HSR26-07

INVITATION FOR BIDS

Notice to Prospective Bidders

August 6, 2026

You are invited to review and respond to this Invitation for Bids (IFB) entitled HSR26-07 – Industrial Door / Residential Door / Rollup Door Maintenance and Repair Services. This IFB is advertised in the California State Contracts Register through Cal eProcure at:

http://www.caleprocure.ca.gov

Please note that you must register with Cal eProcure in order to download IFB packages and any other provided documents from the Cal eProcure website.

Bidders are advised to check the Cal eProcure website for addenda, modifications, and updates to the bid documents. The California High-Speed Rail Authority (Authority and/or State) is not responsible for the failure of the prospective bidder to check for any bid document updates, changes, or answers to questions posted on Cal eProcure. Failure to periodically check the website will be at the bidder's sole risk.

In submitting your bid, you must comply with the instructions found herein.

Note that this agreement will include the State of California General Terms and Conditions (GTCs 02/2025) and Contractor Certification Clauses (CCC 04/2017) that may be viewed and downloaded at the Internet site:

http://www.dgs.ca.gov

The contact person for this IFB is:

Valerie Flurry
California High-Speed Rail Authority
Phone: (916) 908-0924
Email: Valerie.Flurry@hsr.ca.gov
and
contracts@hsr.ca.gov

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

Valerie Flurry
Contract Analyst

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BIDDER REQUIREMENTS AND INFORMATION

1. Purpose and Description of Services

A. The purpose of this IFB is to enter into an agreement with a contractor that will provide the Authority with all labor, supervision, equipment, materials and incidentals, and pay all taxes, insurance, bonds, license and permit fees, travel costs, and other costs, incidental to work to install / repair / replace industrial door locks, handles and exit panic / push bar devices, doors / rollup doors on a scheduled and/or emergency basis to Authority owned residential and commercial properties located in California's Central Valley. Term: September 1, 2026, or upon contract approval, whichever occurs later, through August 31, 2028, with an Authority option to extend for twelve (12) months. See Exhibit A, Scope of Work, for a complete description of services.

2. Bidder Qualifications

A. The bidder shall possess a valid **C61 / D28 Doors, Gates and Activating Devices contractor license** issued by the California Department of Consumer Affairs, Contractors State License Board (CSLB). All subcontractors that the bidder intends to utilize to perform work under the agreement shall possess all applicable contractor licenses for the work they shall perform under the agreement. The bidder's contractor license number shall be indicated on the Bid/Bidder Certification Sheet (Attachment 1). The names of all subcontractors that the bidder intends to utilize and their contractor license numbers (if applicable) shall be indicated on the Bidder Declaration & Subcontractor/Supplier List (Attachment 4). All bidder and subcontractor licenses shall be current and active from the time of the bid opening throughout the term of the agreement.

B. The bidder shall possess a valid **C60 Welding Contractor License** issued by the California Department of Consumer Affairs, Contractors State License Board (CSLB). All subcontractors that the bidder intends to utilize to perform work under the agreement shall possess all applicable contractor licenses for the work they shall perform under the agreement. The bidder's contractor license number shall be indicated on the Bid/Bidder Certification Sheet (Attachment 1). The names of all subcontractors that the bidder intends to utilize and their contractor license numbers (if applicable) shall be indicated on the Bidder Declaration & Subcontractor/Supplier List (Attachment 4). All bidder and subcontractor licenses shall be current and active from the time of the bid opening.

C. DIR Registration: Bidders must be registered with the DIR Pursuant to California Labor Code Sections 1770, 1773, and 1773.1.

3. Bidder Security

A. Bidder shall submit one of the following forms of bidder security (equal to 10% of the total bid amount) at the time of bid submittal if the total bid amount exceeds $461,000.00:

(1). Bid bond executed by an admitted surety insurer and made payable to the California High-Speed Rail Authority. **Utilize the Bidder's Bond form attached hereto as Attachment 9.**

(2). Cash

(3). Cashier's check

(4). Certified check

4. Prevailing Wage

A. In accordance with the provisions of Labor Code Sections 1770-1776, the bidder and their proposed subcontractor(s) shall adhere to the payment of prevailing wages as determined by the California Department of Industrial Relations (DIR). The prevailing wage rate determinations can be downloaded from the DIR's internet website at: http://www.dir.ca.gov. Copies of the DIR's downloadable prevailing wage rate determinations are also on file at Authority Headquarters and are available to any interested party on request. Additional questions regarding prevailing wage determinations shall be referred to the DIR's Division of Labor Statistics and Research, Prevailing Wage Unit, at: http://www.dir.ca.gov.

B. In the event the bidder's total bid amount exceeds $25,000.00, the bidder and all subcontractors that the bidder intends to utilize to perform work under the agreement shall be a registered public works contractor with the DIR. The bidder shall provide proof of DIR registration for the bidder and all subcontractors that the bidder intends to utilize to perform work under the agreement with their bid. All bidder and subcontractor public works contractor registrations with the DIR shall be active from the time of the bid opening through the term of the agreement, and shall remain active following the term of the agreement until all certified payroll records in connection with the agreement have been submitted to the DIR Labor Commissioner.

5. Schedule of Events

Event	Date	Time
(1). IFB available to prospective bidders:	Thursday, August 6, 2026	N/A
(2). Written questions regarding IFB are due by: **(Note: See additional info in Section 6.)**	Friday, August 14, 2026	5:00 PM
(3). Written responses to questions released by:	Wednesday, August 19, 2026	5:00 PM
(4). Final date for bid submission: **(Note: See additional info in Section 9.)**	Tuesday, August 25, 2026	2:00 PM
(5). Date of bid opening: **(Note: See additional info in Section 10.)**	Tuesday, August 25, 2026	2:00 PM
(6). Proposed start date of agreement:	September 1, 2026, or upon approval by DGS	N/A

The remainder of this page is left blank intentionally.

6. Written Questions

A. Submit all written questions via email to the contact person indicated on the cover page of this IFB package no later than the date and time specified in Section 5, Schedule of Events. Written responses to IFB questions will be released by the date and time specified in the Schedule of Events and viewable in the online project advertisement in Cal eProcure at: https://caleprocure.ca.gov/pages/index.aspx.

7. Executive Order N-6-22 – Russia Sanctions

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

8. Executive Order N-12-23 – Generative Artificial Intelligence (GenAI)

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

B. Bidder/ Offeror must notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2) intends to utilize GenAI, including from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term "materially impacts" shall have the meaning set forth in State Administrative Manual (SAM) 4986.2.

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

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

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

9. Submission of Bid

A. Bids must be submitted via mail or hand-delivered no later than the date and time specified in Section 5, Schedule of Events.

(1). Bids submitted via mail or hand-delivered must be enclosed in an envelope or under sealed cover. The exterior of the envelope or sealed cover must be clearly marked with all of the following information:

a. BIDDER'S NAME

b. BIDDER'S ADDRESS

c. BID PROPOSAL # HSR26-07, DO NOT OPEN UNTIL August 25, 2026, AT 2:00 PM, ATTN: VALERIE FLURRY

(2). Bids shall be mailed or hand-delivered to the following address:

California High-Speed Rail Authority
Contracts and Procurement Section
Attn: VALERIE FLURRY
770 L Street, Suite 620, MS 7
Sacramento, CA 95814

(3). Mailed or hand-delivered bids not enclosed in an envelope or under sealed cover shall be rejected.

B. Bids must be received by the Authority no later than the date and time specified in Section 5, Schedule of Events. Any bid received after the specified due date and time shall remain unopened and will be returned to the bidder.

C. Bids shall include all required bid documents identified in the Required Bid Documents Checklist. **Only submit the required bid documents with your bid, not the entire IFB package**. **In addition, do not submit bid documents within a binder or folder.** Bids not including the required bid documents shall be deemed non-responsive. A non-responsive bid is one that does not meet the bid requirements.

D. **All required bid documents submitted must be printed single-sided.** Bids that include required bid documents that are printed double-sided shall be deemed non-responsive.

E. All documents requiring a signature must bear an original or electronic signature of a person authorized to bind the bidding firm.

F. Bids must be submitted for the performance of all the services described herein. Any deviation from the work specifications shall not be considered and shall cause a bid to be rejected.

G. Costs for developing bids in anticipation of award of the agreement are entirely the responsibility of the bidder and shall not be charged to the Authority.

H. An individual who is authorized to bind the bidding company/firm contractually shall sign the Bid/Bidder Certification Sheet (Attachment 1). The signature must indicate the title or position that the individual holds in the firm. An unsigned bid may be rejected.

I. A bidder may modify a bid after its submission by withdrawing its original bid and resubmitting a new bid prior to the bid submission deadline. Bidder modifications offered in any other manner, oral or written, shall not be considered.

J. A bidder may withdraw their bid by submitting a written withdrawal request to the Authority, signed by the bidder or an authorized agent. A bidder may thereafter submit a new bid prior to the bid submission deadline. Bids may not be withdrawn without cause subsequent to the bid submission deadline.

K. The Authority may modify this IFB prior to the date fixed for submission of bids by the issuance of an addendum.

L. Bidders are cautioned not to rely on the Authority during the evaluation to discover and report to the bidder any defects and errors in the submitted documents. Bidders, before submitting their documents, should carefully proofread them for errors and adherence to the IFB requirements.

M. All documents submitted in response to this solicitation will become the property of the State of California and may be subject to the California Public Records Act (Government Code section 7920 et seq.). This includes any contact information within the documents, including that of references. Additionally, to the extent that a bidder believes its bid contains trade secret or proprietary information intended to be confidential, it is the bidder's responsibility to identify and redact such information. A separate redacted copy of the bid must be submitted along with the original unredacted bid, and it will be the bidder's responsibility to defend any redactions should a requester dispute them under the Public Records Act. In the absence of a pre-redacted bid, the Authority will treat the entire bid as a public record, except for any information the Authority is required to redact under California law.

10. Bid Opening

A. For security reasons, if you plan to attend the public bid opening, you must call or email the contact person indicated on the cover page of this IFB no less than twenty-four (24) hours prior to the bid opening date and time so that arrangements can be made for entrance into the Authority building.

B. The bid opening shall be held at: **Authority Headquarters 770 L Street, Suite 620, Sacramento, CA 95814**. At the sole discretion of the Authority, this bid opening may be held virtually.

The remainder of this page is left blank intentionally.

11. Disposition of Bids

A. All documents submitted in response to this IFB shall become the property of the State of California and shall be regarded as public records under the California Public Records Act (Government Code Section 7920 et seq.). However, the contents of all proposals, draft bids, correspondence, agenda, memoranda, working papers, or any other medium that discloses any aspect of a bidder's bid shall be held in the strictest confidence until notice of award is released. The content of all working papers and discussions relating to a bid shall be held in confidence indefinitely, unless the public's interest is best served by an item's disclosure because of its direct pertinence to a decision, agreement, or evaluation of a bid.

