include a hyperlink so that clicking on that item in the Table of Contents takes the user to that notice in the text of the Notice Register.) The linked PDF copy of the Notice Register shall be sent by electronic mail to the person(s) designated by the Director of OAL to receive the linked PDF copy of the Notice Register. The linked PDF copy of the Notice Register is required to be published on OAL's website and therefore the linked PDF copy of the Notice Register shall meet all state and federal ADA accessibility requirements in effect at the time the Notice Register is provided to OAL.

9. Transmission of Material for Publication

OAL shall furnish to the contractor, at the contractor's expense, all regulations, notices and any other material designated for publication under the CCR publication contract. OAL shall deliver to the contractor, at the contractor's expense, a copy of approved regulations endorsed by the Secretary of State each day that OAL files regulations with the Secretary of State. The contractor's method for collection and delivery shall provide for routine delivery the next business day after OAL files approved regulations with the Secretary of State. OAL shall provide the contractor with approved notices each week via electronic mail or other mutually agreed upon method.

The contractor may elect to receive an unofficial advance copy of proposed regulations prior to review and action by OAL, to be transmitted to the contractor at the contractor's expense. The contractor shall understand that these unofficial advance copies of regulations may be revised before filing or may never be filed with the Secretary of State, and may therefore not become part of the Official CCR.

By 10:00 a.m. on the business day following the date OAL takes action on any proposed regulatory action, OAL shall inform the contractor of such action by sending, via electronic mail, a Daily Action Report containing the following information:

- (a) OAL File Number
- (b) Title affected
- (c) Agency
- (d) OAL Action (Approval/Disapproval/Withdrawn)
- (e) Date of filing with Secretary of State

10. Editorial Responsibilities and Accuracy

The contractor shall ensure that regulation text, as published, accurately reflects the final regulation text as filed with the Secretary of State. The contractor shall ensure that notice text, as published, accurately reflects the text of the notice provided by OAL. All editorial work, including but not limited to proofreading, copyreading, correction, data preparation, formatting, and typographical composition work for the CCR and Notice Register, shall be performed at the contractor's expense.

The contractor shall not alter the text of regulations, notices or any other materials furnished by OAL for publication, except as expressly directed or authorized by OAL. If, at any time during the CCR publication contract, OAL determines that the publisher's editorial work is unsatisfactory, OAL will advise the publisher in writing and give the publisher a reasonable opportunity to correct any deficiencies. OAL defines a satisfactory level of accuracy as zero percentage (0%) of error rate as compared to the final regulation text filed with the Secretary of State or as compared to the text of notices provided by OAL.

The text of regulations and all data in the Master Database shall be subject to inspection, revision, and correction by OAL. Questions regarding the text of regulations or notices shall be promptly called to the attention of OAL. Inferior, unprofessional, or unsatisfactory work shall be rejected and returned to the contractor for prompt correction at no additional cost to the state or CCR subscribers. OAL's inspection, revision, or acceptance of work shall not be considered a waiver of the contractor's duty to correct, at the contractor's own expense, errors or defects subsequently discovered.

The contractor shall advise the Director of OAL in advance, in writing, of any proposed changes in the method and manner of performing editorial work covered by the CCR publication contract. The Director of OAL, or designated representative, and the contractor's representative shall, on the request of either party or at reasonable intervals, meet and confer to foster communication and cooperation between OAL and the contractor about the parties' rights and responsibilities under the CCR publication contract.

11. Publications and Services for OAL

The contractor shall provide OAL during the term of the CCR publication contract with the following publications and products, free of charge:

- (a) Four (4) subscriptions to the Official CCR and CCR Supplement in hard copy;
- (b) Three (3) subscriptions to the Master Table of Contents, in hard copy;
- (c) Three (3) subscriptions to the Master Index, in hard copy;
- (d) One (1) subscription to Annotated California Codes;
- (e) Five (5) copies of each issue of the California Regulatory Notice Register;
- (f) One (1) complete replacement set of CCR binders annually;
- (g) 1000 copies annually of a softbound book containing selected statutes and regulations specified by OAL as relevant to California rulemaking law. The format and content of the book shall be substantially similar to the 2019 edition of "California Rulemaking Law under the Administrative Procedure Act."

