



**UC HASTINGS**  
COLLEGE OF THE LAW

**REQUEST FOR PROPOSALS (RFP)**

**# 01-0038**

**for**

**Contact Tracing Software**

**RFP Issue Date: 11/3/2020**

**RFP Due Date: 12/2/2020**

**Contact: [purchasing@uchastings.edu](mailto:purchasing@uchastings.edu)**



## Purpose

UC Hastings College of the Law (hereinafter called the College) is requesting proposals (RFP's) from software solution providers to support UC Hastings's automated contact tracing process, including reporting & analytics, notification management, implementation, and integration into UC Hastings's core infrastructure, case management systems and processes. The project is anticipated to shift from selection, to contract and implementation very quickly, in order to facilitate contact tracing beginning February 1, 2021. This effort will include application procurement, implementation, integration, testing, and project management. This project may be paid for with Federal funds, which may include Coronavirus Aid Relief & Economic Security Act (CARES Act) funds. Proposals shall be submitted in accordance with the terms and conditions of this RFP and any addenda issued hereto.

## Context

Founded in 1878 as the "law department" of the University of California, UC Hastings College of the Law was established by the California Legislature with its own Board of Directors. With the exception of the degree-granting authority held by the UC Board of Regents all other aspects of the College operate independently under the oversight of the UC Hastings Board of Directors. UC Hastings contracts on a fee for service basis UC-provided payroll, retirement, and investment portfolio management from the Office of the Presidents and maintains a number of business relationships with UCSF including police and business service. UC Hastings is the oldest public law school in California and the only stand-alone, public law school in the nation. UC Hastings' reputation for academic excellence, affiliation with the University of California, and location in San Francisco's downtown Civic Center are major factors contributing to the overall strength of the institution.

Additionally, UC Hastings has a long-term plan for current and future campus development that seeks to leverage the College's real estate portfolio to provide additional academic, residential, commercial, and support capacity for UC Hastings Law as well as other institutions through its Academic Village Concept. Specifically, in December 2017, the UC Hastings Law Board of Directors adopted the Long Range Campus Plan ("LRCP"). The driver of the LRCP is the Academic Village, a platform for interdisciplinary engagement among individuals and across institutions. The Academic Village includes shared housing (for students, trainees, and faculty)



and amenities (library, food services, study areas, recreational space, etc.) on Hastings' campus for students from multiple institutions of higher education with a prioritization for graduate programs, as well as a network of collaborations that transcend and enrich the law school, connecting graduate programs and institutions with each other and with the wider community.

In order to ensure safety of the ongoing safety and wellbeing of the UC Hastings community, the College intends to implement procedures to reduce risk and track potential exposure to Covid19, including identifying potential Covid19 cases, tracking potential exposure, managing cases until a safe return is possible, and assess effectiveness. UC Hastings is interested in implementing a secure, automated, proximity and duration tracking solution, leveraging CDC guidelines.

### Scope of Work

UC Hastings anticipates the following functionality to be supported by the contact tracing solution:

**Tracing Technology:** Solution will provide automated website and mobile-based (iOS and Android) proximity tracing allowing identification and notification of confirmed and potential SARS-CoV-2 exposure. Tracking functionality should allow geographic limits defined by UC Hastings. Risk calculations should be based on CDC contact tracing guidelines and recommendations. The tracing capability will be tied to room specific information, such that if an individual has been in multiple rooms on campus, we know what those rooms are, and can use that information to identify everyone that has been a close contact as defined by the Centers for Disease Control.

**Symptom Monitor:** Solution will have a symptom-monitoring feature for all users that will help inform contact tracing functionalities. This symptom monitor should be for both UC Hastings community members and visitors of the college; the interface for each group should be customizable.

**Crowd Control:** Solution will **ideally** have an additional feature that puts occupancy thresholds on individual rooms across campus. Occupancy thresholds should be defined by UC Hastings. This feature should let users 'check-in' and 'check-out' of rooms to indicate availability of rooms to others users and will also be used in the room-specific tracing noted above.