12. Evaluation and Selection

A. Each bid shall be checked for the presence or absence of required information in conformance with the submission requirements of this IFB.

B. The Authority shall put each bid through a process of evaluation to determine its responsiveness to the Authority's needs.

C. Pursuant to Public Contract Code section 1103, a bidder may be deemed not responsible, and their bid may be rejected, if they have previously been terminated for cause/breach for the same or similar services at the location designated in this IFB.

D. All bids may be rejected whenever the Authority determines that the cost is not reasonable or otherwise in the best interest of the Authority. There is no requirement to award an agreement if, in the opinion of the Authority, no bids were received containing a reasonable contract price or if there is another business-based reason not to make an award.

E. Bids that contain false or misleading statements, or which may provide references that do not support an attribute or condition claimed by the bidder, may be rejected. If, in the opinion of the Authority, such information was intended to mislead the Authority in its evaluation of the bid, and the attribute, condition, or capability is a requirement of this IFB, it shall be the basis for rejection of the bid.

F. A bid may be rejected if it is conditional or incomplete. The Authority may reject any or all bids. At the Authority's sole discretion, it may seek clarification regarding bid documents or information and may waive any immaterial deviation in a bid. The Authority's waiver of immaterial deviation shall in no way modify the IFB document or excuse the bidder from full compliance with all requirements if awarded the agreement. The Authority will not waive material deviations in a bid, which include, but are not limited to, deviations that affect the total price of the bid or give a bidder an advantage over other bidders.

G. A bid may be rejected if it contains any alterations of form or other irregularities of any kind. **The Authority does not accept alternate contract language from prospective contractors.** Bids with such language shall be considered a counter proposal and shall be rejected. The State's General Terms and Conditions (GTC) are not negotiable. The GTC may be viewed on the internet at: https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language

H. The final selection shall be made on the basis of the lowest responsible responsive bid. In the event there is a tie, each of the tied bidders shall be contacted by the contact person indicated on the cover page of this IFB regarding a date and time for a flip of a coin. The bidder whose bid was received first shall make the call. Bidders or their authorized representative(s) are allowed to be present for the flip of the coin.

13. Notice of Intent to Award Agreement

A. Upon written request by any bidder via email, regular mail, or personal delivery prior to award of the agreement, the Authority shall email bidders and post in a publicly accessible place a written notice of intent to award the agreement no less than five (5) business days prior to awarding the agreement. All written requests must be submitted to and received by the contact person indicated on the cover page of this IFB prior to award of the agreement.

B. Whenever an agreement is awarded under a procedure that provides for competitive bidding, but the agreement is not to be awarded to the lowest bidder, the Authority shall notify the lowest bidder in writing by email, overnight courier, or personal delivery no less than five (5) business days prior to the award of the agreement.

14. Notice of Contract Award

A. The Authority shall email or mail bidding contractors a written notice of contract award.

15. Standard Conditions of Service

A. Following the release of the written notice of contract award, the Authority shall email or mail the awarded contractor a prepared contract for signature that includes a cover letter instructing the awarded contractor on how to proceed. The cover letter may request that additional information and/or required documents be provided by the awarded contractor before the agreement can be fully executed.

B. Services shall be available on the expressed date set by the Authority after all approvals have been obtained and the agreement is fully executed.

C. All performance under the agreement shall be completed on or before the termination date of the contract.

D. No oral understanding or agreement shall be binding on either party.

The remainder of this page is left blank intentionally.

16. Required Documents (Awarded Contractor)

A. Prior to approval of the agreement, the awarded contractor shall provide the Authority with all of the following required documents within ten (10) calendar days after the contract has been forwarded to the awarded contractor for signature. If the awarded contractor fails to provide the Authority with all of the following required documents within the above specified number of calendar days after the contract has been forwarded to the awarded contractor for signature, the Authority, at its sole discretion, may deem the awarded contractor as non-responsive and may rescind the contract award:

(1). Contractor Certification Clauses

a. The awarded contractor shall sign and submit to the Authority, page one (1) of the Contractor Certification Clauses (CCC 04/2017) which can be found on the Internet at: https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language.

(2). Insurance Requirements

a. The awarded contractor shall provide the Authority with all of the following certificate(s) of insurance (Note: The Authority shall not be responsible for any premiums or assessments on insurance policies):

1. Commercial General Liability

A. Coverage shall provide limits of not less than $1 million per occurrence for bodily injury and property damage liability combined. The policy shall include coverage for liabilities arising out of premises operations, independent contractors, products/completed operations, personal and advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom a claim is made, or suit is brought, subject to the Contractor's limit of liability.

B. The insurance policy shall include the following additional insured endorsement that shall be supplied under a form acceptable to DGS, Office of Risk and Insurance Management (ORIM):

(1). The State of California, its officers, agents, and employees are included as additional insured, but only with respect to work performed for the State of California.

2. Automobile Liability

A. Coverage shall provide limits of not less than $1 million combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle, including owned, hired, and non-owned motor vehicles.

(1). The insurance policy shall include the following additional insured endorsement that shall be supplied under a form acceptable to DGS, ORIM:

a. The State of California, its officers, agents, and employees are included as additional insured, but only with respect to work performed for the State of California.

3. Workers' Compensation

A. Employer liability limits of not less than $1 million are required if the awarded contractor employs any person, in any manner, who is subject to the Workers' Compensation Laws of California. The awarded contractor shall maintain statutory workers' compensation and employer's liability coverage for all of its employees who will be engaged in the performance of the agreement. If the awarded contractor does not employ any person, in any manner, so as to not become subject to the Workers' Compensation laws of California, the awarded contractor shall contact the Authority Contract Analyst to request a Workers' Compensation Exemption Certification form. This form shall be completed by the awarded contractor and submitted to the Authority prior to approval of the agreement.

B. The awarded contractor's workers' compensation insurance policy shall be endorsed with a waiver of subrogation in favor of the State of California in the event the awarded contractor employs any person, in any manner, that is subject to the Workers Compensation Laws of California.

(3). Payment Bond

a. Per Public Contract Code Section 7103, the awarded contractor shall provide a payment bond equal to one-hundred percent (100%) of the total amount payable under the agreement if the awarded contractor's total bid amount exceeds $25,000.00. The payment bond must be printed on Standard Form 807 (STD 807) and must include the agreement number and the description of work to be performed under the agreement. The payment bond must be executed by the Contractor and a corporate surety authorized to transact a general surety business in the State of California.

(4). Performance Bond

a. The awarded contractor shall provide a performance bond equal to one-hundred-percent (100%) of the total amount payable under the agreement, guaranteeing faithful performance of the work if the awarded contractor's total bid amount exceeds $10,000.00. The performance bond must be issued by a corporate surety authorized to transact a general surety business in the State of California.

18. Small Business (SB) and Disabled Veteran Business Enterprise (DVBE) Goals

A. This IFB incorporates by reference the Authority's revised SB/DVBE Program, which establishes a twenty-five (25%) percent SB utilization goal, inclusive of a three percent (3%) goal for Microbusinesses (MB). Additionally, the SB/DVBE Program sets a three percent (3%) DVBE participation goal.

(1). Small Business Goal

a. The Contractor shall commit to meet or exceed the overall twenty-five percent (25%) SB utilization goal, inclusive of a three percent (3%) goal for MBs for this agreement as established by the SB/DVBE Program.

1. SB means a business certified by DGS / Office of SB and DVBE Services (OSDS) in accordance with GC § 14837 (d)(1) and 2 CCR §1896.12(a).

2. MB means an SB certified by DGS / OSDS in accordance with GC § 14837 (d)(2) and 2 CCR §1896.12(b).

(2). Disabled Veteran Business Enterprise Goal

a. The Contractor shall commit to meet or exceed the overall three percent (3%) goal for DVBE for this agreement as established by the SB/DVBE Program.

1. Only State of California OSDS-certified DVBEs who will perform a Commercially Useful Function (CUF) shall be used to satisfy the DVBE requirement. The term "DVBE contractor, subcontractor, or supplier" means any Person that satisfies the ownership (or management) and control requirements of 2 CCR § 1896.81, is certified in accordance with 2 CCR § 1896.84, and provides services or goods that contribute to the fulfillment of the contract requirements by performing a CUF as required in Military and Veterans Code (MVC) § 999(B).

19. Bid Preference(s)

A. The following preferences are applicable to this IFB:

(1). Small Business (SB) or Microbusiness (MB) Preference

a. Government Code section 14835 et seq. requires that a five percent (5%) preference be given to contractors who qualify as a certified SB or MB.

b. To claim the SB preference, your company/firm must have its principal place of business located in California and be certified by DGS. If the prospective Contractor is claiming the five percent (5%) SB preference, complete section 15 of Attachment 1 – Bid/Bidder Certification Sheet.

c. This preference shall not be awarded to a noncompliant bidder and shall not be used to achieve any applicable minimum requirements.

d. A certified SB bidder(s) shall have precedence over non-SB bidder(s) in the application of the SB preference.

e. SB Preference information can be found at the following website: https://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/OSDS/OSDS?search=OSDS.

(2). Non-Small Business (Non-SB) Preference

a. Non-SB preference information can be found at the following website: http://www.dgs.ca.gov (Note: Non-SB Preference cannot displace a direct award to an SB or an MB).

(3). Target Area Contract Preference Act (TACPA) **(Only applicable if the lowest bid received exceeds $100,000.00.)**

a. TACPA preference information can be found at the following website: http://www.dgs.ca.gov (Note: Only SB bidders and MB bidders can use a TACPA preference to displace another SB bidder or MB bidder).

20. Bid Incentive(s)

A. The following incentive is applicable to this IFB:

(1). Disabled Veteran Business Enterprise (DVBE) Participation Incentive

a. Per MVC § 999.5 and 2 CCR § 1896.98, an incentive between three percent (3%) and five percent (5%) is included in this solicitation. The DVBE incentive will be applied during the evaluation process for responsive bids offering DVBE participation.

b. If the prospective Contractor intends to claim the preference, the Contractor must identify the DVBE firm and percentage of bid price by completing Attachment 4 – Bidder Declaration & Subcontractor/Supplier List.

c. See Attachment 7 for DVBE Participation Incentive information (Note: DVBE Participation Incentive cannot displace a direct award to an SB or an MB).

DO NOT COMPLETE OR SUBMIT WITH YOUR BID!

