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PUBLIC.RESOURCE.ORG, INC.

8
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 COUNTY OF SACRAMENTO

11
12 PUBLIC.RESOURCE.ORG, INC.,

13 Petitioners,

14 v.

15 CALIFORNIA OFFICE OF
ADMINISTRATIVE LAW, and the
16 CALIFORNIA BUILDING STANDARDS
COMMISSION,

17 Respondents.
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Case No. 34-2021-80003612

*Assigned for all purposes to
Judge Steven M. Gevercer, Department 27*

**NOTICE OF LODGING OF ADMINISTRATIVE
RECORD**

Date: December 17, 2021

Time: 10:00 a.m.

Dept: 27

Hon. Steven M. Gevercer

Petition filed: March 17, 2021

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TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

PLEASE TAKE NOTICE THAT Petitioner Public.Resource.Org, Inc. hereby lodges with the Court the following Administrative Record materials.

Dated: November 2, 2021

COOLEY LLP

By: /s/ Matthew D. Caplan

Matthew D. Caplan

Attorneys for Petitioner
Public.Resource.Org, Inc.

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Index of Administrative Record Exhibits

Exhibit	Pages	Description
A	1	2010 California Code of Regulations and California Notice of Register Publication Contract
B	2-29	2016-2020 OAL/West CCR Agreement
C	30	Letter from Public.Resource.Org to Office of Administrative Law requesting a copy of Titles 1-5, 7-23 and 25-28 of the California Code of Regulations, dated December 29, 2020
D	31-38	Email thread between Public.Resource.Org to Office of Administrative regarding copies of Titles 1-5, 7-23 and 25-28 of the California Code of Regulations
E	39-40	Response Letter from Public.Resource.Org to Office of Administrative Law requesting a copy of Titles 1-5, 7-23 and 25-28 of the California Code of Regulations, dated February 3, 2021
F	41	Letter from Public.Resource.Org to Building Standards Commission requesting a copy of Title 24 the California Code of Regulations, dated December 29, 2020
G	42	Letter from California Building Standards Commission to Carl Malamud regarding Public Records Act request, dated January 7, 2021
H	43-44	Response Letter from Public.Resource.Org to California Building Standards Commission responding to January 7, 2021 letter, dated January 29, 2021.
I	45-46	Email from Mia Marvelli to Carl Malamud re PRA response, dated March 2, 2021.
J	47-73	Current OAL/West CCR Agreement

259174809

Exhibit A

2020 California Code of Regulations and California Regulatory Notice Register Publication Contract

The Office of Administrative Law (OAL) is responsible for compiling and publishing the Official California Code of Regulations (CCR) and the California Regulatory Notice Register (Notice Register), both in hard copy and online. The current contract for publication of the CCR and Notice Register ends on December 31, 2020. OAL is in the process of soliciting proposals for the publication of the CCR and Notice Register. Information, documents, and status updates on this process can be found below. For inquiries or to request information about process, including being added to the notification list regarding this process, please email CCRcontract@OAL.ca.gov.

October 29, 2020

NOTICE OF INTENT TO AWARD CONTRACT

RFP – CCR – 2020

for the

Publication of the Official California Code of Regulations and the California Regulatory Notice Register

To Whom it may Concern:

Pursuant to the process established by the Request for Proposals issued July 17, 2020 and the Addendum No. 1 issued October 1, 2020 by the Office of Administrative Law (OAL), notice is hereby given that on November 9, 2020, OAL intends to award the publication contract for the Official California Code of Regulations and California Regulatory Notice Register to the contractor named below:

West Publishing Corporation d/b/a West, a Thomson Reuters business

A proposer, prior to the award of the contract, may protest the Notice of Intent to Award on the grounds that OAL failed to follow the procedures specified in California Public Contracting Code, sections 10344 and/or 10345(b). After filing a protest, the protestant has five (5) calendar days to file a detailed written statement of the protest grounds if the original protest did not contain the complete grounds for the protest. (PCC §§ 10345(a)3, 10345(b)(2).) These documents must be submitted to the following addresses by the appropriate deadlines:

Office of Administrative Law, Attn: Kevin D. Hull, Senior Attorney; 300 Capitol Mall, Suite 1250; Sacramento, CA 95814; Fax (916) 323-3826; Email CCRcontract@oal.ca.gov.

Department of General Services, Office of Legal Services, Attn: Protest Coordinator; 707 Third Street, 7th Floor, Suite 7-330; West Sacramento, CA 95605; Fax (916) 376-5088; Email: OLSProtests@dgs.ca.gov.

Any questions or comments regarding this matter should be directed to Kevin D. Hull at (916) 323-8916 or CCRcontract@oal.ca.gov.

Sincerely,

/s/

Kenneth J. Pogue
Director

October 1, 2020: Please take note that on October 1, 2020, OAL issued Addendum No. 1 to RFP-CCR-2020 which is incorporated into RFP-CCR-2020. This addendum consists of the following items: Notice of Addendum; Exhibit 11, Exhibit 12, RFP-CCR-2020 Addendum No. 1 dated 10-1-2020. Copies of these documents are available upon request from the contact person listed below. The following is a summary of the changes made to the original RFP.

1. Adding of Exhibit 11: This is a copy of the current CCR publication contract for 2016 through 2020.
2. Adding of Exhibit 12: Exhibit 12 consists of questions submitted by potential bidders and OAL's responses.
3. RFP Page 10, Section 2.8.4: The .5 point designated for the Electronic CCR has been deleted and added to the points allotted for Publications for County Clerks and Libraries.
4. RFP Section 3.2.9, page 21: Electronic CCR – This section relating to the Electronic CCR has been modified to make publication of the Electronic CCR permissive.
5. RFP Section 3.7: has been modified to remove the requirement to provide OAL with “One (1) subscription to the CD-Rom version of the CCR;”.
6. RFP Section 3.8, page 28: This section has been modified regarding requirements to provide clerks and county libraries copies of the CCR and Notice Register in electronic format.
7. RFP Section 3.10, page 29: Exhibits 11 and 12 have been added to the list of exhibits.
8. RFP Page 46: Section 5 relating to the Electronic CCR has been modified to make publication of the CCR in electronic format permissive.
9. RFP Page 51: Section 11 of the proposed contract has been modified to remove requirement 11(d) to provide OAL with “One (1) subscription to the CD-Rom version of the CCR;”.
10. RFP Page 51: Section 12 regarding publications for County Clerks and Depository Libraries has been modified regarding providing clerks and county libraries copies of the CCR and Notice Register in electronic format.
11. RFP Page 57: The following language in Section 18 in Exhibit D, Special Terms and Conditions of the proposed contract has been removed: “If the contractor declines to obtain a copyright in the editorial enhancements on its own behalf, the contractor shall obtain a copyright in the name of OAL on behalf of the state of California.”
12. RFP Page 60-61: Section 23 of the proposed contract has been modified relating to substitutions of contractors.

Given that the changes included in this Addendum are primarily informative in nature and because any substantive changes are minor or make the RFP less restrictive, OAL is **not** extending the current submission deadline of October 15, 2020.

1. Request for Proposals for Publication of the Official California Code of Regulations and the California Regulatory Notice Register
2. Exhibit 1 – Example Reports to Publisher;
3. Exhibit 2 – Example Text Showing Underline and Strike through;
4. Exhibit 3 – Example CCR Supplement;
5. Exhibit 4 – Example History Notes;
6. Exhibit 5 – Example Notice Register – Number 9-Z-February 28, 2020;
7. Exhibit 6 – Internet CCR Usage Summaries;
8. Exhibit 7 – 2016-2019 Licensing and Royalty Payments;
9. Exhibit 8 – GTC April 2017
10. Exhibit 9 – STD204;
11. Exhibit 10 – CCC 042017.