Additionally, the contractor shall provide each employee of OAL, for the exclusive use by OAL, with free access to any online legal research database services provided by the contractor. The level of service provided shall include, at a minimum, access to cases and judicial materials, statutes and legislative materials, administrative law and regulations, analytical materials, and journals and law reviews for all states and the federal government; news and business materials available to basic national service subscribers, any other features available to subscribers that are reasonably relevant to OAL's duties, and to new online legal research database services created during the term of the CCR publication contract that are reasonably relevant to OAL's duties.

12. Publications for County Clerks and Depository Libraries

The contractor shall provide, free of charge, one (1) subscription of the hard copy version of the CCR (or, at the recipient's option, a subscription in an electronic format that is updated at least monthly, on CD ROM or other mutually agreeable electronic format to each of the fifty-eight (58) county clerks or their designees, pursuant to Government Code section 11343.5; and to each state depository library, pursuant to Government Code sections 14900-14912.

The contractor shall provide, free of charge, one (1) subscription of the hardcopy version of the Notice Register (or, at the recipient's option, a subscription in an electronic format) to state depository libraries, pursuant to Government Code sections 14900-14912.

13. Reports

The contractor shall provide OAL with periodic reports regarding the content of the Official CCR and the Notice Register. These reports are to be provided no less often than annually and shall include but are not limited to:

- (a) The number of regulation sections in existence at the end of the prior calendar year. This report shall specify the total number of active regulation sections and the total number of repealed regulation sections in each title, and in addition shall specify the total number of sections in all CCR titles combined;

- (b) A tally of the number of regulations adopted, amended or repealed during the prior calendar year. This report shall specify the number of files sent by OAL for publication and the number of regulation sections that were adopted, amended or repealed during the period covered.
- (c) A page count of the Official CCR for the prior calendar year. This report shall state the number of pages in each title and include the total number of pages for all titles.

Exhibit B, Revenue Provisions

14. Annual License Fee and Royalty

In exchange for the electronic delivery of the text of regulations and the state-created material to be published in the Official California Code of Regulations and the California Regulatory Notice Register and for being granted the exclusive rights to publish the Official California Code of Regulations and the California Regulatory Notice Register, the contractor agrees to pay an annual license fee of \$200,000.00 and a royalty of 15.00% on net revenues.

For purposes of this agreement, "net revenues" means all sales proceeds less returns, discounts refunded to the customer, and, if not charged separately but included in the sales price, sales taxes, transportation and handling, and in addition, all revenues received from licenses to third parties (including affiliated companies) without any reduction.

The contractor shall pay the annual license fee in advance, at quarterly intervals, beginning with the commencement of the CCR publication contract on January 1, 2021. No portion of the annual license fee shall be refundable during a quarter notwithstanding early termination of the contract.

The contractor shall pay the royalty at quarterly intervals. All royalties payable pursuant to this agreement shall accrue to the benefit of OAL, and be accounted for by the contractor, during each of the quarterly periods ending on March 31, June 30, September 30 and December 31 of each calendar year. The contractor shall pay OAL any and all royalty amounts due for each quarterly period within 90 days after the end of that quarterly period.

If the contractor provides academic institutions or governmental entities such as the courts with significantly discounted rates for its Internet legal research database because of their academic nature or the public benefit they provide, no royalties shall be paid by the contractor for CCR-related usage of the contractor's Internet legal research database by those customers. This exemption shall not apply to any academic institution or governmental entity whose subscription agreement is modified to require payments at rates comparable to those paid by commercial entities.

15. Compensation Delivery Requirements

Compensation shall be mailed or delivered to the following address:

Office of Administrative Law
ATTN: Kenneth J. Pogue, Director
300 Capitol Mall, Suite 1250
Sacramento, CA 95814

16. Standard Budget Contingency Clause

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.