SAMPLE

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
STD 213 (Rev. 10/2018)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (if applicable)

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

CONTRACTING AGENCY NAME
California High-Speed Rail Authority

CONTRACTOR NAME

2. The term of this Agreement is:

START DATE

THROUGH END DATE

3. The maximum amount of this Agreement is:

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	
Exhibit B	Budget Detail and Payment Provisions	
Exhibit C *	General Terms and Conditions	
Exhibit D	Special Terms and Conditions	
Exhibit E	Additional Provisions	
Exhibit F	Federal Terms and Conditions	

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

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)			
CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
PRINTED NAME OF PERSON SIGNING	TITLE		
CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED		

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME			
California High-Speed Rail Authority			
CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
770 L Street, Suite 620	Sacramento	CA	95814
PRINTED NAME OF PERSON SIGNING	TITLE		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		

EXHIBIT A
SCOPE OF WORK

1. BACKGROUND AND PURPOSE

A. The California High-Speed Rail Authority is responsible for planning, designing, building, and operating the first high-speed rail system in the state. California high-speed rail will connect the mega-regions of the state, contribute to economic development and a cleaner environment, create jobs, and preserve agricultural and protected lands.

B. The California High-Speed Rail Authority may enter into agreements with private and public entities for design, construction, and operation of high-speed rail trains, including all tasks and segments thereof pursuant to California Public Utilities Code section 185036. Additional authority for a State agency to enter into this Agreement (Agreement) includes Public Contract Code section 10335, et seq.

C. This Agreement is between the California High-Speed Rail Authority (Authority and/or State), an agency of the State of California, and [Contractor Name], a [form of entity] (Contractor). The Authority and Contractor are collectively referred to herein as the "Parties," or individually as "Party." The purpose of this Agreement is for the Contractor to provide services, as described in Section 2, Scope of Work, of this Exhibit A, to the Authority.

D. All inquiries during the term of this Agreement will be directed to the Contract Managers identified below:

AUTHORITY	CONTRACTOR
Contract Manager: **TBD**	Contract Manager: **TBD**
Address: **TBD**	Address: **TBD**
Phone: **TBD**	Phone: **TBD**
Email: **TBD**	Email: **TBD**

E. The Contract Managers may be changed without amendment as specified in Exhibit D, Special Terms and Conditions, Section 2, Contract Management, of this Agreement.

2. SCOPE OF WORK

A. The Contractor agrees to provide the Authority with all labor, supervision, equipment, materials and incidentals, and pay all taxes, insurance, bonds, license and permit fees, travel costs, and other costs, incidental to work to install, repair, and replace industrial door locks, handles and exit panic / push bar devices, doors / rollup doors, as more specifically described below in Section 2.C of this Exhibit A (Work), on a scheduled and/or emergency basis to Authority owned residential and commercial properties located in California's Central Valley for the term of this Agreement.

B. <u>Commencement of Work</u>

(1). The Contractor shall commence Work under this Agreement on the specified start date provided by the Authority Contract Manager (ACM) following the execution of this Agreement by the State. The ACM shall provide the Contractor with written notification of the start date prior to the Contractor commencing Work under this Agreement.

(2). The services shall be performed during normal business hours, Monday through Friday, 8:00 A.M. to 5:00 P.M., excluding State holidays, unless prior approval is obtained from the ACM. All work dates and times outside of the approved schedule must be approved by the ACM before work is performed.

C. Detailed description of work to be performed and duties:

(1). <u>General</u>

a. Scope of Work

1. The Contractor will perform Work as requested by the ACM through Task Orders (TO) for properties located within the Central Valley of California. The Central Valley includes the counties of Merced, Madera, Fresno, Tulare, Kern, and Kings. The Contractor will not provide any services outside of the TO.

2. The Contractor shall remove, transport, and legally dispose of all materials and/or debris that remain after Work is complete.

3. The Work may include:

A. Lubing all points of friction, including but not limited to, rollers, bearings, gears, and guides;

B. Ensuring the doors are balanced, the motor limiters are properly adjusted, the drive chains are tight, and the manual system is in proper working order;

C. Inspecting and testing all door functions, including but not limited to: the electrical wiring and connections, chains, chain shafts, gears, and bearings (if applicable);

D. Oiling all moving parts, aligning, and tightening drive chain on gate (if applicable);

E. Greasing chain shafts, bearings, etc.;

F. Chain lube, inspection, and link replacement;

G. Gate wheel grease and inspection;

H. Welding and/or repair of the gate structures and “V” groove wheel track (when applicable);

I. Adjustments for gates for proper clearances and tolerances;

J. Push Bar repair or replacement, as needed, and adjusting the tension on the Push Bar to comply with State Fire Marshal Code;

K. Door closer mechanism repair/adjustment / replacement;

L. Installing doors, tracks, and operating equipment, complete with necessary hardware, anchors, inserts, and equipment supports, in accordance with manufacturer’s installation instructions (if requested);

M. After installation, the Contractor shall lubricate all moving parts, adjust the tension on the springs for easy operation, tighten all hardware, and perform an inspection and safety check to ensure safe and proper operation of the complete door system;

N. Ensuring all roll-up doors properly close at the end of each day while Work is being completed. If not possible, the Contractor shall provide some type of security measure while the building is open;

O. Providing replacement parts to any of the above, as needed.

4. Materials shall conform to the following specifications:

   A. Hardware shall be commercial grade and door locks should be bolt and slide style;

   B. All new doors shall be a minimum of twenty-four (24) gauge;

   C. Door color shall be approved by ACM prior to installation (when applicable).

5. The Contractor shall handle materials in such a manner as to prevent damage. Damaged materials shall be replaced at the Contractor’s sole expense.

6. All debris and/or material shall be properly and legally disposed of at a local city/county landfill or other authorized commercial dump site.

7. The Contractor shall not confront any unauthorized non-Authority person who is on site during Work. The ACM or designee shall direct the Contractor as to where to go and/or what to do while the ACM contacts the proper “Law Enforcement” authority to resolve the situation.

8. The Contractor is expected to work in a professional and competent manner without direct supervision by the ACM or Authority staff.

9. As determined by the ACM, any Work or material that may be found to be substandard or not in compliance with city or local ordinances will subject the Contractor to a call back to redo the Work and bring the Work up to city or local ordinances. Any Work done on a callback, including any materials required, will be at the Contractor’s expense, including trucks used to pick up trash and debris.

10. If a third “call back” is needed to complete and/or correct a single Work item or Task Order, the Contractor is hereby advised that this shall be considered a poor work record and may constitute grounds for Agreement termination.

b. Requirements

1. The Contractor shall secure all necessary permits from applicable cities, counties, states, or other local jurisdictions, such as the State Fire Marshal, for any Work performed under this Agreement. All permits shall be inclusive of the Contractor’s bid rates.

2. While it is not necessary to obtain building permits to perform Work on Authority-owned properties, Work may be subject to inspection by local agency code enforcement, such as the State Fire Marshal. The ACM will also inspect it.

3. The Contractor must also have any licenses and certifications required by the local jurisdiction in which Work is to be performed.

4. The Contractor must keep fully informed of all existing state laws, any changes made to state laws, and county and municipal ordinances and regulations, which in any manner affect the Work, those engaged or employed in the Work, or the materials used in the Work to be performed.

5. The Contractor must perform the Work with the resources available within its own organization. The Contractor’s employees must be bona fide employees of the Contractor to perform the Work under this Agreement. The Contractor’s employees cannot be obtained through a subcontract with another firm, nor may they be leased. Additionally, no “Pick up labor” or “Day labor” may be used on any Work.

6. The Contractor shall document each project site with electronic photos before any Work is done on-site. After the Work has been deemed completed, the contractor shall document the project site with electronic photos. Before-and-after photos will be taken from the same perspective to provide consistent visual comparison.

7. The Contractor hereby unconditionally guarantees that all Work will be done in accordance with the requirements of the Agreement and further guarantees that Work under the Agreement will be and will remain free of defects in workmanship for a period of one (1) year and materials for a period of ninety (90) days from the date of completion unless a longer guarantee period is specifically called for in the relevant TO.

8. License Requirement:

   A. Contractor State License Board (CSLB) C61 / D28 (Doors, Gates, Activating Devices).

   B. Contractor State License Board (CSLB) C60 (Welding Contractor)

9. Miscellaneous/Unforeseen Repairs

   A. It will be probable that, during routine services, the need for a repair is discovered. A small fund has been set aside under this Agreement that will support miscellaneous and/or unforeseen repairs. During these times, the Contractor shall provide a legible proposal to repair the equipment. This will include a list of all parts required, cost per part, the estimated number of hours required to complete the repairs, and specify the equipment in need of repair. The Contractor will take pictures of what needs repair and include the pictures in the proposal that will be given to the ACM. No Work shall commence without the ACM’s approval of the cost for repair. If Work is approved by the ACM, the ACM will write up a corresponding TO and submit it to the Contractor for completion.

(2). <u>Authority Equipment Parts</u>

a. Malfunctioning Authority equipment parts shall be replaced by the Contractor with new equipment parts provided by the Contractor upon written approval by the ACM or their designee. All malfunctioning equipment parts that are replaced by the Contractor shall become the property of the Authority. Replacement equipment parts installed by the Contractor that fail, break, or do not perform properly due to not being installed in accordance with all equipment manufacturer requirements, all applicable standards, codes, and regulations, and all local, city, county, state, and federal requirements shall be replaced by the Contractor at no cost to the Authority.

(3). Authority Equipment Replacement

a. Malfunctioning or outdated Authority equipment shall be replaced by the Contractor with new equipment provided by the Contractor upon written approval by the ACM or their designee. All malfunctioning or outdated Authority equipment that is replaced by the Contractor shall become the property of the Authority. Replacement equipment installed by the Contractor that fails, breaks, or does not perform properly due to not being installed in accordance with all equipment manufacturer requirements, all applicable standards, codes, and regulations, and all local, city, county, state, and federal requirements shall be replaced by the Contractor at no cost to the Authority.

(4). Service Calls

a. The Contractor shall respond to equipment maintenance and/or repair service calls placed by the Authority during regular Authority business hours (8:00 AM to 5:00 PM, Monday through Friday, excluding state holidays). The Contractor shall also respond to equipment emergency repair service calls placed by the Authority outside of regular Authority business hours (5:00 PM – 8:00 AM), Monday through Sunday, including state holidays. When the Authority places a service call to the Contractor during regular Authority business hours, the Contractor shall begin performing Work for the Authority within nine (9) business hours following the Authority's service call. When the Authority places an emergency service call to the Contractor outside of regular Authority business hours, the Contractor shall begin performing Work for the Authority within two (2) hours following the Authority's service call.

(5). Trained Technicians

a. Work shall be performed by trained and qualified technician(s).

(6). Noise Abatement

a. The Contractor shall ensure that all Work is performed in compliance with all city and county noise abatement laws, ordinances, and regulations.