Requests for the above-referenced documents, as well as any questions regarding the Request for Proposal should be directed to the contact person below.

Kevin D. Hull, Senior Attorney
Office of Administrative Law
300 Capitol Mall, Suite 1250
Sacramento, CA 95814
PH: (916) 323-8916
Fax: (916) 323-6826
E-mail at CCRcontract@oal.ca.gov

July 17, 2020: Please take note that on July 17, 2020, OAL issued the Request for Proposals for Publication of the Official California Code of Regulations and the California Regulatory Notice Register (RFP-CCR-2020). RFP-CCR-2020 is advertised on the California CSCR (Event ID: 0000017004) and consists of the following documents:

1. Request for Proposals for Publication of the Official California Code of Regulations and the California Regulatory Notice Register
2. Exhibit 1 – Example Reports to Publisher;
3. Exhibit 2 – Example Text Showing Underline and Strike through;
4. Exhibit 3 – Example CCR Supplement;
5. Exhibit 4 – Example History Notes;
6. Exhibit 5 – Example Notice Register – Number 9-Z-February 28, 2020;
7. Exhibit 6 – Internet CCR Usage Summaries;
8. Exhibit 7 – 2016-2019 Licensing and Royalty Payments;
9. Exhibit 8 – GTC April 2017
10. Exhibit 9 – STD204;
11. Exhibit 10 – CCC 042017.

Requests for the above-referenced documents, as well as any questions regarding the Request for Proposal should be directed to the contact person below.

Kevin D. Hull, Senior Attorney
Office of Administrative Law
300 Capitol Mall, Suite 1250
Sacramento, CA 95814
PH: (916) 323-8916
Fax: (916) 323-6826
E-mail at CCRcontract@oal.ca.gov

July 17, 2020: Notice of OAL's issuance of RFP-CCR-2020 was published in the General Information portion of the California Regulatory Notice Register on July 17, 2020. Please note that this notice erroneously states that the RFP was issued on July 13, 2020. The actual issuance date is July 17, 2020.

May 8, 2020: OAL is now issuing a Request for Information, inviting all interested persons to provide information or suggestions that may assist OAL in contracting for the future publication of the CCR and Notice Register. The deadline to respond is June 15, 2020. This Request for Information is available upon request by emailing CCRcontract@OAL.ca.gov or can be downloaded at [Request for Information OAL 2020](#).

Contact OAL

Office of Administrative Law
300 Capitol Mall, Suite 1250
Sacramento, CA 95814-4339

Phone: (916) 323-6225
CALNET: (916) 473-6225
Fax: (916) 323-6826
Email: staff@oal.ca.gov

Reference Attorney
Voicemail Line: (916) 323-6815
Email: staff@oal.ca.gov

If you wish to receive notice of proposed rulemakings by OAL, send an email to staff@oal.ca.gov and request to be put on OAL's mailing list.

Related Links

- [CCR Title 24, Building Standards Code](#)
- [Legislative Information](#)
- [DSS Manual of Policies & Procedures](#)
- [California State Agency Index](#)

Exhibit B

ORIGINAL

COPY

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 10/2019)

<input type="checkbox"/> CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED	PAGES	AGREEMENT NUMBER	AMENDMENT NUMBER	Purchasing Authority Number
		OAL CCR CONTRACT 2015	2	OAL-7910

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY NAME

Office of Administrative Law

CONTRACTOR NAME

West Publishing Corporation

2. The term of this Agreement is:

START DATE

January 1, 2016

THROUGH END DATE

December 31, 2020

3. The maximum amount of this Agreement after this Amendment is:

Revenue contract - \$350,000 annual license fee plus 8.1% royalty payment.

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Pursuant to section 2.1 of the OAL CCR CONTRACT 2015, the parties agree to extend the contract by 1 year beginning 1/1/2020 and ending 12/31/2020. This is the second of two optional extensions provided for in Section 21.1 of the original contract.

All other terms and conditions shall remain the same.

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

CONTRACTOR BUSINESS ADDRESS

610 Opperman Drive

CITY

Eagan

STATE

MN

ZIP

55123

PRINTED NAME OF PERSON SIGNING

Donna H. Gies

TITLE

Assistant General Counsel

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

11-22-2019

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

12-2-19

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (if Applicable)

APPROVED

DEC 10 2019

OFFICE OF LEGAL SERVICES
DEPT. OF GENERAL SERVICES

100

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STATE OF CALIFORNIA
STANDARD AGREEMENT AMENDMENT
 STD. 213 A (Rev 8/03)

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED _____ Pages

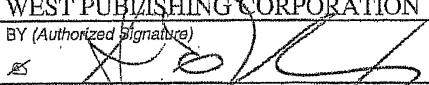
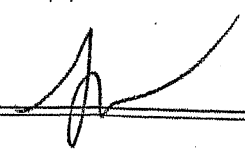
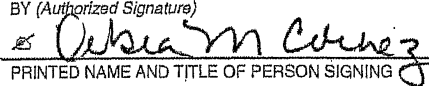
AGREEMENT NUMBER OAL CCR CONTRACT2015	AMENDMENT NUMBER 1
REGISTRATION NUMBER	

ORIGINAL

- This Agreement is entered into between the State Agency and Contractor named below:
 STATE AGENCY'S NAME
OFFICE OF ADMINISTRATIVE LAW
 CONTRACTOR'S NAME
WEST PUBLISHING CORPORATION
- The term of this Agreement is 1/1/2016 through 12/31/2019
- The maximum amount of this Agreement after this amendment is: \$Revenue contract - \$350,000 annual license fee plus 8.1% royalty payment.
- The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:
 Pursuant to section 21.1 of the OAL CCR CONTRACT 2015, the parties mutually agree to extend the contract by one year beginning January 1, 2019 and ending December 31, 2019. This is the first of two optional extensions provided for in Section 21.1 of the contract.

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.) WEST PUBLISHING CORPORATION		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 11/15/18	<div style="border: 2px solid black; padding: 5px;"> <p style="font-weight: bold; font-size: 1.2em;">APPROVED</p> <p style="font-weight: bold; font-size: 1.2em;">NOV 30 2018</p> <p>OFFICE OF LEGAL SERVICES DEPT. OF GENERAL SERVICES</p> </div>
PRINTED NAME AND TITLE OF PERSON SIGNING Alejandro Medrano, Manager, Government Customer Contracts		
ADDRESS 610 Opperman Drive, Eagan, MN 55123		
STATE OF CALIFORNIA		
AGENCY NAME OFFICE OF ADMINISTRATIVE LAW		<input type="checkbox"/> Exempt per: 
BY (Authorized Signature) 	DATE SIGNED (Do not type) 11-19-2018	
PRINTED NAME AND TITLE OF PERSON SIGNING DEBRA M. CORNEZ, Director		
ADDRESS 300 Capitol Mall, Suite 1250, Sacramento, CA 95814		

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 06/03)

AGREEMENT NUMBER OAL CCR CONTRACT 2015
REGISTRATION NUMBER

- This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME OFFICE OF ADMINISTRATIVE LAW
CONTRACTOR'S NAME WEST PUBLISHING CORPORATION
- The term of this Agreement is: 1/1/2016 through 12/31/2018
- The maximum amount of this Agreement is: \$ [Revenue Contract: \$350,000 Annual License Fee + 8.1% Royalty paid to OAL]
- 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.