**Reporting & Analytics:** Solution will facilitate directly, or via integration with analytic platforms, the ability for UC Hastings to view and analyze activity and trends, including, but not limited to:

1. Campus current risk level, demographics, locations, and trends
2. Summary information for total active cases, confirmed cases, test results, quarantines and recoveries
3. View of summary data by demographics, UC Hastings locations, schools, and organizations
4. Total contacts, notifications, and related trends
5. Hotspot identification by location via heat map
6. Daily health checks, results analysis, and trends

**Notifications:** The solutions should provide automated and customizable notifications to users at risk for SARS-CoV-2 exposure, as well as daily and customizable reminders to users to report symptoms.

**Security:** Solution should follow and provide third party attestation to compliance with industry relevant information security standards. Additionally, solution should be prepared to provide a completed Educause HEVCAT security questionnaire.

**Data:** Solution should define data collection, storage (location / duration / visibility) and access capabilities.

**Integration:** Solution should integrate with existing UC Hastings systems when required to facilitate the entire case management process.

## A. BACKGROUND

### Current Systems

UC Hastings is currently leveraging the following systems for full case management workflow and notifications:

- Everbridge Mass Notification – “Warn Me” – in partnership with UCSF
- [PremiSys, Symmetry, Genetech} Badging and Access Control systems for building location data and notify badge disable requests



- Ellucian Colleague ERP for faculty and student classroom data
- People soft via UCPATH for employee data
- Active Directory for person directory information
- Shibboleth for SSO

## B. MINIMUM QUALIFICATIONS

1. Contractor shall provide a minimum of four (4) references, Exhibit A.
2. Contractor to meet UC Hastings insurance requirements detailed in the sample agreement, Exhibit B, provided or according to the contract negotiated and must provide proof of insurance at the time of contract signing.
3. UC Hastings is a Drug Free Workplace and signing of attached drug free workplace certificate is required (Exhibit C).



### UC Hastings Contact Information

The primary contact for this process is:

**UC Hastings Purchasing Department,**  
Adrian Brown, Director of Business Services  
[purchasing@uchastings.edu](mailto:purchasing@uchastings.edu)

### Schedule & Milestones

RFP posted	11/3/2020
Questions due to <a href="mailto:purchasing@uchastings.edu">purchasing@uchastings.edu</a>	11:00 a.m. PDT 11/16/2020
Responses from UCH posted	11/18/2020
RFP due to <a href="mailto:purchasing@uchastings.edu">purchasing@uchastings.edu</a>	11:00 a.m. PDT 12/2/2020
Evaluation period	Immediately following due date
Finalist round (if any), possible interviews/demonstrations, plus award	Within 30 Days
Implementation of Software Solution	2/1/2021

### Guidelines for Submission

To appropriately evaluate each firm’s capabilities, responses are to be tendered according to the guidelines listed below. Providers should discuss their implementation approach and expertise with Contact Tracing requirements for higher education. Each firm is to outline how it will fulfill the Scope of Work included in this RFP. Proposals should clearly address all information requested in this RFP and use the following organization:

#### 1. Executive Summary

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Title: Contact Tracing Software  
Due: 12/2/2020



- Introduce the firm, including size, location, philosophy, and areas in which it excels.
- Provide names, resumes, certifications, and specialties of the personnel who would be assigned to this project, and indicate what their proposed roles would be and the benefits they bring. Also complete and return Exhibit A and Exhibit C with proposal.

## **2. Expertise**

- Develop a short narrative demonstrating clear understanding of the objectives and key features of the proposal.
- Describe specific methodologies, techniques, and technology to be employed in preparation and delivery of the requested services and reports.

## **3. Scope of work and work plan:**

Clearly describe the services that you intend to provide in response to this RFP and how you intend to provide them. The Provider should fully describe the approach, the proposed percentages of on-shore and offshore resources, how the work will be governed, how risks (e.g., geo-political, natural disasters) will be mitigated, and detail any Provider Proprietary Software or methodologies must be disclosed in the proposed solution. The Provider should define their roles and responsibilities and the roles and responsibilities they expect UC Hastings to perform in execution of an Agreement. The Provider should describe how they will integrate themselves into UC Hastings's existing project and contract management processes to ensure alignment with UC Hastings's project objectives.