(7). Meetings

a. The ACM and the Contractor shall attend a Kick-Off meeting at the Authority office, at a mutually agreed-upon date and time, within one (1) week after the execution of this Agreement to perform a walk-through of the premises. Additional meetings may be scheduled at the request of either the ACM or the Contractor. Should either Party request a meeting, such Party shall propose dates and times for the meeting, to take place within one (1) week of such Party's request, and the other Party shall respond within forty-eight (48) hours with an agreed-upon date and time.

b. The ACM and the Contractor shall attend a Safety Training meeting at the Authority office, on a mutually agreed-upon day and time, within one (1) week after the execution of this Agreement. Additional meetings may be scheduled at the request of either the ACM or the Contractor. Should either Party request a meeting, such Party shall propose dates and times for the meeting, to take place within one (1) week of such Party’s request, and the other Party shall respond within forty-eight (48) hours with an agreed-upon date and time.

(8). Waste Transportation and/or Disposal

a. The Contractor shall be solely responsible for adhering to any and all local, city, county, state, and federal laws and regulations pertaining to the proper transportation and/or disposal of all waste products while performing Work under this Agreement. The Contractor shall indemnify, defend, and hold harmless the state, its officers, agents, and employees from any and all claims, injuries, suits, damages, and losses arising out of or in connection with the improper transportation and/or disposal of all waste products.

(9). Loss/Damage

a. The Authority shall be relieved from all risks of loss or damage to all equipment/parts during periods of transportation by the Contractor or any agent of the Contractor.

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EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. Budget Contingency Clause

   A. It is mutually agreed that this Agreement shall be of no further force and effect if the Budget Act of the current year and/or any subsequent years, if applicable, covered under this Agreement, does not appropriate sufficient funds for the Work identified in Exhibit A. In this event, the Authority shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Agreement, and the Contractor shall not be obligated to perform any provision of this Agreement.

   B. After execution or commencement of this Agreement, if the funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this Project, the Authority shall have the option to either: 1) cancel this Agreement with no further liability occurring to the Authority; or 2) offer an amendment to the Agreement to reflect the reduced amount.

   C. This Agreement is valid and enforceable only if sufficient funds are made available to the State of California by the United States Government or the California State Legislature for the purpose of this Authority program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the United States of America or the California State Legislature during the Agreement term that affects the provisions, terms, or funding of this Agreement in any manner.

2. Invoice and Payment

   A. For services satisfactorily rendered in accordance with the terms of this Agreement, and upon receipt and approval of the invoices by the ACM, the Authority agrees to compensate the Contractor for actual hours worked on an actual cost basis not to exceed the loaded hourly billing rates, inclusive of actual hourly rate, fringe, indirect/overhead, general and administrate, and fees, identified in Attachment 2, Cost Sheet.

   B. The Contractor shall not charge for invoicing or be reimbursed for the administrative act of invoicing the Authority for Work performed under the Agreement.

   C. The Contractor agrees to compensate all subcontractors with the same payment structure.

   D. No payment shall be made in advance of services rendered.

   E. If requested by the Authority, the Contractor shall provide payroll verification for any individual within thirty (30) days of the Authority’s request.

   F. The total amount payable by the Authority for this Agreement shall not exceed the amount on the STD 213. It is understood and agreed that this total is the maximum amount payable to the Contractor and that the actual amount of Work requested by the Authority, and payment, therefore, may be less.

G. The Contractor shall provide one (1) electronic original copy of the invoice for payment. Invoices shall be submitted no more than monthly in arrears and no later than thirty (30) days after completion of each billing period or upon completion of a task to:

Financial Office
California High-Speed Rail Authority
770 L Street, Suite 620 MS 3
Sacramento, CA 95814
accountspayable@hsr.ca.gov

H. The Contractor shall also electronically submit one (1) additional courtesy copy of the invoice and supporting documentation to the ACM or designee at the email address identified in Exhibit A, Scope of Work.

I. If requested by Authority, Contractor shall provide paper copies of the invoice for payment, receipts, and other documentation identified in Section 3, Invoice Content, of this Exhibit B.

J. The date of invoice delivery shall be the date the Authority receives the electronic original copy to the Financial Office at the email address listed in Section 2, Invoice and Payment, Subsection G of this Exhibit B.

3. Invoice Content

A. An invoice shall consist of, but not be limited to, the following:

(1). Agreement number, date prepared, maintenance service hours, repair service hours, emergency hours, repair or replacement parts, and billing period.

(2). The Contractor’s loaded hourly billing rates by individual, as identified on Attachment 2, Cost Sheet. Each invoice shall include actual hours incurred, cumulative hours incurred to date, and budgeted hours for each individual by workplan category or task (as specified in Attachment 2, Cost Sheet, and by reference to Task Orders, as applicable) during the billing period.

(3). Actual, allowable other direct costs, including special equipment if requested by the Authority, miscellaneous costs, and materials.

(4). If applicable, an indication of whether the Contractor is certified as a California Certified Small Business (SB), Microbusiness (MB), Small Business for the Purpose of Public Works (SB-PW), or Disabled Veteran Business Enterprise (DVBE). Subcontractor and vendor invoices shall also indicate whether a subcontractor or vendor is an SB, MB, SB-PW, or DVBE.

(5). The Contractor shall retain supporting documentation of amounts invoiced for audit purposes, available to the Authority upon request. The Contractor shall include appropriate provisions in each of its subcontracts/subagreements to secure adequate supporting documentation to verify all subcontractor services and expenses invoiced for payment under this Agreement.

(6). By workplan category or task (as specified in Attachment 2, Cost Sheet, and by reference to Task Orders, when applicable): cumulative amounts, budgeted by Agreement, billed to date, current billing, and balance of funds.

(7). Documentation to support the progress of the Work performed during the billing period. The ACM may require additional descriptions, documentation and information required for invoicing as necessary.

(8). A narrative that documents the progress of the Work, including a description of Contract’s activities performed under this Agreement during the billing period.

(9). The Postconsumer-Content Certification Form, CalRecycle Form 74: The Contractor shall report in its invoice to the Authority on a monthly basis the percentages of recycled products used for reportable purchases under the State Agency Buy Recycled Campaign (SABRC) pursuant to California Public Contract Code sections 12200 through 12217.

(10). If overtime is invoiced, written authorization from the ACM must be included. Absent this authorization, only straight time/regular billing rate for hours submitted will be paid.

(11). The signature of an authorized representative of the Contractor certifying under penalty of perjury that the information contained in the invoice is true and correct.

4. Prompt Payment Act

A. Payment will be made in accordance with, and within the time specified in, Government Code section 927, et seq. The date of invoice delivery shall be the date the Authority receives the electronic original at the email address listed in Section 2, Invoice and Payment, Subsection F, of this Exhibit B.

5. Excise Tax

A. The State of California is exempt from federal excise taxes, and no payment will be made for any federal excise taxes levied on the Contractor. The Authority will only pay for any State of California or local sales or use taxes on the services rendered to the Authority pursuant to this Agreement. For clarification on excise tax exemptions, refer to the State Administrative Manual section 3585.

6. Invoice Disputes

A. Payments shall be made to the Contractor for undisputed invoices. An undisputed invoice is an invoice submitted by the Contractor for services rendered and for which additional evidence is not required to determine its validity. The invoice will be disputed if all deliverables due for the billing period have not been received and approved, if the invoice is inaccurate, or if it does not comply with the terms of the Agreement. If the invoice is disputed, the Contractor will be notified via a Dispute Notification Form, or with other written notification within fifteen (15) Working Days of receipt of the invoice; the Contractor will be paid the undisputed portion of the invoice.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

GTC 02/2025

Under the California High-Speed Rail Authority's standardized agreement process, a hardcopy of Exhibit C, GTC 02/2025, is not included in the Agreement but is incorporated herein by reference. As indicated on the STD 213, a copy of Exhibit C can be found at the Department of General Services State Contract Language Page.

If you do not have internet access, or otherwise cannot access the GTC 02/2025, please contact the Contracts and Procurement Branch below to receive a copy:

Contracts and Procurement Branch
(916) 324-1541
770 L Street, Suite 620 MS 7
Sacramento, California 95814
contracts@hsr.ca.gov

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EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. Term

   A. The term of this Agreement is as identified in Section 2 of the Standard Agreement (STD 213).

2. Contract Management

   A. The Contractor's Contract Manager is responsible for the day-to-day Work status, decisions, and communications with the ACM. The Contractor may change its Contract Manager by giving written notice to the Authority, but the Authority reserves the right to approve any substitution of the Contract Manager. This approval shall not be unreasonably withheld.

   B. There shall be no change in the Contractor's Contract Manager or key members of the Contractor's team without prior written approval by the ACM. The new key members of the Contractor's team shall have the qualifications identified in the procurement documents for this Agreement and should have qualifications equal to or greater than the qualifications of the personnel they are replacing. Approval shall not be unreasonably withheld. For other new members of the Contractor's team, the individuals must be qualified for the position and are subject to Authority approval or rejection. If the Contractor obtains approval from the ACM to add or substitute personnel, the Contractor must provide the Personnel Request Form (to be obtained from the ACM) or a written request on the Contractor's letterhead, a copy of the resume for the additional or substituted personnel, along with a copy of the payroll verification for that person.

   C. The Authority, at its sole discretion, may provide written notice requiring that the Contractor remove or terminate from the Agreement any personnel of the Contractor, subcontractor, or supplier that the Authority deems objectionable.

   D. The Authority may change its Contract Manager at any time by giving written notice to the Contractor without an amendment.

3. Subagreements

   A. For purposes of this Agreement, subcontractor and subconsultant are used interchangeably, and the provisions of this Agreement that apply to subcontractors/subconsultants apply to subagreements/subcontracts with both subcontractors and subconsultants, at all tiers.

The remainder of this page is intentionally left blank.

(1). Nothing contained in this Agreement or otherwise shall create any contractual relationship between the Authority and any subcontractors, and no subcontract/subagreement shall relieve the Contractor of its responsibilities and obligations under this Agreement. The Contractor agrees to be fully responsible to the Authority for the acts and omissions of its subcontractors, including for persons either directly or indirectly employed by those subcontractors, to the same extent the Contractor is liable for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by the Contractor. The Contractor's obligation to pay its subcontractor is an independent obligation from the Authority's obligation to make payment to the Contractor. As a result, the Authority shall have no obligation to pay or enforce the payment of any moneys to any subcontract/subagreement.

(2). The Contractor shall perform the Work contemplated with resources available within its own organization, and no portion of the Work shall be subcontracted without written authorization by the ACM, except that which is expressly identified in Exhibit B, Attachment 1 – Rate Sheet.

(3). Unless specifically noted otherwise, any subcontract/subagreement in excess of $25,000 entered into as a result of this Agreement shall contain all the applicable provisions stipulated in this Agreement.

(4). The Contractor shall pay its subcontractors within seven Working Days from receipt of each payment made to the Contractor by the State.