Exhibit A – Scope of Work	9 page(s)
Exhibit B – Budget Detail and Payment Provisions	2 page(s)
Exhibit C* – General Terms and Conditions	1
Check mark one item below as Exhibit D:	
<input checked="" type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	8 page(s)
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
Exhibit E – Additional Provisions	page(s)

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 www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.



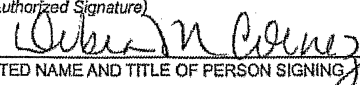
CONTRACTOR		California Department of General Services Use Only  <div style="border: 2px solid black; padding: 5px; margin: 10px auto; width: 150px;"> APPROVED SEP 29 2015 </div> OFFICE OF LEGAL SERVICES DEPT. OF GENERAL SERVICES
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) West Publishing Corporation		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 9/16/2015	
PRINTED NAME AND TITLE OF PERSON SIGNING John S. Nelson, Director, Procurement and Proposal Management		
ADDRESS 610 Opperman Drive, Eagan MN 55123		<input type="checkbox"/> Exempt per:
STATE OF CALIFORNIA		
AGENCY NAME Office of Administrative Law		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 9-9-2015	
PRINTED NAME AND TITLE OF PERSON SIGNING Debra M. Cornez, Director		
ADDRESS 300 Capitol Mall, Suite 1250, Sacramento, CA 95814		

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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. 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 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 consist of material not subject to any claims of ownership or copyright, except those of OAL on behalf of the state of California. 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 the data from the Master Database. 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 2014. 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 2014, No. 42 contains regulations filed with the Secretary of State during the 42nd week of 2014);

and shall publish the weekly CCR Supplement preferably within 15 days but in no event longer than 30 days after OAL sends regulation text for publication.

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 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 shall publish the CCR on CD-ROM, or other successor technology as may otherwise be agreed to by OAL and the contractor, monthly at a minimum. The Electronic CCR shall contain all elements of the Official CCR and shall accurately reflect the complete contents of the Official CCR. The Electronic CCR may, in the contractor's sole discretion, also include other appropriate research references, annotations or other editorial material to which the contractor may retain all intellectual property rights.

6. CCR Products

In addition to selling full sets of the CCR in hardcopy and CD-ROM, 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 in 2014. 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.
- (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 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, Internet Explorer, Mozilla Firefox, Apple Safari and Google Chrome. 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.
- (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. 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 mail. 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 2014. 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.

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 once each week via electronic mail.

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 the CD-Rom version of the CCR;
- (e) One (1) subscription to Annotated California Codes;
- (f) Five (5) copies of each issue of the California Regulatory Notice Register;
- (g) One (1) complete replacement set of CCR binders annually;
- (h) 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 2014 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, subscription to 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, subscription to CD-ROM or other mutually agreeable 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 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 \$350,000.00 and a royalty of 8.1% 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, 2016. 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: Debra Cornez, 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-610) are hereby incorporated by reference and made part of this agreement as if attached hereto. This document can be viewed at <http://www.dgs.ca.gov/pd/Resources/FormsResourcesLibrary.aspx>.

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 Master Database, in all forms, are the sole and exclusive property of the state of California. The copyrights in the Official CCR, Notice Register and the Master Database 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, Notice Register or Master Database be considered a "joint work" as that term is defined in 17 U.S.C. section 101. Except as to editorial enhancements described below, all rights in all copyrightable works prepared by the contractor, either individually or jointly with others, in connection with, or related to, the services performed by the contractor for OAL or the state of California shall belong exclusively to the state of California and shall constitute "works made for hire." The contractor agrees to execute, acknowledge and deliver to OAL, at no cost to the state of California, all documents required to register or otherwise protect such works in the United States or in any other country and to recognize ownership in such works by the state of California, its assignees or designees. 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. If the contractor declines to obtain a copyright in the editorial enhancements on its own behalf, the contractor shall obtain a copyright in the name of OAL on behalf of the state of California. 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.

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

19.1. 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.

19.2. Liquidated Damages

Time is of the essence in the CCR publication contract. It is OAL's intent to have hard copy, electronic and Internet publishing services performed in such a way that the system is kept completely and continuously up-to-date. Delays in publication, inaccurate publication, or a failure by the contractor to cooperate with OAL, will result in damages to the state of California and the public that would be difficult to accurately assess, and for that reason, the CCR publication contract provides for liquidated damages in the amount of \$15,000 for each day of delayed publication of any publication covered by the CCR publication contract, or for each day the contractor fails in a material way to perform its obligations under the contract. The contractor shall pay the state of California for such failures at the sole discretion of the state according to this section.

The purpose of liquidated damages is to ensure adherence to the requirements in the contract. No punitive intention is inherent. OAL will provide written notification to the contractor of each failure to meet a performance requirement. If the failure is not resolved to the satisfaction of OAL within a reasonable warning/correction time period specified by OAL, liquidated damages may be imposed retroactively to the date of failure to perform.

From January 1, 2016 through February 28, 2016, a "grace period" will be in effect during which time the contractor shall perfect its update and production processes for publication of the Official CCR, online CCR and Notice Register. During this period, liquidated damages will not be imposed.

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, 2016, 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 provide OAL with detailed justification documenting the necessity for the substitutions. No substitute subcontractor(s) or personnel are authorized to begin work until the contractor has received written approval from OAL. OAL reserves the right to reject any proposed subcontractor or personnel at any time.

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 Procedures 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-2015 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 administrator for the contractor is: (for contract-related issues)

~~John S. Nelson~~ Kris Wendorff
~~Director, Procurement and Proposal Management~~, Contracts Counsel
Office of General Counsel
Thomson Reuters
610 Opperman Drive
Eagan, MN 55123
Phone: 651-687-4400 x 4391
Fax: 651-687-5686
~~XXXXXXXXXXXXXXXXXXXX~~ kris.wendorff@thomsonreuters.com
~~XXXXXXXXXXXXXXXXXXXX~~
thomsonreuters.com

JSN
OMC

Project Administrators (for day-to-day project or account issues):

William McKay, Business Manager
Thomson Reuters
50 California Street
San Francisco, CA 94111
Phone: 415.344.5193
Fax: 415.344.3906
william.mckay@thomsonreuters.com

Stefan Vasiliou, Managing Editor
Thomson Reuters
50 California Street
San Francisco, CA 94111
Phone: 415.344.3937
Fax: 415.344.3906
stefan.vasiliou@thomsonreuters.com

JSN
OMC

Exhibit C



PUBLIC.RESOURCE.ORG ~ A Nonprofit Corporation

Open Source “America’s Operating System”

“It’s Not Just A Good Idea—It’s The Law!”

December 29, 2020

Office of Administrative Law
300 Capitol Mall, Suite 1250
Sacramento, CA 95814-4339

Re: California Public Records Act Request (via email to staff@oal.ca.gov)

Dear Office of Administrative Law:

Under the California Public Records Act (Government Code § 6250 et seq.) and Article I, § 3(b) of the California Constitution, I write to request a copy of Titles 1–5, 7–23, and 25–28 of the California Code of Regulations.

The contents of these Titles are public records under Government Code § 6252(e) (“Public records’ includes any writing containing information relating to the conduct of the public’s business prepared, owned, used, or retained by any state or local agency regardless of physical form or characteristics.”).