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

Exhibit C, State of California General Terms and Conditions

The state of California General Terms and Conditions (GTC) are hereby incorporated by reference and made part of this agreement as if attached hereto. This document can be viewed at <https://www.dgs.ca.gov/-/media/Divisions/OLS/Resources/GTC-April-2017-FINALapril2017.pdf?la=en&hash=>.

Exhibit D, Special Terms and Conditions

17. Compensation and Royalties

Refer to Exhibit B, Revenue Provisions.

18. Intellectual Property Rights

The Official CCR, Notice Register and the state created data within the Master Database, in all forms, are the sole and exclusive property of the state of California. Any copyrights in the Official CCR and Notice Register, excluding contractor's proprietary enhancements, shall be owned, noticed, and registered in the name of OAL on behalf of the state of California. In no event shall the Official CCR or Notice Register be considered a "joint work" as that term is defined in 17 U.S.C. section 101. Additional editorial enhancements, including but not limited to those described below, shall be the exclusive intellectual property of the contractor. The contractor agrees to deliver to OAL, at no cost to the state of California, all documents required for OAL to register or otherwise protect the state's intellectual property in the United States or in any other country and to recognize ownership in such works by the state of California. The contractor shall take no action which will infringe or abridge the rights of the state of California in any of the works which are the subject of this CCR publication contract.

The contractor shall not procure or claim any copyright or other intellectual property rights with respect to the Official CCR, the Notice Register or the Master Database, or in the Master Table of Contents the contractor develops pursuant to this CCR publication contract, or in any of the following material:

- Tables of contents for each Title and Division
- The hierarchical structure of the CCR (divisions, chapters, articles, etc.)
- The captions (e.g. Title 1, Section 6, "Submission of Regulatory Actions (Form 400)")
- The text of the regulations, including any appendices, tables, graphics, illustrations, charts, forms or other items that are part of regulatory material filed with the Secretary of State and designated by OAL for publication in the CCR
- Authority and Reference citations
- History Notes
- The Official California Code of Regulations Supplement

The state of California will own the data used to publish the California Code of Regulations and the California Regulatory Notice Register. Pursuant to section 2 of this contract, the contractor will provide to the state of California, upon contract termination at no additional cost, all data in the Master Database in an electronic format that preserves the content of the CCR for future publication.

The state of California expressly reserves the right to use the CCR, its captions, text, and related notations, etc., in any manner that the state so chooses.

The state grants the contractor the exclusive right to publish and use the Official CCR and Notice Register and/or provide the Official CCR and Notice Register to third parties in whatever form and by whatever means it desires, subject to the licensing and royalty

provisions of this contract. All versions of the CCR licensed shall accurately reflect the content of the Official CCR.

The contractor may add editorial enhancements which do not alter the substance of the CCR, CCR Supplement, or Notice Register, and may copyright the editorial enhancements. All expenses of obtaining copyright, either on behalf of the contractor or the state of California, will be the responsibility of the contractor, and copies of any documents pertaining to copyright must be provided to the Director of OAL. OAL and the state of California shall have a royalty-free, worldwide, nonexclusive, perpetual license, for use of all intellectual property rights in all editorial enhancements created by the contractor during the term of this contract. For the purposes of this provision, "use" shall include reproduction or disclosure by OAL or the state for informational purposes or as otherwise required by law, including but not limited to the Public Records Act.

If OAL terminates this CCR publication contract before the anticipated term due to the contractor's breach, default, or abandonment of the CCR and/or Notice Register publications, both OAL and any successor publisher of the CCR and/or Notice Register shall be held harmless for any infringement of the contractor's intellectual property rights in the editorial enhancements, including copyright, relating to action taken by OAL in good faith to facilitate continued publication and availability of the CCR and Notice Register. OAL and any successor publisher shall be held harmless for any such infringement even if the premature termination of the CCR publication contract by OAL is ultimately found to have been without cause. OAL and any successor publisher shall remove any material that infringes on contractor's intellectual property rights as soon as feasible after being notified by contractor of such infringement.