(5). Any substitution of subcontractors must be approved in writing by the ACM in advance of assigning work to a substitute subcontractor.

4. <u>Confidentiality of Data</u>

A. All financial, statistical, personal, technical, or other data and information relative to the Authority's operations, which is designated confidential by the Authority and made available to the Contractor in order to carry out this Agreement, shall be protected by the Contractor from unauthorized use and disclosure. The Contractor shall implement appropriate measures designed to ensure the confidentiality and security of all data and information designated confidential by the Authority, protect against any anticipated hazards or threats to the integrity or security of such information, protect against unauthorized access or disclosure of information, and prevent any other action that could result in substantial harm to the Authority or an individual identified within the data.

B. The Contractor shall protect and maintain the security of data with protection security measures that include maintaining secure environments that are patched and up to date with all appropriate security updates.

C. The Contractor agrees to store all Authority data, including backup data as part of its backup and recovery processes, in encrypted form, using no less than an Advanced Encryption Standard (AES) 128-bit encryption key.

D. Permission to disclose information on one occasion or during a public hearing held by the Authority relating to this Agreement shall not authorize the Contractor to disclose further such information or disseminate the same on any other occasion.

E. The Contractor shall not comment publicly to the press or any other media regarding this Agreement or the Authority's actions on the same, except to the Authority's staff, the Contractor's own personnel, including subcontractors, affiliates, and vendors, involved in the performance of this Agreement, at public hearings, or in response to questions from a Legislative Committee.

F. The Contractor shall not issue any news release or public relations item of any nature whatsoever regarding Work performed or to be performed under this Agreement without prior review of the contents thereof by the Authority and receipt of the Authority's written permission.

G. The Authority may reasonably request that the Contractor protect the confidentiality of certain data in a specified manner to ensure that confidentiality is maintained. The Contractor has the right to reasonably decline the Authority's request. In the event that such a request requires the Authority to take steps beyond those otherwise required by this Section 4 in order for the Contractor to comply, the Contractor shall notify the Authority as to the cost of compliance, and the Authority may thereafter, in its sole discretion, direct the Contractor to take such steps.

H. Upon the expiration or earlier termination of this Agreement, Contractor shall (a) destroy all forms of Confidential Information (as defined in Section 5, Confidentiality Clause, Subsection B, below) of the Authority, including any and all copies thereof, and those portions of any documents, memoranda, notes, studies and analyses prepared by the Contractor that contain, incorporate or are derived from such Confidential Information and provide written certification of such destruction to the Authority in a form reasonably acceptable to the Authority, provided that the Contractor have the right to retain one copy of any such Confidential Information for archival purposes, provided such copy shall continue to be maintained on a confidential basis subject to the terms of this Agreement, and (b) Immediately cease use of such Confidential Information as well as any information or materials that contain, incorporate, or are derived from such Confidential Information. This provision may be waived at the Authority's sole discretion.

I. The confidentiality obligations shall survive termination of this Agreement with the Contractor for a period of thirty-five (35) years, or for so long as the information remains confidential, whichever is longer, and will inure to the benefit of the Authority and its successors and assigns.

J. Any subcontract/subagreement entered into as a result of this Agreement shall contain the exact text of all of the provisions of this Confidentiality of Data clause, regardless of the dollar amount of the subcontract/subagreement.

5. Confidentiality Clause

A. The terms and conditions of this Agreement and the Work described herein, including communication with third parties, are to be held confidential between the Parties to this Agreement and shall not be disclosed to anyone else, except as shall be necessary to effectuate Agreement terms or comply with State of California or federal law. Any disclosure in violation of this section shall be deemed a material breach of this Agreement.

B. The Contractor agrees to hold Confidential Information in confidence in accordance with the terms of this Agreement and agrees to use Confidential Information solely in accordance with the terms of this Agreement. “Confidential Information” shall include all non-public business-related information, written or oral, disclosed or made available to the Contractor directly or indirectly, through any means of communication by the Authority or any of its consultants, affiliates, or representatives of the Contractor.

C. The Contractor agrees to require its employees who have access to and/or receive Confidential Information to execute a written agreement requiring the employees to abide by the terms of this Confidentiality Clause, to the extent applicable. Such written agreements shall be made available to the Authority upon request.

D. The Authority reserves the right to request Contractor employees to execute individual confidentiality agreements when necessary (e.g., procurements). The Authority shall have sole discretion as to the form and content of such confidentiality agreements.

E. The Contractor agrees to include all provisions of the Confidentiality Clause in all subcontracts, regardless of the dollar amount of the subcontract, and to enforce the requirements thereof. This provision is intended to inure to the benefit of the Authority and its successors and assigns.

F. All subsections of this Confidentiality Clause shall survive termination of this Agreement with the Contractor for a period of ten (10) years, or for so long as the information remains confidential, whichever is longer, and will inure to the benefit of the Authority and its successors and assigns.

6. Conflict of Interest

A. The Contractor and its employees, and all of its subcontractors and employees, shall comply with the Authority’s Conflict of Interest Code and Organizational Conflict of Interest Policy.

B. The Contractor certifies by execution of this Agreement that the Agreement was not obtained through rebates, kickbacks, or other unlawful considerations either promised or paid to an Authority employee. In addition to any other applicable legal prohibitions, failure to adhere to the certification may be cause for contract termination and recovery of damages under the rights and remedies due the Authority under the default provision of the Agreement.

C. The Contractor may be required to submit an Economic Interest Statement (Fair Political Practices Commission’s Form 700) from each employee or subcontractor whom the Authority’s Legal Office, in consultation with the ACM or designee, determines is a designated employee under the Political Reform Act, subject to the requirements and restrictions of the Act. Such determination will be based on the nature of the Work to be performed by the employee or subcontractor. Each employee and subcontractor determined to be a designated employee under the Political Reform Act shall be subject to the same disclosure category or categories applicable to the Authority’s staff who performs the same nature and scope of work as the Contractor.

D. The Contractor shall compile and maintain documentation of compliance with this section as to: (i) all employees or subcontractors required by the Authority’s Legal Office to submit a Fair Political Practices Commission’s Form 700, and (ii) any mitigation requirements resulting from an Organizational Conflict of Interest Determination issued by the Authority’s Legal Office.

E. To the extent that mitigation measures are required as to the Contractor and/or any of its subcontractors, Contractor is required to self-certify annually that all required organizational conflict mitigations are in place and have been enforced.

(1). The ACM for this Agreement is responsible for enforcing and providing oversight related to any required conflict mitigation measures.

7. Settlement of Disputes

A. The Parties agree to use their best efforts to resolve disputes arising under this Agreement in an informal fashion through consultation and communication, or other forms of non-binding alternative dispute resolution mutually acceptable to the Parties.

B. To the extent consistent with law, rules, and regulations, any dispute that is not disposed of by mutual agreement in Section A above will be decided by the Authority’s Chief Administrative Officer, who may consider any written or verbal evidence submitted by the Contractor. The decision of the Authority’s Chief Administrative Officer, issued in writing, will be the final decision of the Authority. The final decision of the Authority is not binding on the Contractor.

C. In the event of a dispute, the language contained within this Agreement shall prevail over any other language, including that of the proposal.

D. Neither the pendency of a dispute nor its consideration by the Authority’s Chief Administrative Officer will excuse the Contractor from full and timely performance in accordance with the terms of this Agreement.

8. Termination

A. Termination for Cause: In accordance with Section 7 of Exhibit C: GTC 02/2025, the Authority reserves the right to terminate this Agreement immediately in the event of breach or failure of performance by the Contractor.

B. Termination for Convenience: The Authority reserves the right to terminate this Agreement upon thirty (30) days' written notice to the Contractor if terminated for the convenience of the Authority.

C. Contractor Claims Against this Agreement Under Early Termination: The Contractor agrees to release the Authority from any and all further claims for services performed arising out of this Agreement, or its early termination, upon acceptance by the Contractor of payment for costs actually incurred for Work performed prior to receipt of the notice of termination and actual costs incurred as a result of termination, including the costs of preparing files for return to the Authority as required by Section 14, Ownership of Data, of this Exhibit D.

9. Non-Waiver

A. Either Party's waiver of any breach or failure to enforce any of the terms, covenants, conditions, or other provisions of the Agreement at any time shall not affect the validity of this Agreement in whole or in part and shall not in any way limit or waive that Party's right thereafter to enforce or compel strict compliance with every term, covenant, condition or other provision, any course of dealing or custom of the trade notwithstanding. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. Furthermore, if the Parties make and implement any interpretation of the Agreement without documenting such interpretation by an instrument in writing signed by both Parties, such interpretation and implementation thereof will not be binding in the event of any future disputes. The consent by one Party to any act by the other Party requiring such consent shall not be deemed to render unnecessary the obtaining of consent to any subsequent act for which consent is required, regardless of whether similar to the act for which consent is given.

B. No act, delay, or omission done, suffered, or permitted by one Party or its agents shall be deemed to waive, exhaust, or impair any right, remedy, or power of such Party under any Agreement, or to relieve the other Party from the full performance of its obligations under the Agreement. No remedy available in this Agreement is intended to be exclusive of any other remedy, and every remedy shall be cumulative and shall be in addition to every other remedy provided therein or available at law or in equity. No custom or practice between the Parties in the administration of the terms of the Agreement shall be construed to waive or lessen the right of a Party to insist upon performance by the other Party in strict compliance with the terms of the Agreement.

C. No waiver of any term, covenant, or condition of the Agreement shall be valid unless in writing and signed by the Party providing the waiver.

10. Headings and Rules of Construction

A. The titles of sections and subsections herein have been inserted for convenience of reference only and shall not control or affect the meaning or construction of any of the terms or provisions herein. All references herein to the singular shall include the plural, and vice versa. Unless otherwise specified, the words “including,” “includes,” and “include” shall be deemed to be followed by the words “without limitation.”

11. Stop Work

A. The ACM may, at any time, by written notice to the Contractor, require the Contractor to stop all or any part of the Work in this Agreement.

B. Upon receipt of such stop work order, the Contractor shall immediately take all necessary steps to comply therewith and to minimize the incurrence of costs allocable to Work stopped. The Contractor shall immediately advise the Authority if the stop work order creates a situation that would present a danger to the health or safety of any person. The Authority shall review such information and may direct the Contractor to proceed in the manner determined by the Authority.

C. The Contractor shall resume the stopped Work only upon receipt of written instruction from the ACM canceling the stop work order.

D. An equitable adjustment shall be made by the Authority based upon a written request by the Contractor for an equitable adjustment to this Agreement in the event of a stop-work order. Such an adjustment request must be made by the Contractor within thirty (30) days from the date of receipt of the stop work order and be supported by documentation.