Please provide these records in all formats in your possession, including (but not limited to) structured, machine-readable digital formats, such as XML or PDF files. Under Government Code § 6250(a)(1), you must provide these records in “any electronic format in which [you] hold[] the information.” Additionally, Government Code § 6250(a)(2) directs you to “provide a copy of an electronic record in the format requested if the requested format is one that has been used by [you] to create copies for [your] own use or for provision to other agencies.” Thus, you must provide copies of these records in all formats that you hold, use, or provide to other agencies.

If you determine that any material is exempt from disclosure, please specify the exemption within 10 days, as required by Government Code § 6253.1(c). If you believe that an exemption is discretionary, please state why you are withholding the information. If, for any reason, you refuse to disclose any part of these records, Government Code § 6255 requires you to explain why.

Please provide a determination on this request within 10 days, as required by Government Code § 6253(c).

If needed, please contact me at (707) 385-1617 or carl@media.org. Please notify me of any duplication costs exceeding \$100 before you duplicate the records so that I may decide which records I want copied.

Sincerely,

DocuSigned by:

E80A36AECAF6462...

Carl Malamud
Public.Resource.Org, Inc.

cc: Matthew Caplan, Cooley LLP
Joseph D. Mornin, Cooley LLP
Ryan T. O’Hollaren, Cooley LLP
David Halperin, Of Counsel, Public Resource

Exhibit D

From: Escobar, Steven@OAL <Steven.Escobar@oal.ca.gov>
Sent: Tuesday, March 2, 2021 3:55 PM
To: 'Carl Malamud'
Cc: 'David Halperin'; Caplan, Matt; Mornin, Joe; O'Hollaren, Ryan T.
Subject: RE: California Public Records Act request to the Office of Administrative Law

[External]

Dear Mr. Malamud,

In our prior responses on January 22, 2021, February 17, and February 26, 2021, OAL identified the electronic formats in which OAL has the CCR and identified options for making it available to you. On February 24, 2021, you subsequently requested a copy of "a CCR Master Database." OAL responds to this request as follows:

OAL does not have a copy of a CCR Master Database.

OAL does not have the CCR in any other electronic format other than that previously identified and, therefore, OAL considers our response to your Public Records Act request complete. Please let us know if you are interested in any of the formats previously identified so that we can work with you to coordinate inspection or copying.

Sincerely,

Steven Escobar
Senior Attorney
Office of Administrative Law
Phone: (916) 324-6948
Fax: (916) 323-6826
E-Mail: steven.escobar@oal.ca.gov

From: Escobar, Steven@OAL
Sent: Friday, February 26, 2021 9:56 AM
To: 'Carl Malamud' <carl@media.org>
Cc: David Halperin <davidhalperindc@gmail.com>; Caplan, Matt <mcaplan@cooley.com>; Mornin, Joe <jmornin@cooley.com>; O'Hollaren, Ryan T. <rohollaren@cooley.com>
Subject: RE: California Public Records Act request to the Office of Administrative Law

Dear Mr. Malamud,

Thank you for your email dated February 19, 2021, which was in response to OAL's email response dated February 17, 2021. In your February 19, 2021 email, you raised several additional questions. Below, those questions are restated along with OAL's responses to each question immediately following.

1. When you say you will provide us the contents of CD-ROM, I wasn't sure what that means. Will you send us a CD or DVD? Will you extract the .rtf files and graphics files

and send them to us? Or, could we come to your office with a laptop to use your CDs there and extract the files ourselves? Or, perhaps you were going to print out the documents?

OAL will make the contents of the CD ROM available in whichever manner you choose, so long as OAL has the capability to do so. Please note that OAL cannot directly copy the entire disc, therefore, copying the contents of the CD ROM by OAL, whether copying and pasting into a separate file or printing each section, will take a considerable amount of time for which OAL will need to be compensated consistent with the PRA. It may be most efficient and cost effective if you come to OAL's office and use your computers to extract the desired content yourselves.

2. My discussions with your vendor about purchasing the electronic files was that they no longer sell the CD-ROM product. I believe that means that any CCR you allow us to inspect will be considerably out of date. Do you happen to know the most recent date of the CD-ROMs you do have?

As stated in OAL's prior response, the most recent CD ROM that OAL has is current through October 16, 2020.

3. When you say you do not have an electronic copy, how does the company posting the CCR online get the CCR and its updates? Does the company get the files directly from the agencies? Or does the company read the Register and then make the updates?

Final regulatory changes that are approved by OAL for publication in the CCR are in hard copy. Each day that regulations are approved by OAL for publication, Thomson Reuters sends a courier to OAL to pick up hard copies of those regulations. OAL does not provide the regulatory changes to Thomson Reuters in electronic format nor does Thomson Reuters get the official changes directly from the rulemaking agencies.

4. If OAL doesn't have an electronic copy, are you aware of other agencies in the government that do have it?

OAL does not know whether any other state agencies have electronic copies of the official CCR in their possession.

Once again, please let us know if you have any questions or how you would like to proceed. We also received your subsequent request of February 24, 2021 and will be responding to that request separately.

Sincerely,

Steven Escobar

Senior Attorney

Office of Administrative Law

Phone: (916) 324-6948

Fax: (916) 323-6826

E-Mail: steven.escobar@oal.ca.gov

From: Carl Malamud <carl@media.org>

Sent: Wednesday, February 24, 2021 9:59 AM

To: Escobar, Steven@OAL <Steven.Escobar@oal.ca.gov>

Cc: David Halperin <davidhalperindc@gmail.com>; Caplan, Matt <mcaplan@cooley.com>; Mornin, Joe <jmornin@cooley.com>; O'Hollaren, Ryan T. <rohollaren@cooley.com>

Subject: Re: California Public Records Act request to the Office of Administrative Law

Dear Mr. Escobar -

I was just checking in to see if you had received my messages with a few quick questions. As you know from my previous letter, we were hoping get an answer by this Friday. Understood you may be busy!

There is one thing that puzzles me however. I know you are offering inspection of the CD-ROMs, but those are out-of-date. But, my understanding of how this all works is the CCR is stored in a CCR Master Database, which is current. That certainly is an electronic record and would suit our purposes just fine. Can't you just make us a copy of that?
Looking forward to hearing from you soon!

With best regards,
Carl Malamud

On Fri, Feb 19, 2021 at 1:06 PM Carl Malamud <carl@media.org> wrote:

Dear Mr. Escobar -

Thank you for your email of February 17. I'm familiar with the CD-ROM product, which I subscribed to in 2012 and 2013. We were translating the CCR into HTML files and making them available for people to read on the Internet. I stopped my subscription because I couldn't afford the cost. One of the goals of Public Resource is to make the regulations of all 50 states available in a common format to allow people to access the documents if they are visually impaired, to allow people to compare changes in regulations across time, to allow people to similar regulations in different states, and of course to download in bulk all the state regulations to build other sites.

My understanding of the CD-ROM product, at least in 2012, was that I could extract an "rtf" word processing file for each title. In addition, I was able to get "tif" images for graphics included in the CCR. My experience was that the rtf format was very rudimentary, I seem to remember the CD came with terms of use, and it was terribly difficult to map the graphic files to the rtf word processing files once they were out of the proprietary interface.

I did have a few quick questions for you.