## **4. System Functionality should be provided using the following criteria:**

- a. Cost - Describe cost structure and estimated cost to UC Hastings. Describe contract terms and minimum commitment.
- b. Data - What data is stored, where, and how is it secured? Is biometric information collected? How long is data stored? Is UC Hastings data viewable by your internal staff / developers?
- c. Integration - How is external location information integrated (e.g. building access, schedules, structured/unstructured data sources).



- d. Platform - Provide a limited representation of illustrative materials such as graphics and page setups. Describe mobile device support (iOS/Android).
- e. Reporting & Notifications - Describe contact notification capabilities and triggers. Can contact notification be customized?
- f. Describe support for data security, encryption, role-based access controls and single tenant environment.
- g. Clearly describe the proposed management and governance model that will be used to ensure that the responsibilities of all parties are performed in accordance with the project scope and deliverables.

**5. Detail any assumptions made in preparing the proposal.**

**6. Include any other services not identified in the Scope of Work.**

**7. Pricing**

- a. Provide a comprehensive pricing strategy that ties back to the stated goals, expectations, and deliverables.
- b. Pricing for implementation should clearly specify the costs of each phase in the project. Bids should anticipate a go-live by February 1, 2021.
- c. Both Provider and customer resourcing requirements and assumptions should be clearly identified.
- d. Professional service rates should be fixed for the period of the implementation. Provider should also include locked-in consultant rates for any post go-live support required for the solutions.
- e. Travel and expenses will not be provided by the College.
- f. Provider will provide an estimate of system implementation costs (SME's and other services needed) offered by the Provider or a third party. (Exhibit D)
- g. The Provider will provide final fixed price for the system implementation and licensing or subscription costs after final selection.
- h. Provider will detail any additional costs of implementation if applicable, for example, PMO support, training modules, or integration.
- i. Provider will provide UC Hastings for additional services should UC Hastings wish to procure these services in the future. Additional services that need to be purchased to achieve UC Hastings's desired scope should be clearly identified.
- j. UC Hastings prefers Provider to propose pricing based on the expressed preferences set forth in the RFP, and Providers are encouraged to submit their proposals based on these preferences. In addition, Providers are permitted to submit alternative pricing proposals provided the RFP response clearly identify such proposals as an alternative. If Provider submits an alternative proposal, Provider agrees that UC Hastings can purchase the in-scope solution based on such alternative pricing.

**Basis for Evaluation**





Responses will be evaluated by members of the College's Pandemic Response team, considering equally the following criteria:

1. Solution: Overall solution design and ability to satisfy UC Hastings requirements
2. Qualifications: Implementation approach and strategy with emphasis on readiness for Spring 2021
3. Migration Strategy and Service Levels: Service levels and response strategy for any production incidents result from the project efforts
4. Governance: Project governance including status tracking, reporting, financial management, quality assurance, risk management, and technical change management
5. Industry Experience: Industry experience with emphasis on emergency management, analytics, and ability to provide CDC-based guidelines Submission Instructions

#### Due Date

**Completed proposals are due (via e-mail) by 12/2/2020 11:00 a.m. PDT, to: [purchasing@uchastings.edu](mailto:purchasing@uchastings.edu)**

Questions concerning this RFP should be sent in writing via e-mail to [purchasing@uchastings.edu](mailto:purchasing@uchastings.edu) referencing the appropriate RFP section and page number, 11/16/2020 by COB.

Written responses to all submitted questions will be provided to all questions submitted on or about 11/18/2020 COB.

#### Confidentiality

All information concerning all parties referenced herein or their respective businesses and operations, which is directly or indirectly furnished or made available under or by virtue of the existence of this RFP and which is not generally available to the public, shall be treated as confidential and proprietary to the extent permitted by law. All parties shall take all reasonable precautions to assure that no such information is used, disclosed, duplicated, or distributed by them or any of their employees or agents for any purpose other than their performance hereunder.

#### Agreement Term

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It is the intent of UC Hastings to enter into one agreement with one firm. A standard UC Hastings agreement is attached for reference as Exhibit B. Actual agreement may differ.