12. Nondiscrimination Compliance

A. During the performance of this Agreement, the Contractor and its subcontractors shall not deny the Agreement's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The Contractor shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

B. The Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (California Code of Regulations, title 2, section 11000, et seq.), the provisions of article 9.5, Chapter 1, Part 1, Division 3, title 2 of the Government Code (sections 11135-11139.5), and the regulations or standards adopted by the Authority to implement such article.

C. The Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the Authority upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, other sources of information, and its facilities as said Department or the Authority shall require to ascertain compliance with this clause.

D. The Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

E. The Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts/subagreements to perform work under this Agreement.

13. Evaluation of the Contractor

A. An evaluation of the Contractor's performance will be performed whenever the Authority deems it appropriate to do so. A copy of the evaluation will be sent to the Contractor for comment. The evaluation, together with the comments, shall be retained by the Authority. Contractor performance evaluations may be considered in the evaluation of future solicitations.

B. Performance of the Contractor under this Agreement shall be evaluated. At the conclusion of the Agreement, the evaluation shall be prepared on the Contract/Contractor Evaluation Sheet, STD 4. A copy of any negative evaluation for agreements over $5,000 shall be sent to the Department of General Services, Office of Legal Services.

14. Ownership of Data

A. During the term of this Agreement, and upon completion of any and all Work under this Agreement, all intellectual property rights, ownership, and title to all reports, documents, plans, specifications, electronic documents, and estimates produced as part of this Agreement will automatically be vested in the Authority, and no further agreement will be necessary to transfer ownership to the Authority. The Contractor shall furnish the Authority with all necessary copies of data.

B. The Contractor is not liable for claims, liabilities, or losses arising out of, or connected with, the modification or misuse by the Authority of the electronic machine readable information and data provided by the Contractor under this Agreement; further, the Contractor is not liable for claims, liabilities, or losses arising out of, or connected with, any use by the Authority of the Project documentation on other projects, for additions to this Project, or for the completion of this Project by others, except for such use as may be authorized, in writing, by the Contractor.

C. Any subcontract/subagreement in excess of $25,000, entered into as a result of this Agreement, shall contain all of the provisions in this clause.

D. "Generated data" is data that the Contractor has collected, collated, recorded, deduced, read out, or postulated for utilization in the performance of this Agreement. Any electronic data processing program, model, or software system developed or substantially modified by the Contractor in the performance of this Agreement at the Authority's expense, together with complete documentation thereof, shall be treated in the same manner as "generated data." "Generated data" shall be the property of the Authority, unless and only to the extent that it is specifically provided otherwise in this Agreement. "Generated data," as defined herein, shall not include proprietary data, as defined below.

E. “Proprietary data" is such data as the Contractor has identified in a satisfactory manner as being under Contractor’s control prior to commencement of performance of this Agreement, and which Contractor has reasonably demonstrated as being of a proprietary nature either by reason of copyright, patent, or trade secret doctrines in full force and effect at the time when performance of this Agreement is commenced. The title to "proprietary data" shall remain with the Contractor throughout the term of this Agreement and thereafter. The extent of the Authority’s access to and the testimony available regarding the proprietary data shall be limited to that reasonably necessary to demonstrate, including in a scientific manner to the satisfaction of scientific persons when applicable, the validity of any premise, postulate, or conclusion referred to or expressed in any deliverable for this Agreement.

15. <u>Amendment</u>

A. This Agreement may be modified by amendment with mutual consent of the Parties as to time, money, and other provisions, to the extent allowable by law. The amendment shall be made in accordance with Exhibit C: GTC 02/2025, Section 2, Amendment. If the provisions in this section conflict with the Exhibit C: GTC 02/2025, the terms of the Exhibit C: GTC 02/2025 control over the terms of this clause.

B. To exercise an option to extend the term of this Agreement for an additional twelve (12) months. The option to extend for additional periods is at the sole discretion of the Authority. The rate for additional periods shall be the same amount as specified in Exhibit B.

C. To extend the term of this Agreement for up to an additional six (6) months under the same terms and the same or lower rates, where legal action delays the award of a new agreement.

D. To amend a list of service locations when offices relocate, close, or no longer require services.

E. To correct incidental or typographical errors.

F. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the Parties, and all necessary approvals have been obtained. No oral understanding or agreement not formally incorporated in writing into the Agreement is binding on the Parties.

G. The Contractor shall only commence Work covered by an amendment after the amendment is executed and a Notice to Proceed for such Work has been provided by the ACM.

H. The Contractor shall execute a new California Civil Rights Laws Certification to accompany any amendment to this Agreement.

16. Survival

A. The Contractor's obligations under Exhibit D: Section 4, Confidentiality of Data, Exhibit D: Section 5, Confidentiality Clause, Exhibit D: Section 8, Termination, Exhibit D: Section 14, Ownership of Data, Exhibit E: Section 2, Indemnification, Exhibit E: Section 11, Insurance, to the extent such insurance is required to be maintained past the Agreement term, and any other provisions that impose an obligation of confidentiality and/or nondisclosure shall survive the termination, expiration, and/or end date of this Agreement unless otherwise stated within the provision. Subcontracts/subagreements entered into with subcontractors, regardless of dollar amount, shall contain this provision for the benefit of the Authority.

17. Compliance with Laws

A. The Contractor shall follow all applicable laws, codes, and regulations in carrying out the Work.

18. Electronic or E-Signatures

A. In accordance with the Uniform Electronic Transactions Act, California Civil Code sections 1633.1-1633.17, and State Administrative Manual Management Memo 20-07, electronic signatures or e-signatures are acceptable on contract forms, invoices, and documents and have the same legal effect or enforceability as if they were an “original” or “wet” signature. The Authority and the Contractor signatories must have unequivocally approved the same document.

19. Counterparts

A. This Agreement may be executed in any number of counterparts, and each such counterpart shall be deemed to be an original instrument, all of which together shall constitute one and the same instrument. Counterparts of this Agreement may be exchanged via email or other electronic means, and any email or electronic exchange of a Party’s signature, or any digital signature of a Party, which complies with the Uniform Electronic Transactions Act, shall be deemed to be an original signature for all purposes.

20. Severability

A. This provision is in addition to the Unenforceable Provision requirements contained in Exhibit C: GTC 02/2025. If this provision conflicts with Exhibit C: GTC 02/2025, the terms of Exhibit C: GTC 02/2025 control over the terms of this clause. If any provision of this Agreement is prohibited by law, invalid, or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect; provided that in such event the Parties hereto shall in good faith attempt to replace the invalid or unenforceable provision with one that is valid and enforceable and comes as close as reasonably possible to expressing or achieving the intent of the Parties with regard to the original provision. Upon agreement of the Parties, this Agreement shall be amended by a signed writing to incorporate the substitute language.

21. Entire Agreement

A. This Agreement, with its Exhibits and Attachments stated on the STD 213, represents the entire and integrated final executed agreement between the Authority and the Contractor, and supersedes and replaces all prior and contemporaneous understandings, agreements, arrangements, negotiations, and representations, whether written or oral, with respect to the subject matter hereof.

B. Each Party represents by its signature on the STD 213 that it has read the final executed Agreement and understands the terms and agrees that it has not relied on any act, statement, or representation other than as specifically recited herein.

C. By signing the STD 213, the Parties represent and confirm that the Agreement was executed by persons with the legal authority to do so.

22. Submittal Requirements

A. Where Contractor is required to make available or provide submittals, reporting data, correspondence, or any other information to the Authority, Contractor shall make available or provide such information in a form and method acceptable to the Authority. The Authority may at any time designate new systems and processes for use by the Contractor to make available or provide such submittals and information to the Authority, which the Contractor shall use as directed by the Authority.

23. Standards of Conduct

A. The Contractor shall maintain a satisfactory standard of employee competency, appearance, conduct (including threats, use of profanity, violence, harassment, impugning the character of others, etc.), and integrity, and shall be responsible for taking such disciplinary action with respect to its employees as may be necessary.

B. The Authority reserves the right to seek the substitution of any employee who violates this provision.

24. Contractor Name Change and Assignment

A. Name Change

(1). An amendment to this Agreement is required to change the Contractor’s name as specified in this Agreement. Upon receipt of legal documentation of a name change, the Authority shall process a formal written amendment to this Agreement to change the Contractor’s name. Invoices for Work under the new name shall not be paid prior to the execution of a written amendment.

The remainder of this page is intentionally left blank.

B. Assignment

(1). This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the Authority in the form of an approved written amendment to this Agreement. Upon receipt of official documentation justifying an assignment (e.g., certified filing from the California Secretary of State, sales agreement signed by both Parties, Notice of Assignment signed by both Parties), the Authority may process a formal written amendment to assign this Agreement. The Contractor must continue to provide all work/services required under this Agreement prior to the execution of a written amendment to this Agreement for an assignment. Invoices for services performed prior to execution of a written amendment to this Agreement for an assignment must be submitted under the assigning Contractor's name as currently specified in this Agreement in order to be paid.

25. <u>Small Business Participation and Disabled Veteran Business Enterprise Participation Goals and Reporting Requirements</u>

A. This Agreement is subject to SB and DVBE, and Disadvantaged Business Entity participation goals in compliance with State of California and federal law. (1. SB: California Executive Orders S-02-06 and D-43-01, and Government Code §§ 4532-4535, 11148.5, 12098.4, and 14835-14847, et seq.; 2. DVBE: Public Contract Code (PCC) § 10115, et seq., Military and Veterans Code (MVC) § 999, et seq., and California Code of Regulations (CCR) Title 2 §1896.61, et seq.

B. The Authority established a "Small and Disadvantaged Business Enterprise Program" on August 2, 2012. This IFB incorporates by reference the Authority's revised SB/DVBE Program dated November 2, 2023, which establishes a twenty-five (25) percent SB utilization goal, inclusive of a three (3) percent goal for Microbusinesses (MB) that is calculated based on total contract dollars received from state funds. Additionally, the SB/DVBE and an additional three (3) percent DVBE participation goal. DVBE and DBE goals are calculated based on total contract dollars. (The Authority's SB Program is available on the Authority's website.) The Contractor shall be responsible for complying with any revised or modified Authority SB Program, including all reporting requirements.

C. Further details about the Authority's goal and its SB program may be found on the Authority's website at https://hsr.ca.gov/business-opportunities/small-business-program/

D. SB Goal

(1). The Contractor commits to meet or exceed the overall twenty-five (25) percent SB utilization goal, inclusive of a three (3) percent goal for MBs for this Agreement as established by the SB Program. SB means a business certified by the California Department of General Services (DGS)/ Office of SB and DVBE Services (OSDS) in accordance with GC § 14837 (d)(1) and 2 CCR 1896.12(a). Microbusiness means an SB certified by the Department of General Services/OSDS in accordance with GC § 14837 (d)(2) and 2 CCR 1896.12(b). In addition, Government Code §§ 14837 and 14838 identifies a SB certification category for the purpose of Public Works contracts/projects.