1. When you say you will provide us the contents of CD-ROM, I wasn't sure what that means. Will you send us a CD or DVD? Will you extract the .rtf files and graphics files and send them to us? Or, could we come to your office with a laptop to use your CDs there and extract the files ourselves? Or, perhaps you were going to print out the documents?
2. My discussions with your vendor about purchasing the electronic files was that they no longer sell the CD-ROM product. I believe that means that any CCR you allow us to inspect will be considerably out of date. Do you happen to know the most recent date of the CD-ROMs you do have?
3. When you say you do not have an electronic copy, how does the company posting the CCR online get the CCR and its updates? Does the company get the files directly from the agencies? Or does the company read the Register and then make the updates?
4. If OAL doesn't have an electronic copy, are you aware of other agencies in the government that do have it?

Thanks very much for your time. If you prefer a zoom call or phone call, we could do that. Email works fine for me however if that is convenient!

With best regards,

Carl

On Wed, Feb 17, 2021 at 5:58 PM Escobar, Steven@OAL <Steven.Escobar@oal.ca.gov> wrote:

Dear Mr. Malamud:

On December 29, 2020, you emailed the Office of Administrative Law ("OAL") Reference Attorney, in which you requested copies of Titles 1 through 5, 7 through 23, and 25 through 28 of the California Code of Regulations (the "CCR"). Specifically, you requested that OAL "provide these records in all formats in [our] possession, including (but not limited to) structured, machine-readable digital formats, such as XML or PDF files." On January 8, 2021, OAL notified you that we would respond within the additional 14-days pursuant to

Government Code section 6253, subdivision (c). OAL subsequently responded (see below) on January 22, 2021, which included guidance as to the formats in which OAL holds the CCR and sought further clarification of what records you were interested in receiving. On February 3, 2021, you clarified that you were seeking all electronic versions of the referenced titles. We therefore respond as follows:

As OAL mentioned in its January 22, 2021, response, in addition to the hard copy and online version of the CCR, OAL has historical versions of the requested titles. These historical versions are contained on CD ROM and constitute the only electronic format in which OAL holds the information. The most recent version OAL has is dated November 2020 and is current through October 16, 2020. OAL no longer receives the CCR on CD ROM and this CD ROM is the last one OAL expects to receive. OAL also has various prior versions of the CCR on CD ROM. Based on OAL's examination of the November 2020 CD ROM, the regulatory content of the CD ROM is the same as that which is available online, however, it is current only through October 16, 2020, whereas the online version is updated weekly. Please note that upon OAL's review of this CD ROM, it is OAL's understanding that the contents of the CD ROM cannot be copied in whole and transferred to another storage device. It is OAL's understanding that in order to copy or produce the regulatory content of the CD ROM, each section would need to be manually extracted and copied from the CD ROM individually.

Other than the CD ROMs discussed above, OAL does not have the requested CCR titles in the electronic format(s) requested, including in a structured, machine-readable XML or PDF file. OAL staff uses the on-line version and the hard copy CCR. If you would like the contents of any of the CD ROMs, please let us know so that we can coordinate inspection or copying in accordance with the Public Records Act.

Please let us know if you have any questions or how you would like to proceed.

Sincerely,

Steven Escobar

Senior Attorney

Office of Administrative Law

Phone: (916) 324-6948

Fax: (916) 323-6826

E-Mail: steven.escobar@oal.ca.gov

From: Carl Malamud <carl@media.org>

Sent: Wednesday, February 3, 2021 12:07 PM

To: Escobar, Steven@OAL <Steven.Escobar@oal.ca.gov>

Cc: David Halperin <davidhalperindc@gmail.com>; Caplan, Matt <mcaplan@cooley.com>; Mornin, Joe

<jmornin@cooley.com>; O'Hollaren, Ryan T. <rohollaren@cooley.com>

Subject: Re: California Public Records Act request to the Office of Administrative Law

Dear Mr. Escobar -

Please find attached a letter in response to your January 22 electronic mail.

Please don't hesitate to contact me if you have any questions.

With best regards,

Carl Malamud

On Fri, Jan 22, 2021 at 11:34 AM Escobar, Steven@OAL <Steven.Escobar@oal.ca.gov> wrote:

Dear Mr. Malamud:

This is in response to the e-mail you sent to the Office of Administrative Law ("OAL") Reference Attorney on December 29, 2020, in which you requested copies of Titles 1 through 5, 7 through 23, and 25 through 28 of the California Code of Regulations (the "CCR"). Specifically, you requested that OAL "provide these records in all formats in [our] possession, including (but not limited to) structured, machine-readable digital formats, such as XML or PDF files." On January 8, 2021, we responded to your request and invoked the 14-day extension to respond pursuant to Government Code section 6253, subdivision (c). Our follow-up response is below.

The most up-to-date version of the CCR Titles you request are available online at <https://govt.westlaw.com/calregs/Index>. We also have the Titles you request in hard copy, which are considered the "official version" of the CCR. They comprise 38 volumes plus the Master Index. We can provide a paper copy of these records at a cost of \$0.20 per page. If you desire an electronic copy, we can also scan each page of the print version of the CCR into PDF files and provide those files to you. However, scanning each page of the print version of the CCR into PDF would be very time consuming and include additional costs, as there are over 29,000 pages in the print version of the CCR when you include the Master Index. OAL estimates that it would take approximately two to four weeks for one of our office technicians to scan this number of pages, and the cost of the office technician's time would need to be paid by you. If you choose to have OAL scan each page of the print version of the CCR into PDF files, please inform us of your request, as we will only begin scanning pages upon your specific request and payment of fees.

In addition, we also have historical versions of the CCR that we retain but that are not as up-to-date as those that you will find in the on-line version. All past versions are a snapshot in time of what was published during a particular period. We anticipate that you are looking for the most recent version of what is published, and therefore, suggest the online version. If this is not what you are seeking, please clarify what additional records you are looking for and we will let you know if we have them.

If you need help searching the online CCR, please contact the OAL Reference Attorney at staff@oal.ca.gov, or the Thomson Reuters technical support, which is on the same contact page as provided above.

Please let us know if we can be of further assistance.

Sincerely,

Steven Escobar

Senior Attorney

Office of Administrative Law

Phone: (916) 324-6948

Fax: (916) 323-6826

E-Mail: steven.escobar@oal.ca.gov

From: Carl Malamud <carl@media.org>

Sent: Friday, January 8, 2021 5:26 PM

To: Escobar, Steven@OAL <Steven.Escobar@oal.ca.gov>

Cc: David Halperin <davidhalperindc@gmail.com>; Caplan, Matt <mcaplan@cooley.com>; Mornin, Joe <jmornin@cooley.com>; O'Hollaren, Ryan T. <rohollaren@cooley.com>

Subject: Re: California Public Records Act request to the Office of Administrative Law

Dear Mr. Escobar:

Thank you for your note. We are happy to wait until January 22 for your response.

Best regards,

Carl Malamud

On Fri, Jan 8, 2021 at 5:20 PM Escobar, Steven@OAL <Steven.Escobar@oal.ca.gov> wrote:

Dear Mr. Malamud:

This is in response to the e-mail you sent to the Office of Administrative Law ("OAL") Reference Attorney on December 29, 2020, in which you requested copies of Titles 1 through 5, 7 through 23, and 25 through 28 of the California Code of Regulations (the "CCR"). Specifically, you requested that OAL "provide these records in all formats in [our] possession, including (but not limited to) structured, machine-readable digital formats, such as XML or PDF files" (your "CPRA Request").