### Other Conditions

Submission of a proposal in response to this RFP does not commit UC Hastings to pay any costs incurred in proposal preparation or submission, or to enter into a contract with any firm for any services. UC Hastings may reject any or all proposals at UC Hastings' sole discretion. Failure to comply with all the terms and conditions of this RFP may result in the disqualification of a proposal. UC Hastings may, at its discretion, request interviews and demonstrations of proposed marketing campaigns through a web-based or in-person presentation for College staff.

### Incorporation of Proposal into Contract

This RFP, the awarded firm's proposal, and all other representations made by the firm will be incorporated into any and all contract agreements between the firm and UC Hastings.

### Award of Contract

Assuming UC Hastings decides to proceed, award will be based upon the response that is determined to be in the best interests of UC Hastings, as determined by the College. Initial evaluation will be based upon a combination of company information, expertise, and the cost proposal for the project. The College may, in its discretion, require a finalist round or round(s) to evaluate suppliers and their products in order to assist in making final decision.

### Exhibits

- Exhibit A – Reference Check Form
- Exhibit B – Sample Professional Services Agreement
- Exhibit C – Drug Free Workplace
- Exhibit D – Estimated Pricing

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Title: Contact Tracing Software  
Due: 12/2/2020

## REFERENCE CHECK FORM

For Request for Proposal (RFP) No. RFP 01-0038 Contact Tracing Software

### PART A

Company Name (Respondent to RFP):

\_\_\_\_\_

Contact Name: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ E-mail: \_\_\_\_\_

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### Signature

### PART B

The above listed firm is responding to a Request for Proposal for a qualified and experienced RFP 01-0038 Contact Tracing Software.

You may either (1) complete Part B, or (2) confirm the information provided in Part B by the Respondent is accurate, by signing and returning the completed form to the Respondent.

### Reference Company Information:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ E-mail: \_\_\_\_\_

**Similar Contract Information:**

Term of Contract: From \_\_\_\_\_ To \_\_\_\_\_ Monetary Amount of Contact \$ \_\_\_\_\_

Description of Services Provided:

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**Rate Overall Performance:**

Exceptional      Above Standard      Acceptable      Needed Improvement

Please circle one and make any applicable comments below.

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**Rate Responsiveness to Requirements, Submission of Reports:**

Exceptional      Above Standard      Acceptable      Needed Improvement

Please circle one and make any applicable comments below.

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**Rate Company Personnel, Subcontractors, Quality and Accuracy of Work:**

Exceptional      Above Standard      Acceptable      Needed Improvement

Please circle one and make any applicable comments below.

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**Rate Company Response to Problems:**

Exceptional      Above Standard      Acceptable      Needed Improvement

Please circle one and make any applicable comments below.

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**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**E-Mail Address:** \_\_\_\_\_

(This form may be duplicated to submit information for multiple projects.)

AGREEMENT  
BY AND BETWEEN  
UNIVERSITY OF CALIFORNIA  
HASTINGS COLLEGE OF THE LAW  
AND

This Agreement is entered into by and between the University of California, Hastings College of the Law ("Hastings"), and \_\_\_\_\_ ("Consultant"), whose address is \_\_\_\_\_.

I.SCOPE OF SERVICE RENDERED

Hastings hereby retains the Consultant to perform the following professional services:

Consultant represents and warrants that it possesses the necessary skill, knowledge, certifications, and licensures to perform the services in a commercially reasonable manner. Consultant will perform all work hereunder in compliance with applicable Federal, State, and local laws and regulations. Consultant shall comply with all policies and procedures of Hastings of which it is made aware, including COVID-19 related requirements for individuals who are working on-site at Hastings. Consultant acknowledges and agrees that if performing the Services on-site at Hastings, all employees, agents, and representatives of Consultant performing Services on-site will be required to complete a [screening questionnaire](#), and to receive a flu vaccine by November 1, 2020.

II.TERM OF AGREEMENT

The term of this Agreement shall be from \_\_\_\_\_ to \_\_\_\_\_

Consultant acknowledges and agrees that in the course of performing the Services hereunder, it may have access to or be provided with confidential and/or proprietary information regarding Hastings' business, finances, data, research, strategies, marketing plans, and other information of a sensitive non-public nature. Consultant agrees to hold all such information in strict confidence and not to disclose or use such information except as necessary during the Term for performance of the Services.