E. DVBE Goal

(1). Under the SB Program, the Contractor commits to meet or exceed a (3) three percent goal for DVBE participation under this Agreement. Only State of California OSDS-certified DVBEs that will perform a Commercially Useful Function shall be used to satisfy the DVBE requirement. The term “DVBE contractor, subcontractor, or supplier” means any Person that satisfies the ownership (or management) and control requirements of CCR Title 2 § 1896.81, is certified in accordance with CCR Title 2 § 1896.84, and provides services or goods that contribute to the fulfillment of the contract requirements by performing a CUF as required in MVC § 999(B).

(2). This three (3) percent DVBE goal is calculated based on total contract dollars.

F. For this Agreement, the current anticipated total contract value is $ _____**TBD**_____. Of that amount, the total SB value is $_____**TBD**_____ (25% of the state-funded amount), inclusive of the MB carveout value of $_____**TBD**____ (3% of the state-funded amount). The DVBE value is $_____**TBD**_____ (3% of the total contract value).

G. Each certified SB, MB, SB-PW, and DVBE identified by the Contractor must perform a CUF in the performance of the entire Agreement as defined in Govt. Code section 14837(d)(4) and the HSR SB Program. (GC § 14837(d)(4); Title 2 CCR § 1896.15.)

H. SB and DVBE Reporting Requirements.

(1). The following requirements either restate or are in addition to the SB participation and DVBE participation reporting requirements contained in Section 19 of the General Terms and Conditions (GTC 02/2025) in Exhibit C of this Agreement:

a. The Contractor shall, within sixty (60) days of receiving final payment under this Agreement, or within such other time period as may be specified elsewhere in this Agreement, report to the Authority the actual percentage of SB participation that was achieved. (Govt. Code § 14841.) SB, MB, and SB-PW classifications are included within this reporting requirement.

b. The Contractor shall, within sixty (60) days of receiving final payment under this Agreement, or within such other time period as may be specified elsewhere in this Agreement, certify in a report to the Authority:

1. The total amount the prime Contractor received under the Agreement;

2. The name and address of the DVBE(s) that participated in the performance of the Agreement;

3. The amount each DVBE received from the prime Contractor;

4. That all payments under the Agreement have been made to the DVBE; and

5. The actual percentage of DVBE participation that was achieved, based on the total Agreement dollars received by the Contractor. This data shall be accurately completed on the Prime Contractor's Certification DVBE Subcontracting Report (STD 817) upon contract completion. The Authority shall withhold $10,000, or full payment if less than $10,000, from a prime contractor's final payment pending receipt of a complete and accurate STD 817. (MVC § 999.5(d), 999.55, 999.7(a).)

(2). In addition, the Contractor shall submit to the Authority a monthly progress report that includes the information in items a-j below regarding SB utilization, which shall include SB (including MB and SB-PW reported separately) and DVBE categories at all tiers (Monthly Small Business Utilization Form). The Monthly Small Business Utilization Form and Prompt Payment Report will be used to keep a running tally of the actual amount paid to SBs, including MBs, SB-PW, and DVBEs for work performed under the Agreement. The requirements in this Exhibit D, Section 25,shall also include any amended portion of the Agreement.

(3). The Contractor may be required to provide additional reports and/or plans as directed by the Authority, at the Authority's sole discretion.

(4). The Consultant shall utilize the Authority's compliance database to track payments to SB/DVBE businesses and submit the Monthly Small Business Utilization Form, Prompt Payment Report, and SB Monthly Narrative (see HSR SB Program requirements) to the Contract Compliance Unit no later than the 15th of each month under the Agreement. The Monthly Small Business Utilization Form and Prompt Payment Report shall be executed as provided in item 10. A person who knowingly provides false information shall be subject to a civil penalty for each violation. (MVC § 999.5(d); and Govt. Code § 14841.)

(5). The Monthly Small Business Utilization Form and Prompt Payment Report shall include and verify the following:

a. Name of each SB, MB, SB-PW, and DVBE participating under the Agreement.

b. Type of work assignment designated to each SB, MB, SB-PW, and DVBE.

c. The type of classification of each subcontractor, SB (including MB and SB-PW reported separately), and DVBE related to the work assignment.

d. The date of the invoice submitted by each SB, MB, SB-PW, and DVBE during the reporting period.

e. The amount invoiced by each SB, MB, SB-PW, and DVBE during the reporting period.

f. The amount invoiced to date by each SB, MB, SB-PW, and DVBE.

g. The eligible dollars committed to each SB, MB, SB-PW, and DVBE, including:

1. The eligible dollars paid to each SB, MB, SB-PW, and DVBE during the reporting period;

2. The eligible dollars paid to the SB, MB, SB-PW, and DVBE as a result of an amendment to the Agreement; and

3. The eligible dollars paid to date for each SB, MB, SB-PW, and DVBE.

h. The eligible dollars paid to date as a percentage of the total commitment to each SB, MB, SB-PW, and DVBE, as required by the HSR SB Program Plan received under the Agreement by the Contractor.

i. The tier hierarchy of each subcontractor included in the report.

j. The signature of an authorized representative of the Contractor certifying under penalty of perjury that the information contained in the report is true and correct.

26. Incorporation by Reference

A. The Authority solicitation and all required documents and quotations submitted by the Contractor, pursuant to and prior to execution of this Agreement, are incorporated by reference and made a part of this Agreement. In the event of a conflict between the Agreement language and the language of any document(s) so incorporated, the Agreement language shall prevail.

27. Right to Bar

A. The Authority reserves the right to bar any Contractor's employee from an Authority work site.

28. Multiple Contractors

A. The Authority may undertake or award other contracts for additional work, and the Contractor shall fully cooperate with other contractors and State employees.

29. Rejection

A. Should any portion of the work performed or any materials, articles, or equipment delivered fail to comply with the requirements of this Agreement, such work, materials, articles, or equipment shall be rejected, and shall immediately be made satisfactory to the ACM by the Contractor at no additional cost to the Authority. In the event the Contractor fails to take necessary steps to ensure future conformity with the requirements of this Agreement, the Authority shall have the right to:

(1). Procure services required by this Agreement and charge the Contractor for the procured services.

AND/OR

(2). Terminate this Agreement.

30. Jurisdiction and Venue

A. Any civil action that arises out of or relates to this Agreement shall be brought in a court of competent jurisdiction in the County of Sacramento, State of California, pursuant to California Public Utilities Code section 185038.

31. Audit

A. The Contractor agrees that the Authority, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement, including payroll records. The Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. The Contractor agrees to allow auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to the performance of this Agreement. (Government Code Section 8546.7, Public Contract Code Section 10115 et seq., California Code of Regulations Title 2, Section 1896).

32. Executive Order N-6-22 – Russia Sanctions

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

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EXHIBIT E
ADDITIONAL PROVISIONS

1. Order of Precedence

   A. The Work to be performed under this Agreement shall be in accordance with the Scope of Work as detailed in Exhibit A. All documents listed in this Section below are specifically incorporated by reference into this Agreement. In the event of any inconsistencies or ambiguities in this Agreement, the following documents shall be used to interpret the Agreement in the order of precedence stated:

      (1). Terms contained in the STD 213 and Exhibits A through H of the Agreement and, if amended, the STD 213A and applicable Exhibits A through H of the amended Agreement.

      (2). Approved [e.g., Task Orders]

   B. In the event of any conflicts, inconsistencies, or ambiguities between documents of the same level of precedence, the term, provision, or document requiring the higher level of services or stricter performance by Contractor shall govern.

   C. With regard to the terms contained in Exhibits A through H of the Agreement, if any provision conflicts with the provisions contained in Exhibit C: GTC 02/2025, the terms in Exhibit C: GTC 02/2025 shall control over the terms in the other Exhibits.

2. Indemnification

   A. The Contractor agrees to indemnify, defend, and hold harmless the Authority, Federal Railroad Administration, State of California, their officers, agents, and employees from any and all claims, demands, costs, or liability to the extent caused by the negligence or wrongful acts, errors, or omissions of the Contractor. The Contractor will reimburse the Authority for any expenditure, including reasonable attorney fees incurred by the Authority in defending against claims ultimately determined to be due to negligent or wrongful acts, errors, or omissions of the Contractor. The Contractor’s indemnification herein with regard to third parties shall arise only to the extent caused by the negligence or wrongful acts, errors, or omissions of the Contractor, or those under the Contractor’s control, with regard to such third parties.

   B. This provision is in addition to the Indemnification requirements contained in Exhibit C: GTC 02/2025. If this provision conflicts with Exhibit C: GTC 02/2025, the terms of Exhibit C: GTC 02/2025 control over the terms of this clause.

   C. The Contractor shall not be responsible for or obligated to indemnify the Authority from claims, demands, costs, or liability to the extent caused by the Authority’s active negligence or sole negligence.

3. Access to Sites and Records

   A. The Authority staff and/or its representatives shall have reasonable access to all sites and records related to this Agreement.

4. Force Majeure

A. Except for defaults of subcontractors, neither Party shall be responsible for delays nor failures in performance resulting from acts beyond the control of the offending Party. Such acts shall include Acts of God, fire, flood, earthquake, other natural disasters, nuclear accident, strike, lockout, riot, freight embargo, or public regulating utility or governmental statutes or regulations superimposed after the fact. The Contractor shall not be liable for damages of such delay or failure, if a delay or failure to perform by the Contractor arises out of a default of its subcontractor, and if such default arises out of the following:

(1). Causes beyond the control of both the Contractor and subcontractor, and

(2). Without the fault or negligence of either of them.

B. However, with respect to supplies or services to be furnished by the subcontractor that were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule, the Contractor and its subcontractors will be held liable for damages of such delay or failure.

5. Retention, Access and Inspection of Records

A. The Contractor agrees to permit the Authority, the High-Speed Rail Authority Office of the Inspector General, and/or their authorized representatives, to access, examine and reproduce by any means whatsoever or to copy excerpts and transcriptions of as reasonably needed any data, documents, reports, records, contracts and supporting information (collectively, Records) relating to the Agreement and/or the project (as defined in Public Utilities Code section 187010) for the purpose of conducting an audit, examination, review, or investigation. (See Public Utilities Code sections 187000 – 187038.) Contractor agrees to allow such access to Records during normal business hours and to allow interviews of any officers, employees, subcontractors or others who might reasonably have information related to such Records. This right of access and inspection of Records is a similar right of the State of California to audit records pursuant to Government Code section 8546.7 and shall also be granted to any subcontract related to performance of this Agreement.

B. The Contractor agrees to maintain such Records for possible audit examination, review, or investigation for a minimum of three (3) years after final payment, unless a longer period of records retention is required by the Agreement.

C. To the extent applicable, the Contractor shall comply with all findings and recommendations that result from such audits, examinations, reviews or investigations.