Agencies are permitted to extend the date for responding to a public records request for fourteen days beyond the original 10-day deadline under specified circumstances. (Govt. Code, § 6253, subd. (c).) Your request was received by this office on December

29, 2020 and the initial deadline of our response therefor is January 8, 2021. Fourteen days beyond this date is January 22, 2021.

In this instance, an extension is needed as OAL needs to search for, collect, and appropriately examine a voluminous amount records, and consult with various individuals within OAL to respond to your CPRA request. We will provide a further response on or before January 22, 2021.

Sincerely,

Steven Escobar

Senior Attorney

Office of Administrative Law

Phone: (916) 324-6948

Fax: (916) 323-6826

E-Mail: steven.escobar@oal.ca.gov

CONFIDENTIALITY NOTICE: This e-mail from the State of California, with its contents and attachments, is solely for the use of the intended recipient and may contain confidential and privileged information. Unauthorized interception, review, copying, distribution, use, disclosure or reliance is prohibited. If you are not the intended recipient, please contact the sender and destroy all copies of this e-mail.

From: Escobar, Steven@OAL

Sent: Friday, January 1, 2021 6:49 PM

To: 'Carl Malamud' <carl@media.org>

Cc: David Halperin <davidhalperindc@gmail.com>; Caplan, Matt <mcaplan@cooley.com>; Mornin, Joe <jmornin@cooley.com>; O'Hollaren, Ryan T. <rohollaren@cooley.com>

Subject: RE: California Public Records Act request to the Office of Administrative Law

Hi Carl,

This e-mail is to acknowledge receipt of your request.

Sincerely,

Steven Escobar

Senior Attorney

Office of Administrative Law

Phone: (916) 324-6948

Fax: (916) 323-6826

E-Mail: steven.escobar@oal.ca.gov

From: Carl Malamud <carl@media.org>

Sent: Tuesday, December 29, 2020 12:00 PM

To: OAL Reference Attorney <OALReferenceAttorney@oal.ca.gov>

Cc: David Halperin <davidhalperinc@gmail.com>; Caplan, Matt <mcaplan@cooley.com>; Mornin, Joe <jmornin@cooley.com>; O'Hollaren, Ryan T. <rohollaren@cooley.com>

Subject: California Public Records Act request to the Office of Administrative Law

Dear Sir/Madam -

Please find attached a California Public Records Act request to the Office of Administrative Law. I would appreciate it if you would acknowledge receipt.

With best regards,

Carl Malamud, President

Public.Resource.Org, Inc.

Exhibit E



PUBLIC.RESOURCE.ORG ~ A Nonprofit Corporation

Open Source “America’s Operating System”

“It’s Not Just A Good Idea—It’s The Law!”

February 3, 2021

Steven Escobar
Office of Administrative Law
300 Capitol Mall, Suite 1250
Sacramento, CA
95814-4339
steven.escobar@oal.ca.gov

Re: California Public Records Act Request

Dear Mr. Escobar:

I write in response to your [January 22, 2021 email response](#) to my California Public Records Act (“PRA”) request for electronic copies of Titles 1 through 5, 7 through 23, and 25 through 28 of the California Code of Regulations (the “CCR”).

We understand from your response that you possess the documents and information that we’ve requested, but that you are refusing to produce them. In so doing, the PRA places the burden on you to prove that disclosure is not warranted – either through a statutory exemption, or based on the public interest. *Becerra v. Superior Court*, 44 Cal. App. 5th 897, 914 (2020), review denied (May 13, 2020); *Long Beach Police Officers Assn. v. City of Long Beach*, 59 Cal.4th 59, 70 (2014); *County of Los Angeles v. Superior Court*, 211 Cal.App.4th 57, 63 (2012); § 6255. Your letter did neither.

Instead, your letter ignores the PRA and offers to provide paper copies or scanned PDFs of paper copies. Neither option satisfies your duties under the PRA.

First, your letter states that the CCR is available online at <https://govt.westlaw.com/calregs/Index>. This does not satisfy your duty to provide electronic copies in every electronic format (1) in which you hold the information or (2) that you use to create copies for your own use or to provide to other agencies. *Cal. Gov. Code §§ 6253.9(a)(1)* (“The agency shall make the information available in any electronic format in which it holds the information.”), (a)(2) (“Each agency shall provide a copy of an electronic record in the format requested if the requested format is one that has been used by the agency to create copies for its own use or for provision to other agencies.”). When a request is made, “the agency may charge the cost to construct a record,” but it must produce a compliant electronic copy to the requestor. *Cty. of Santa Clara v. Superior Court*, 170 Cal. App. 4th 1301, 1336 (2009). Your letter identifies no authority to the contrary. And indeed, none exists.

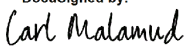
Moreover, the CCR version on the website you provided is not “publicly available” within the meaning of the PRA. This version is not “publicly available” because it imposes “end user restrictions” that “are incompatible with the purposes and operation of the CPRA.” *Cty. of Santa Clara*, 170 Cal. App. 4th at 1334. For instance, it is constrained by terms of use that restrict users’ activity (<https://legal.thomsonreuters.com/en/legal-notices/terms-of-use>) a privacy policy governing the use of personal information (<https://www.thomsonreuters.com/en/privacy-statement.html>), and a cookie policy requiring users to enable first-party and third-party cookies to access the CCR (<https://www.thomsonreuters.com/en/privacy-statement.html#cookies>).

Second, paper copies and scanned PDFs are insufficient. The PRA clearly states that you must produce electronic copies in the electronic format (1) in which you hold the information or (2) that you use to create copies for your own use or to provide to other agencies. *Cal. Gov. Code §§ 6253.9(a)(1)–(2)*. Your letter does not state that you only possess paper copies of the CCR. Nor does your letter state that you do not possess copies in the file types that I requested:

“structured, machine-readable digital formats, such as XML or PDF files.” To be sure, a scanned PDF of a paper document is not a “structured, machine-readable digital format.” Thus, your response is inconsistent with your obligations to provide the information in an electronic format in which you hold it (or which you use to provide the CCR to other agencies) and fails to respond to my request for the information in a structured, machine-readable format. If your office possesses other electronic formats of the CCR—which I am convinced that you do—then the PRA mandates that you disclose those records to me in each of those electronic formats.

Please provide copies of Titles 1 through 5, 7 through 23, and 25 through 28 in every electronic format in your possession—including (without limitation) structured, machine-readable formats, such as XML files—by February 17. If you withhold any materials, please identify them and state the basis for your decision to withhold them, as required by Government Code § 6253(c). In the event we do not satisfactorily resolve this issue by February 26, I will authorize my attorneys to initiate writ proceedings to challenge the OAL’s refusal to provide me with these public records.

With best regards,

DocuSigned by:

E80A36AECAF6462...
Carl Malamud, President
Public Resource



cc: Matthew Caplan, Cooley LLP
Joseph D. Mornin, Cooley LLP
Ryan T. O’Hollaren, Cooley LLP
David Halperin, Of Counsel, Public Resource

Exhibit F



PUBLIC.RESOURCE.ORG ~ A Nonprofit Corporation

Open Source “America’s Operating System”

“It’s Not Just A Good Idea—It’s The Law!”

December 29, 2020

Office of Public Affairs
Department of General Services
707 3rd Street, 8th Floor
West Sacramento, CA 95605

Re: California Public Records Act Request (via email to DGSPublicAffairs@dgs.ca.gov)

Dear Office of Public Affairs:

Under the California Public Records Act (Government Code § 6250 et seq.) and Article I, § 3(b) of the California Constitution, I write to request a copy of Title 24 of the California Code of Regulations.