III. COMPENSATION

The cost of services shall not exceed \_\_\_\_\_.

IV. PAYMENT

Hastings will pay Consultant following completion of the described work upon submission of an invoice detailing the work completed under this agreement:

David Seward  
University of California  
Hastings College of the Law  
200 McAllister Street  
San Francisco, CA 94102

Payment Terms: **Net 30.**

#### V. ADDITIONAL SERVICES / OTHER AMENDMENTS

In its sole and absolute discretion, Hastings may order additional services outside the scope of Work. Consultant shall not make any change in the Work or be entitled to any adjustment of Contract Term or Compensation, except as provided by Hastings by means of a written amendment to this Agreement.

Any and all amendments are to be in writing, and negotiated and signed by both parties.

#### VI. TERMINATION CLAUSE

In the event Consultant fails to carry out or comply with any of the terms and conditions of this Agreement, Hastings reserves the right to demand correction of any breach or default within ten (10) calendar days of notice to Consultant. In the event Consultant fails to correct the failure or default within the specified period, Hastings may terminate the Agreement without additional notice. Failure to terminate this Agreement is not to be deemed a waiver of the breach or default.

Either Hastings or Consultant may terminate this agreement without cause with a 30-day written notice.

#### VII. EXAMINATION OF RECORDS

Hastings and auditors of the State of California shall have access to and the right to examine and audit any books, documents and papers and/or records of Consultant involving transactions related to this Agreement for a period of three (3) years following its termination. These documents must contain adequate justification of the charges made to Hastings.

#### VIII. COORDINATION

Consultant, in performing services described herein, will coordinate and report to:

U.C. Hastings College of the Law  
200 McAllister Street  
San Francisco, CA 94102

Consultant is immediately to inform \_\_\_\_\_, or their designee, of any unusual conditions or events that relate to, or may affect, the work to be performed under this Agreement. Consultant agrees to meet on a regular basis with Hastings management to review the progress of the work to be performed by Consultant and any unanticipated problems or issues.

## IX. INSURANCE AND INDEMNIFICATION

Hastings and its officers and the State of California shall not be liable for any accident, loss, injury (including death) or damages, happening or occurring during the performance of this Agreement, to persons and/or property, caused in whole or in part by the intentional or negligent acts or omissions of Consultant, and Consultant will fully indemnify and protect Hastings and its officers and the State of California from and against same. In addition to the liability imposed by law upon Consultant for damage or injury (including death) to persons or property by reasons of intentional or negligent acts or omissions of Consultant, his/her agents, servants, or employees, which liability is not impaired or otherwise affected hereby, Consultant hereby assumes liability for and agrees to hold Hastings and its officers and the State of California harmless and indemnify Hastings and its officers for any expense, liability, or payment by reason of any damage or injury (including death) to persons or property suffered or claimed to have been suffered through any intentional or negligent acts or omissions of Consultant, its subconsultants, or anyone directly or indirectly employed by either Consultant or its subconsultants. Consultant represents and warrants that the Services, including all deliverables in connection therewith provided by Consultant, will not infringe the intellectual property rights of any third party. Consultant shall defend, indemnify, and hold harmless Hastings and the State of California from and against any and all claims, damages, judgments, suits, and legal proceedings, and all costs and expenses in connection therewith, including reasonable attorneys fees, arising out of or resulting from any claim that the Services and associated deliverables infringe the intellectual property rights of any third party.

Consultant will maintain in force at all times during the term of this Agreement, Workers' Compensation (statutory limits) in the amount of \$1,000,000; and Employer's Liability, Comprehensive General Liability and Auto Liability, each in the amount of \$1,000,000. Such insurance policies shall name UC Hastings, its officers, employees and the State of CA as an additional insured and provide for notification to Hastings thirty (30) days prior to termination or restrictive amendment. The parties acknowledge and agree that Consultant's insurance policies shall be primary and noncontributory to any policies of insurance maintained by Hastings. Consultant's workers' compensation coverage shall include a waiver of subrogation for the benefit of Hastings. Consultant shall furnish a Certificate of Insurance to Hastings as evidence of the required coverage. All insurance required under this Agreement is to be provided by carriers with a Best rating of A-10 or better. Carriers must also be California admitted companies listed as such by the Insurance Commissioner for the State of California.