In continuance of its rights under the current contract, upon contract termination or expiration, the contractor may, in its sole discretion, continue using and publishing, in its entirety the CCR data in its possession at the time of termination or expiration, including the Master Index and Master Table of Contents in an unofficial capacity as the contractor deems fit. To facilitate this use, the contractor shall have a non-exclusive, royalty-free, worldwide, perpetual license to make, have made, sell, use, reproduce, modify, adapt, display, distribute, make other versions of and disclose the data in its possession at the time of termination or expiration, and to sublicense others to do these things.

Pre-existing intellectual property: In performing any services or providing any deliverables under this CCR publication contract, the contractor will not use any pre-existing intellectual property including, but not limited to, any trade secret, invention, work of authorship or protectable design that has already been conceived or developed by anyone before the contractor renders any services under this contract, unless the contractor has the right to use it for OAL's benefit. If the contractor is not the owner of such pre-existing intellectual property, the contractor will obtain from the owner any rights necessary to enable the contractor to comply with this agreement. If the contractor uses any pre-existing intellectual property in connection with this agreement, the contractor hereby grants to OAL a non-exclusive, royalty-free, worldwide perpetual license to make, have made, sell, use,

reproduce, modify, adapt, display, distribute, make other versions of and disclose the property and to sublicense others to do these things.

Intellectual property indemnification: The contractor will give OAL notice immediately if at any time the contractor knows or reasonably should know of any third party claim to any pre-existing intellectual property provided by the contractor to OAL pursuant to this agreement. The contractor will indemnify and hold harmless OAL from all liability arising from the contractor's use of such pre-existing intellectual property.

19. Damages

Actual Damages

In the event that the contractor fails to satisfactorily complete or perform the activities it is obligated to perform under the CCR publication contract, the contractor shall be liable for the state's full cost in securing completion of any activities or services needed to publish the CCR and Notice Register and other publications covered by the CCR publication contract. The state shall not be liable for any of the contractor's costs, other than those specifically covered by this contract, in complying with the contract requirements.

20. Audits

In addition to the audit provision contained in the state of California General Terms and Conditions, on written request by OAL, the contractor will allow the Bureau of State Audits, the State Controller or designee of OAL, or in the alternative, an independent certified public accountant who is mutually acceptable to the contractor and OAL to have access to, and to copy, during ordinary business hours and for as many days as required, the contractor's books and financial records as necessary to calculate the royalty for any quarter during the term of this CCR publication contract. If the contractor and OAL cannot agree on the selection of an independent certified public accountant, the contractor and OAL will each select a certified public accountant, and the two accountants will choose a third certified public accountant who will then review the contractor's books and records to determine the amount of the royalty.

The determination of the amount of royalties by the auditor will be final and binding on the contractor and OAL. If the auditor finds any discrepancy between the amount of royalty due and the amount of royalty paid for such quarter, the difference will be paid by the contractor to OAL, or refunded by OAL to the contractor, as the case may be, within 30 working days after written notice of the discrepancy is given to both parties. If the amount of the royalty paid for any quarter is less than 95% of the amount due, the contractor will pay all accounting costs. In all other instances, OAL will pay all accounting costs. The contractor will bear all other costs of access to its books and records.

The auditor will hold the contractor's financial information and trade secrets in confidence and will disclose to OAL only the amount of royalties due OAL and the factual basis for the determination of the amount(s) due.

Audits conducted under this provision shall be in accordance with generally accepted auditing standards.

21. Term; Termination

21.1. Term

The CCR publication contract shall begin January 1, 2021, and have a term of three years, with 2 optional 1-year extensions to be exercised upon mutual agreement of OAL and the contractor.

21.2. Failure to Perform

OAL may terminate this CCR publication contract if the contractor fails to perform the covenants herein contained at the time and in the manner herein provided. In the event of termination, OAL may proceed with the work in any manner deemed proper by OAL. The cost to the state shall be added to any sum due from the contractor to OAL under this CCR publication contract.