The contents of Title 24 are public records under Government Code § 6252(e) (“Public records’ includes any writing containing information relating to the conduct of the public’s business prepared, owned, used, or retained by any state or local agency regardless of physical form or characteristics.”).

Please provide these records in all formats in your possession, including (but not limited to) structured, machine-readable digital formats, such as XML or PDF files. Under Government Code § 6250(a)(1), you must provide these records in “any electronic format in which [you] hold[] the information.” Additionally, Government Code § 6250(a)(2) directs you to “provide a copy of an electronic record in the format requested if the requested format is one that has been used by [you] to create copies for [your] own use or for provision to other agencies.” Thus, you must provide copies of these records in all formats that you hold, use, or provide to other agencies.

If you determine that any material is exempt from disclosure, please specify the exemption within 10 days, as required by Government Code § 6253.1(c). If you believe that an exemption is discretionary, please state why you are withholding the information. If, for any reason, you refuse to disclose any part of these records, Government Code § 6255 requires you to explain why.

Please provide a determination on this request within 10 days, as required by Government Code § 6253(c).

If needed, please contact me at (707) 385-1617 or carl@media.org. Please notify me of any duplication costs exceeding \$100 before you duplicate the records so that I may decide which records I want copied.

Sincerely,

DocuSigned by:

E80A36AECAF6462...

Carl Malamud
Public.Resource.Org, Inc.

cc: Matthew Caplan, Cooley LLP
Joseph D. Mornin, Cooley LLP
Ryan T. O’Hollaren, Cooley LLP
David Halperin, Of Counsel, Public Resource

Exhibit G

January 7, 2021

VIA EMAIL
Mr. Carl Malamud
carl@media.org

Dear Mr. Malamud:

The California Building Standards Commission (CBSC) received your Public Records Act request (enclosed) on December 29, 2020 for records on file at our office.

Upon review of your PRA request it appears you are requesting a free copy of the 2019 California Building Standards Code (Title 24, California Code of Regulations).

The 2019 Title 24 is available for public inspection at the CBSC office pursuant to Health and Safety Code Section 18942. Additionally, most [state document depository libraries](#) have a set available, or your local city or county building or planning department may have a printed copy of Title 24 available for public viewing and/or copying. Title 24 may also be viewed online free of charge via the [CBSC](#) website. Individual parts or a full set of Title 24 may be purchased from the [International Code Council](#), [International Association of Plumbing and Mechanical Officials](#) (Parts 4 & 5) or the [National Fire Protection Association](#) (Part 3).

CBSC does not have the publishing rights to Title 24 and therefore cannot provide free copies to the public. This is because Title 24 is based on and includes model codes produced by the publishing entities, and they then publish California's codes, retaining copyright protections. Please contact the publisher(s) of the code books (linked above) to obtain a complete copy.

If you have any questions or need further information you may contact me by telephone at (916) 263-0916 or by email at cbsc@dgs.ca.gov.

Sincerely,



Michael Nearman, Deputy Executive Director
California Building Standards Commission

Enclosure: December 29, 2020 PRA request email

cc: CBSC Chron File
Department of General Services—Office of Public Affairs
Department of General Services—Office of Legal Services

Exhibit G - 000042

Exhibit H



PUBLIC.RESOURCE.ORG ~ A Nonprofit Corporation

Open Source “America’s Operating System”

“It’s Not Just A Good Idea—It’s The Law!”

January 29, 2021

Michael Nearman
Deputy Executive Director
California Building Standards Commission
2525 Natomas Park Drive, Suite 130
West Sacramento, CA 95833
michael.Nearman@dgs.ca.gov

Re: California Public Records Act Request

Dear Mr. Nearman:

I write in response to your [January 7, 2021](#) letter in response to my California Public Records Act (“PRA”) request for electronic copies of Title 24 of the California Code of Regulations.

We understand from your response that you possess the documents and information that we’ve requested, but that you are refusing to produce them. In so doing, the PRA places the burden on you to prove that disclosure is not warranted – either through a statutory exemption, or based on the public interest. *Becerra v. Superior Court*, 44 Cal. App. 5th 897, 914 (2020), review denied (May 13, 2020); *Long Beach Police Officers Assn. v. City of Long Beach*, 59 Cal.4th 59, 70 (2014); *County of Los Angeles v. Superior Court*, 211 Cal.App.4th 57, 63 (2012); § 6255. Your letter did neither. Nowhere in the PRA – or any other California law, for that matter – are private interests, such as those of publishers, favored over California’s constitutional right to publicly access the law of the land. Here, Title 24 of the California Code of Regulations is unambiguously a public record subject to disclosure, and no exemption or public interest applies. The justifications for withholding listed in your letter are insufficient, and inconsistent with both the text and spirit of the PRA and applicable law.

First, you state that print editions of Title 24 are available for inspection at certain locations, and can be purchased (in whole or part) from private organizations. This does not satisfy your duty to provide electronic copies upon request under the PRA. See Cal. Gov. Code § 6253.9(a) (“any agency that has information that constitutes an identifiable public record not exempt from disclosure pursuant to this chapter that is in an electronic format shall make that information available in an electronic format when requested by any person”). Nowhere does the PRA say that making rival versions of the records available at select libraries and state buildings exempts the agency from complying with PRA requests. When a request is made, “the agency may charge the cost to construct a record,” but it must produce a compliant electronic copy to the requestor. *Cty. of Santa Clara v. Superior Court*, 170 Cal. App. 4th 1301, 1336 (2009). Your letter identifies no authority to the contrary. And indeed, none exists.

Second, you state that Title 24 can be viewed on the Building Standards Commission (“BSC”) website. This does not satisfy your duty to provide electronic copies in every electronic format (1) in which you hold the information or (2) that you use to create copies for your own use or to provide to other agencies. Id. [§§ 6253.9\(a\)\(1\)](#) (“The agency shall make the information available in any electronic format in which it holds the information.”), (a)(2) (“Each agency shall provide a copy of an electronic record in the format requested if the requested format is one that has been used by the agency to create copies for its own use or for provision to other agencies.”).

Moreover, the version of Title 24 on the BSC website is not “publicly available” within the meaning of the PRA. You provided a link to <https://www.dgs.ca.gov/BSC/Codes>, which directs visitors to view Title 24 on the proprietary website of International Code Council, Inc. at <https://codes.iccsafe.org/>. This version is not “publicly available” because it imposes severe “end user restrictions” that “are incompatible with the purposes and operation of the CPRA.” *Cty. of Santa Clara*, 170 Cal. App. 4th at 1334. For instance, the “Basic” access level only provides read-only

access in a proprietary format. For further access and functionality—such as the ability to copy, paste, print, and search—a reader must buy a subscription, priced between \$216 and \$865 per year. Such licensing schemes and end user agreements have been squarely rejected by the California Court of Appeal. Id. at 1334.