## X. EXCUSABLE DELAY

Consultant shall not be held responsible for delays in the performance of this Agreement caused by strikes, lockouts, labor disturbances, acts of government, acts of nature (e.g. earthquake) or other causes similar to the foregoing which are beyond the control of and are not the fault of Consultant. Provided, however, that Consultant shall, within five (5) days after the occurrence of cause or causes of delay, request an extension of time from David Seward. Such request shall be in writing and shall state in detail the reasons for the delay which will prevent timely performance. If Hastings finds that such cause or causes of delay exist, it may either grant Consultant an extension of time equal to the delay resulting from such cause or causes, or, at its option, terminate this Agreement.

## XI. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws principles.

## XII. ENFORCEMENT OF AGREEMENT

Any controversy or claim arising out of or relating to this Agreement, or a breach thereof, shall be settled by final and binding arbitration in San Francisco, California, heard before an arbitrator selected by both parties or pursuant to a strike off, in accordance with the American Arbitration Association Commercial Arbitration rules. Judgment upon any award rendered by the arbitrator may be entered in any court having jurisdiction. Any provisional remedy which would be available from a court of law, shall be available from the arbitrator, to the parties of this Agreement pending arbitration.

The arbitrator shall determine which is the prevailing party and shall award that party its costs and fees. Costs and fees mean all reasonable pre-award expenses of arbitration, including the arbitrator's fees, administrative fees, witness fees and attorney's fees.

### XIII. NOTIFICATION

All notices required or permitted under this Agreement shall be in writing and may be served by depositing the same in the United States mail, postage prepaid and registered, and addressed to the parties at the addresses set forth below, or to such other address as either party may designate in writing from time to time.

If to Hastings:

David Seward, CFO  
University of California  
Hastings College of the Law  
200 McAllister Street  
San Francisco, CA 94102

If to Consultant:

Any change of address of Consultant shall immediately be communicated in writing to Hastings.

### XIV. NONDISCRIMINATION

UC Hastings prohibits discrimination against any person employed; seeking employment; or applying for or engaged in a paid or unpaid internship or training program leading to employment with UC Hastings College of the Law on the basis of race, color, national origin, religion, age, sex, gender, sexual orientation, gender expression, gender identity, gender transition status, sex- or gender-stereotyping, pregnancy, physical or mental disability, medical condition (cancer-related or genetic characteristics), genetic information (including family medical history), ancestry, marital status, citizenship, or service in the uniformed services, including protected veterans. This policy is intended to be consistent with applicable state and federal laws and Hastings policies.

### XV. DRUG-FREE WORKPLACE CERTIFICATION

Consultant certifies compliance with Government Code Section 8355 by signing and incorporating the attached Drug Free Workplace Certification Exhibit into the Agreement.

### XVI. W-9 FORM

As required by Hastings, Consultant must complete a W-9 form attached hereto and shall be submitted together with this Agreement for full execution.



XVII. CONFLICT OF INTEREST

- A. Consultant will not hire any employee of Hastings to perform any service covered by this Agreement.
- B. Consultant affirms that to the best of Consultant s knowledge, there exists no actual or potential conflict between Consultant s family, business or financial interests and the services under this Agreement and in the event of any change in such circumstances will inform Hastings of any questions regarding possible conflicts of interest that may arise as a result of such change in circumstances.

XVIII. NON-ASSIGNMENT

This Agreement is not assignable or delegable by either party.

XIX. NON-RESPONSIBILITY OF THE REGENTS

The Regents of the University of California, a public corporation, is not a party to nor is it financially responsible under this Agreement.

XX. ENTIRE AGREEMENT

This Agreement and the exhibits hereto, constitute the entire agreement between the parties and no party shall be liable or bound to the other in any manner except as set forth in this Agreement.