Persistent failure to meet publication dates or persistent failure to take corrective actions specified by OAL shall constitute a material breach of the CCR Publication Contract. In the event the contractor fails to perform the CCR publication contract, or a substantial part thereof, the Director of OAL shall provide written notice of the failure and make a reasonable effort to resolve the failure with the contractor. If the contractor's failure is not resolved, OAL may, in its sole judgment reasonably exercised, terminate the contract, in whole or in substantial part, by presenting written notice of termination to the contractor. The notice shall specify the extent to which the contract is terminated and the date upon which such termination becomes effective. Upon termination, OAL will retain all legal remedies available to it, including damages for increased expense on behalf of all subscribers, for the remaining term of the contract.

21.3. Parties' Obligations Upon Termination

If the contract is terminated for any reason other than by the expiration of the term specified in the contract or the term of any extension thereto, the contractor shall deliver or transmit to OAL, within 10 days after termination, the complete Master Database current as of the date of termination. The Master Database shall be provided to OAL in electronic form pursuant to Section 2 of this contract.

If the contract terminates by the expiration of the term specified in the contract or the term of any extension thereto, the contractor shall provide OAL with the Master Database in electronic form pursuant to Section 2 of this contract according to the following schedule: 1) 90 days prior to the anticipated expiration of the term; 2) 30 days prior to the anticipated expiration of the term; and 3) concurrently with the expiration of the term.

Upon termination of this contract for any reason, the contractor loses the right to publish the Official CCR. The contractor agrees, upon OAL's request, to provide to OAL within 10 days of termination, lists in mutually acceptable electronic form of the subscribers to all forms of

the publications covered by this contract, and of all entities granted a license to publish any of the publications covered by this contract. In addition, for a period of sixty (60) days after termination of this contract, the contractor agrees to cooperate with OAL and any successor publisher of the Official CCR to provide information necessary for the continued publication of the Official CCR.

22. Changes

If changes in California law oblige OAL to alter the publication services to be performed under this contract, or to alter the time allowed for performance of services under this contract, and such changes cause an increase in the costs to the contractor, or the time required for the contractor's performance of this contract, OAL and the contractor shall negotiate an equitable adjustment to the compensation, or time of performance, or both, and the contract shall be modified accordingly. Any such modification must be in writing and is subject to the approval of the Department of General Services before it becomes effective.

Any claim by the contractor for equitable adjustment under this provision must be asserted in writing to the director of OAL or designated representative not later than thirty (30) days after the date OAL notifies the contractor of a change in California law, or within such extension as OAL may grant in writing. OAL may, in its sole discretion, consider any such claim regardless of when asserted.

Pending any such equitable adjustment, the contractor shall diligently proceed with the contract as modified. Where the cost of property made excess or obsolete as a result of the change is included in the contractor's claim for equitable adjustment, OAL shall have the right to require the submission of supporting cost data and/or to inspect the contractor's pertinent books and records for the purpose of verifying the contractor's claim and determining the basis for entitlement to an equitable adjustment.

The contractor's claim for equitable adjustment shall be fully supported by factual information and shall separately identify all increases and decreases in costs. The claim shall be submitted by a senior official authorized to bind the contractor in a signed writing that contains the following certification statement: "I certify that the claim is made in good faith, that the supporting data are accurate and complete to the best of my knowledge and belief and that the amount requested to be changed accurately reflects the contract adjustment for which (insert contractor's name here) believes the state is liable."

23. Substitutions

If it becomes necessary for the contractor to substitute any subcontractor, or management, supervisory or key personnel, those substitutions must include replacements with equal or greater qualifications. The contractor shall notify OAL of any key personnel changes as soon as the contractor knows that the change has occurred or will occur. The contractor will take necessary measures to ensure that any staffing changes do not adversely impact OAL or the contractor's publication and related responsibilities under this contract.

24. Severability

Should any provision of this contract be held to be void, invalid, unenforceable or illegal by a court, the validity and enforceability of the other provisions shall not be affected thereby.

25. Waiver/Non-Waiver

Any waiver of the terms and conditions of the CCR publication contract must be in writing. Any single waiver does not imply any future waiver of any terms or conditions. Failure of either party to enforce any provision of this contract shall not constitute or be construed as a waiver of such provision or the right to enforce such provision.