Third, you state that “CBSC does not have the publishing rights to Title 24 and therefore cannot provide free copies to the public” because “Title 24 is based on and includes model codes produced by the publishing entities, and they then publish California’s codes, retaining copyright protections.” This is not a valid basis to withhold materials in response to a PRA request. As noted above, an agency “shall make the information available in any electronic format in which it holds the information.” [Cal. Gov. Code § 6253.9\(a\)\(1\)](#). Any refusal to provide public records on the basis of copyright protection must be supported by express statutory authority. Cty. of Santa Clara, 170 Cal. App. 4th at 1333 (because no “express authorization to secure copyrights” existed for GIS data, the county could not assert copyright protection as a basis for nondisclosure); City of Inglewood v. Teixeira, No. CV-15-01815-MWF (MRWx), 2015 U.S. Dist. LEXIS 114539, at *8-9 (C.D. Cal. Aug. 20, 2015) (because the city could identify “no affirmative grant of authority that permits it to obtain and assert a copyright for the City Council Videos,” the court held that the city could not withhold the videos on copyright grounds).

Your letter points to no authority to support the notion that any alleged copyright interest in Title 24, even if valid, would prevent BSC from producing such records in response to the PRA request. This is because none exists. In fact, the California Court of Appeal has held that assertions of copyright protections over public records were inconsistent with the PRA: “The same persuasive reasoning applies to the interplay between copyright law and California’s public records law, with the result that unrestricted disclosure is required. Doing so effectuates the purpose of the statute, which is ‘increasing freedom of information by giving members of the public access to information in the possession of public agencies.’” Cty. of Santa Clara, 170 Cal. App. 4th at 1335 (citing *Microdecisions, Inc. v. Skinner*, 889 So. 2d 871, 876 (Fla. Dist. Ct. App. 2004)).

Please provide copies of Title 24 in every electronic format in your possession—including (without limitation) structured, machine-readable formats, such as XML files—by February 12. If you withhold any materials, please identify them and state the basis for your decision to withhold them, as required by Government Code § 6253(c).

In the event we do not satisfactorily resolve this issue by February 26, I will authorize my attorneys to initiate writ proceedings to challenge the BSC’s refusal to provide me with these public records.

With best regards,

DocuSigned by:
Carl Malamud

E80A36AECAF6462...

Carl Malamud, President
Public Resource



DS

- cc: Matthew Caplan, Cooley LLP
- Joseph D. Mornin, Cooley LLP
- Ryan T. O’Hollaren, Cooley LLP
- David Halperin, Of Counsel, Public Resource

Exhibit I

From: Marvelli, Mia@DGS <Mia.Marvelli@dgs.ca.gov>
Sent: Tuesday, March 2, 2021 4:11 PM
To: carl@media.org
Cc: Mills, Laura@DGS; Nearman, Michael@DGS; DGS Public Affairs@DGS; davidhalperindc@gmail.com; Caplan, Matt; Mornin, Joe; O'Hollaren, Ryan T.
Subject: FW: Response to December 29, 2020 Public Records Act Request
Attachments: PRA-10-20 Response-01-07-21.pdf

[External]

Dear Mr. Malamud,

BSC stands by its original response letter and there will be no additional response.

Sincerely,

Mia Marvelli, Executive Director
she/her
California Building Standards Commission
dgs.ca.gov/BSC
916-263-0916

From: Carl Malamud <carl@media.org>
Sent: Wednesday, February 24, 2021 10:45 AM
To: Mills, Laura@DGS <Laura.Mills@dgs.ca.gov>
Cc: Nearman, Michael@DGS <Michael.Nearman@dgs.ca.gov>; DGS Public Affairs@DGS <DGSPublicAffairs@dgs.ca.gov>; David Halperin <davidhalperindc@gmail.com>; Caplan, Matt <mcaplan@cooley.com>; Mornin, Joe <jmornin@cooley.com>; O'Hollaren, Ryan T. <rohollaren@cooley.com>
Subject: Re: Response to December 29, 2020 Public Records Act Request

CAUTION: This email originated from a NON-State email address. Do not click links or open attachments unless you are certain of the sender's authenticity.

Dear Mr. Nearman and Ms. Mill -

I had not received any response to my letter of January 29, 2021. I was wondering if we should be expecting one from you? We had requested a response by February 12 with the hope that we could resolve these issues by February 26, which is this Friday.

Would you mind letting me know if you plan on responding? The letter is at the following address in case it was lost in the shuffle:

<https://law.resource.org/pub/us/cfr/regulations.gov/foia/bsc.ca.gov.20210129.pdf>

With best regards,

Carl Malamud

On Fri, Jan 29, 2021 at 1:16 PM Carl Malamud <carl@media.org> wrote:

Dear Mr. Nearman and Ms. Mills -

Please find attached a reply to your letter of January 7, 2021.

Best regards,

Carl Malamud

On Thu, Jan 7, 2021 at 2:50 PM Mills, Laura@DGS <Laura.Mills@dgs.ca.gov> wrote:

Dear Mr. Malamud:

Please find attached CBSC's response letter to your request of December 29, 2020.

Best regards,

Laura Mills, AGPA

Department of General Services
California Building Standards Commission
2525 Natomas Park Drive, Suite 130
Sacramento, CA 95833
Office (916) 263-0916
Direct (916) 263-1330
Email laura.mills@dgs.ca.gov
Website www.dgs.ca.gov/bsc



CONFIDENTIALITY NOTICE: This message, together with any attachments, is intended only for the use of the individual or entity to which it is addressed. It may contain information that is confidential and prohibited from disclosure. If you are not the intended recipient, you are hereby notified that any dissemination or copying of this message or any attachment is strictly prohibited. If you have received this message in error, please notify the original sender immediately by telephone or by return e-mail and delete this message, along with any attachments, from your computer. Thank you.

Exhibit J

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

AGREEMENT NUMBER OAL-CCR-2020	AMENDMENT NUMBER
---	------------------

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
---	------------------

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
------------------------------------	--	------------------------------

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)
- Invitation for Bid (IFB)
- Other (Explain)
- Use of Master Service Agreement
- Exempt from Bidding (Give authority for exempt status)
- Sole Source Contract (Attach STD. 821)

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	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:
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	

SCO ID: 7910-OALECR2020

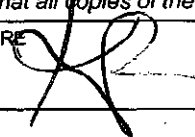
STATE OF CALIFORNIA
AGREEMENT SUMMARY
STD 215 (Rev. 04/2020)

AGREEMENT NUMBER OAL-CCR-2020	AMENDMENT NUMBER
---	------------------

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
--	--	---------------------------

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

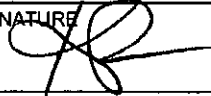
In the space provided below, the undersigned authorized state representative documents, with specificity and detailed factual information, the reasons why the contract satisfies one or more of the conditions set forth in Government Code section 19130(b). Please specify the applicable subsection. Attach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

SCO ID: 7910-OALCCR2020

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER OAL-CCR-2020	PURCHASING AUTHORITY NUMBER (If Applicable)
----------------------------------	---

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) # 12/27/2020	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

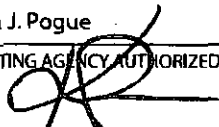
PRINTED NAME OF PERSON SIGNING

Kenneth J. Pogue

TITLE

Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE



DATE SIGNED

11/24/2020

CALIFORNIA DEPARTMENT OF GENERAL SERVICES

EXEMPTION (If Applicable)

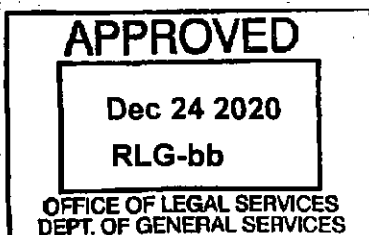


Exhibit A, Scope of Work/Required Publication Services

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:

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