Dated: \_\_\_\_\_  
UNIVERSITY OF CALIFORNIA  
HASTINGS COLLEGE OF THE LAW

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
David Seward  
Chief Financial Officer

By: \_\_\_\_\_

Name: \_\_\_\_\_

\_\_\_\_\_ Title

Approved as to Form: \_\_\_\_\_  
Dated: \_\_\_\_\_

\_\_\_\_\_ Federal Tax I.D. Number

\_\_\_\_\_  
John DiPaolo  
General Counsel

## UC Hastings College of the Law

### Non-Discrimination Policy

#### Definitions:

**Gender:** The sex of a person, including a person's gender identity, and gender expression.

**Gender Expression:** A person's gender-related appearance or behavior, or the perception of such appearance or behavior, whether or not stereotypically associated with the person's sex assigned at birth.

**Gender Identity:** Each person's internal understanding of their gender, or the perception of a person's gender identity, which may include male, female, a combination of male and female, neither male nor female, a gender different from the person's sex assigned at birth, or transgender.

**Gender Transition:** The process some transgender people go through to begin living as the gender with which they identify, rather than the sex assigned to them at birth. This process may include, but is not limited to, changes in name and pronoun usage, facility usage, participation in employer-sponsored activities (e.g. wellness physical activities, teambuilding projects, or volunteering), or undergoing hormone therapy, surgeries, or other medical procedures.

**Pregnancy:** Includes pregnancy, childbirth, and medical conditions related to pregnancy and childbirth.

**Protected Veteran:** A veteran who is protected under the non-discrimination and affirmative action provisions of the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; specifically, a veteran who may be classified as a "disabled veteran," recently separated veteran," "active duty wartime or campaign badge veteran," or an "Armed Forces service medal veteran," as defined by 41 CFR 60-300.2.

**Service in the Uniformed Services:** Includes service in the uniformed services as defined by the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA), as well as state military and naval service.

**Sex:** Includes, but is not limited to, pregnancy; childbirth; medical conditions related to pregnancy, childbirth, or breast feeding; gender; gender identity; and gender expression, or perception by a third party of any of the aforementioned.


**Transgender:** A general term that refers to a person whose gender identity differs from the person's sex assigned at birth. A transgender person may or may not have a gender expression that is different from the social expectations of the sex assigned at birth. A transgender person may or may not identify as "transsexual."

**DRUG-FREE WORKPLACE CERTIFICATION**

STD. 21 (REV. 12-93)

**CERTIFICATION**

*I, the official named below, hereby swear that I am duly authorized legally to bind the contractor or grant recipient to the certification described below. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.*

CONTRACTOR/BIDDER FIRM NAME	FEDERAL ID NUMBER
BY (Authorized Signature) 	DATE EXECUTED
PRINTED NAME AND TITLE OF PERSON SIGNING	TELEPHONE NUMBER (Include Area Code) (     )
TITLE	
CONTRACTOR/BIDDER FIRM'S MAILING ADDRESS	

The contractor or grant recipient named above hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The above named contractor or grant recipient will:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
2. Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b), to inform employees about all of the following:
  - (a) The dangers of drug abuse in the workplace,
  - (b) The person's or organization's policy of maintaining a drug-free workplace,
  - (c) Any available counseling, rehabilitation and employee assistance programs, and
  - (d) Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355(c), that every employee who works on the proposed contract or grant:
  - (a) Will receive a copy of the company's drug-free workplace policy statement, and
  - (b) Will agree to abide by the terms of the company's statement as a condition of employment on the contract or grant.
4. At the election of the contractor or grantee, from and after the "Date Executed" and until \_\_\_\_\_<sup>(DATE)</sup> (NOT TO EXCEED 36 MONTHS), the state will regard this certificate as valid for all contracts or grants entered into between the contractor or grantee and this state agency without requiring the contractor or grantee to provide a new and individual certificate for each contract or grant. If the contractor or grantee elects to fill in the blank date, then the terms and conditions of this certificate shall have the same force, meaning, effect and enforceability as if a certificate were separately, specifically, and individually provided for each contract or grant between the contractor or grantee and this state agency.

**EXHIBIT D – ESTIMATED PRICING**

Firm or Individual Name: \_\_\_\_\_

**Estimate of system implementation costs (SME's and other services needed) offered by the Provider or a third party.**

- **TOTAL - Not to Exceed** \_\_\_\_\_ **\$** \_\_\_\_\_