26. Rights of State Agencies

Nothing in this contract shall prevent the state of California or a California state agency from publishing, reproducing, or distributing its own regulations, except that no agency of the state of California may, during the term of this contract, authorize commercial publication of regulations unless the commercial publisher has obtained a license from the contractor.

27. Right of Inspection

The director of OAL or designated representative, shall have a continuing right to inspect, at reasonable intervals, all manufacturing and editorial premises used in performance of the CCR publication contract, including premises occupied by the contractor's subcontractors, if any. The contractor shall provide for such right of inspection in any subcontractors' facilities by arrangements with subcontractors or agents. The contractor shall be responsible for all reasonable expenses relating to any meeting or inspection pursuant to this contract, including reasonable transportation, lodging, and related travel expenses of OAL personnel reasonably necessary to the purpose of any meeting or inspection.

Upon request by the Director of OAL or designated representative, the contractor shall provide one copy of any of its CCR or Notice Register products for inspection by OAL.

28. Subscription Lists

Upon completion or termination of this contract, including premature termination due to a breach, default, abandonment or any other reason, the contractor shall provide a copy to OAL, or to a successor publisher designated by OAL, of each and every subscription list for all contractor's Official CCR products. The copy of each and every subscription list shall include all relevant information reasonably needed by a successor publisher to fulfill subscription obligations. This includes, but is not limited to, the names and addresses of subscribers, types and categories of subscriptions for all Official CCR products for each subscriber, and subscription cost information, including current payment status of all subscribers, and beginning and ending dates of each subscription.

29. Miscellaneous Provisions

29.1. Short Title

This contract shall be referred to by the parties as the "CCR Publication Contract."

29.2. Statutory Requirements

The contractor shall ensure that the content and distribution of all CCR and Notice Register products published pursuant to this contract comply with applicable requirements of the Administrative Procedure Act, including, but not limited to, Government Code sections 11344 and 11344.1.

29.3. Cooperation

Each party shall cooperate with the other party as is reasonably necessary to further the purposes of this contract and the other party's performance hereunder.

29.4. Electronic Submission Plan

The contractor shall work with OAL to devise a format and/or method that will allow for the future electronic transmission of proposed regulation text and notices.

29.5. Marketing and Advertising Of CCR

The contractor shall undertake reasonable efforts to market and advertise the CCR during the term of this contract. The contractor shall keep the Director of OAL advised informally as to the manner in which the CCR is marketed and advertised during the term of the contract. No advertisements shall be published in the Official CCR or in the Internet CCR except with express written permission of the Director of OAL.

30. Entire Agreement

This document constitutes the entire agreement of the parties. However, RFP-CCR-2020 and the contractor's proposal shall be used to establish intent in resolving any ambiguities that may be contained herein.

31. Contract Administration

Subject to the other party's continuing approval, each party shall assign overall responsibility for its performance of this agreement to a contract administrator who is competent in the management and performance of the party's obligations under this agreement. Each party's contract administrator shall be the primary contact for the other party with regard to matters related to this agreement.

The contract administrator for OAL is:

Kevin D. Hull, Senior Attorney

Office of Administrative Law

300 Capitol Mall, Suite 1250

Kevin.Hull@oal.ca.gov

Phone: 916-323-8916

Fax: 916-323-6826

The contractor administrators for the contractor are:

**Contract Administrator
(Contract-Related Issues)**

Anne Barnard, Senior Counsel
Thomson Reuters
610 Opperman Drive
Eagan, MN 55123
anne.barnard@tr.com
Phone: 763.326.7037

**Contract Administrator
(Editorial-Related Issues)**

Rachel Utter, Manager, Content Strategy & Editorial
Thomson Reuters
610 Opperman Drive
Eagan, MN 55123
rachel.utter@tr.com
Phone: 763.326.5495

**Contract Administrator
(Editorial-Related Issues)**

Shannon Petersen, Manager, Content Operations
Thomson Reuters
610 Opperman Drive
Eagan, MN 55123
shannon.petersen@thomsonreuters.com
Phone: 763.326.5520