6. Prevailing Wages

A. The Contractor shall comply with all state and federal prevailing wage laws, where applicable.

B. If the scope of work involves specific on-site construction, design, and pre-construction work, as well as certain types of off-site work and professional services, the contract will require compliance with all applicable federal and State of California prevailing wage laws and regulations. (See Davis-Bacon Act and California Prevailing Wage law, including Labor Code Sections 1720, 1720.2, 1720.3, 1720.4 and 1771. See also, the Authority's Community Benefits Agreement, which defines Project Work and Exclusions.) If applicable, compliance with the following provisions shall be required:

C. Pursuant to the provisions of section 1773 of the California Labor Code, the Authority will obtain the general prevailing rate of wages (which includes employer payments for health and welfare, pension, vacation, travel time, and subsistence pay as provided for in section 1773.1 of said Code, apprenticeship or other training programs authorized by section 3093 of said Code, and similar purposes) as applicable to the Work to be done, for straight time, overtime, Saturday, Sunday, and holiday work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification, or type of worker concerned. Copies of the prevailing rates of wages are on file at Authority's offices and will be furnished to the Contractor and other interested parties on request. For crafts or classifications not shown on the prevailing wage determinations, the Contractor may be required to pay the wage rate of the most closely related craft or classification shown in such determinations. If there is any conflict between the State prevailing wage, the federal prevailing wage, and the Authority's Community Benefits Agreement, the highest rate shall be paid.

D. The Contractor is required to maintain ongoing registration with the Department of Industrial Relations pursuant to California Labor Code section 1771.1 beginning at the time of proposal (if applicable) or Agreement execution, whichever is earlier, through Agreement completion. The Authority will also notify the Department of Industrial Relations of public work construction contract awards via form DIR-PWC-100.

E. Notwithstanding anything to the contrary contained in this Agreement, the Contractor shall submit certified payroll records required by this Section 5.2 to the Authority weekly pursuant to applicable California Department of Industrial Relations and United States Department of Labor requirements.

7. Standard of Care

A. The Contractor, in performing its professional services under this Agreement, owes the Authority the following duties of care (the Contractor's "Standard of Care"):

(1). The duty to have that degree of learning and skill ordinarily possessed by reputable professionals practicing in the same or a similar locality and under similar circumstances involving projects of similar scope and complexity;

(2). The duty to use the care and skill ordinarily possessed by reputable members of the professions practicing in the same or similar locality under similar circumstances involving projects of similar scope and complexity; and,

(3). The duty to use reasonable diligence and his or her best judgment in the exercise of skill and the application of learning.

8. Damages Due to Errors and Omissions

A. The Contractor shall be responsible for the professional quality, technical accuracy, and coordination of all services required under this Agreement. The Contractor may be liable for Authority costs resulting from errors or deficiencies in designs or other work product furnished under this Agreement.

B. When a modification to a construction contract is required because of an error or deficiency in the services provided under this Agreement, the ACM (with the advice of technical personnel) shall consider the extent to which the Contractor may be reasonably liable.

C. The ACM shall enforce the liability and collect the amount due, if the recoverable cost will exceed the administrative cost involved or is otherwise in the Authority's interest. The ACM shall include in the Agreement file a written statement of the reasons for the decision to recover or not to recover from the Contractor.

9. Legal Notice

A. This clause is not intended to apply to normal, daily communication between the Parties related to the progress of Work. This clause applies to situations where notice is required to be given by the Agreement, or the Parties are asserting their legal rights and remedies. This section is not intended to replace any other applicable legal requirements.

B. Any communication, notice, or demand of any kind whatsoever which any Party may be required or may desire to give or to serve upon another must be in writing and delivered by personal service (including express or courier service) or by registered or certified mail, postage prepaid, return receipt requested, or by a nationally recognized overnight delivery service, in each case addressed as follows:

Contractor Name:	TBD	Authority:	General Counsel
Title:	TBD	Title:	General Counsel (Chief Counsel)
Company:	TBD	Company:	California High-Speed Rail Authority
Address:	TBD	Address:	770 L Street, Suite 620 MS 1 Sacramento, CA 95814
Telephone:	TBD	Telephone:	(916) 324-1541
Email:	TBD	Email:	legal@hsr.ca.gov

C. The Contract Managers identified in Exhibit A, Scope of Work, Section 1, Background and Purpose, Subsection D, shall be notified via email when a notice is sent.

D. Notice shall be effective when received unless a legal holiday for the State of California commences on the date of attempted delivery. In such cases, the effective date shall be postponed until the next Working Day.

10. Licenses and Permits

A. The Contractor shall be in good standing and qualified to conduct business in the State of California at all times during the term of this Agreement. The Contractor shall obtain at its sole expense all license(s), certification(s), registration(s), and permit(s) required by law to accomplish the Work, including professional licenses, registrations, and Certificates of Status/Good Standing, and so forth. The Consultant shall provide said documentation upon request by the Authority.

B. If the Contractor is located within the State of California, a business license or tax payment confirmation from the city/county in which the Contractor is headquartered is necessary if so required to conduct business in that city/county. A copy of the entity documents filed with the California Secretary of State's Office and a Certificate of Status/Good Standing shall be provided to the Authority upon request. If the Contractor’s headquarters are located outside of the State of California, the Authority requires a copy of a Certificate of Status/Good Standing (or that state’s equivalent documentation) from the entity’s state of formation showing that the entity is in good standing in that state, and a Certificate of Status/Good Standing from the California Secretary of State as proof of registration as a foreign corporation qualified to do business in California.

C. The Contractor shall possess a valid **C61/D28 Doors, Gates and Activating Devices License** issued by the California Department of Consumer Affairs, Contractors State License Board (CSLB). All subcontractors that the Contractor utilizes to perform work under this Agreement shall possess all applicable contractor licenses for the work they perform under this Agreement. All Contractor and subcontractor licenses shall be in good standing throughout the term of this Agreement.

D. The Contractor shall possess a valid **C60 Welding Contractor License** issued by the California Department of Consumer Affairs, Contractors State License Board (CSLB). All subcontractors that the Contractor utilizes to perform work under this Agreement shall possess all applicable contractor licenses for the work they perform under this Agreement. All Contractor and subcontractor licenses shall be in good standing throughout the term of this Agreement.

E. In the event any license(s), certification(s), registration(s), and/or permit(s) required buy law to accomplish the Work expire at any time during the term of this Agreement, the Contractor agrees to provide the Authority a copy of the renewed license(s), registration(s), certification(s), and/or permit(s) upon request. In the event the Contractor fails to keep in effect at all times all required license(s), certification(s), registration(s), and permit(s), the Authority may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

F. The license numbers of all personnel doing Work for which a Contractor State License Board (CSLB) **C61 / D28** (Doors, Gates, Activating Devices), **C60** (Welding Contractor License), or other license is required shall be listed on Attachment 1, Bid/Bidder Certification Sheet.

G. In accordance with the Assignment Clause in Exhibit C, GTC 02/2025, Section 3, all services included in this Agreement requiring a license, certification, or registration may not be assigned or transferred by Contractor to any other entity, including a parent or subsidiary, without the express written consent of the ACM and approval of the Authority’s General Counsel. If applicable, a limited liability company must be able to perform the scope of work or professional services in the Agreement in compliance with California law.

H. All Work that is required by California law to be performed by a professionally licensed individual shall be performed by an individual with the appropriate professional licenses and/or under the direction and control of an appropriately licensed professional to the extent allowed under California law.

11. <u>Insurance</u>

A. Without limiting the Contractor’s indemnification obligations to the Authority, and prior to commencement of the Work, the Contractor shall obtain, provide, and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below, in a form satisfactory to the Authority.

B. Proof of Insurance

(1). The Contractor shall provide certificates of insurance to the Authority as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers’ compensation. All insurance policies, certificates, and endorsements must be approved by the ACM prior to commencement of Work. Current certification of insurance shall be kept on file with the Authority at all times during the term of this Agreement. The Authority reserves the right to require complete, certified copies of all required insurance policies at any time.

C. General Liability Insurance

(1). The Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than $1 million per occurrence and $2 million general aggregate, for bodily injury, personal injury, and property damage, including blanket contractual liability. Limits may be achieved by any combination of primary and excess or umbrella liability insurance.

(2). Coverage must contain additional insured and waiver of subrogation endorsements naming the Authority and its officers, officials, employees, and agents as an additional insured/endorsee under the general liability policy. This additional insured provision shall also apply to any excess liability policies.

D. Additional Insured Status

(1). The general liability and auto liability policies shall provide or be endorsed to provide the Authority and its officers, officials, employees, and agents with additional insured status. This provision shall also apply to any excess liability policies.

E. Workers' Compensation Insurance

(1). The Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance with limits of at least $1 million.

(2). Coverage must contain a waiver of subrogation endorsement naming the Authority and its officers, officials, employees, and agents as an endorsee under the workers' compensation policy.

F. Waiver of Subrogation

(1). Workers' compensation insurance policies must be endorsed to waive the insurer's right of subrogation. All other insurance coverage maintained or procured pursuant to this Agreement shall specifically allow the Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss or, in the alternative, shall be endorsed to waive subrogation against the Authority, its elected or appointed officers, agents, officials, employees, and volunteers. The Contractor hereby waives its own right of recovery against the Authority and shall require similar written express waivers and insurance clauses from each of its subcontractors.

G. Automobile Liability Insurance

(1). The Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with the Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than $1 million combined single limit for each accident. Limits may be achieved by any combination of primary and excess or umbrella liability insurance.

(2). Coverage must contain additional insured and waiver of subrogation endorsements naming the Authority and its officers, officials, employees, and agents as an additional insured/endorsee under the automobile liability policy. This additional insured provision shall also apply to any excess liability policies.

H. Other Provisions or Requirements

The following provisions apply to all insurance required under the Agreement unless otherwise stated.

(1). Duration of Coverage

a. The Contractor shall procure and maintain, for the duration of the Agreement, on a yearly basis, insurance against claims for injuries to persons or damage to property, which may arise from or in connection with the performance of the Work hereunder by the Contractor, its agents, representatives, employees, or subcontractors.

(2). Authority's Rights of Enforcement

a. In the event that any policy of insurance required under this Agreement does not comply with these specifications or is canceled, not replaced, or has its limits eroded by other claims, the Authority has the right but not the duty to obtain the insurance it deems necessary. Any premium paid by the Authority will be promptly reimbursed by the Contractor, or the Authority will withhold amounts sufficient to pay the premium from the Contractor's payments. In the alternative, the Authority may terminate this Agreement.

(3). Acceptable Insurers

a. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact the business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the ACM [and Authority's Capital Insurance Program Manager].

(4). Enforcement of Agreement Provisions (non estoppel)

a. The Contractor acknowledges and agrees that any actual or alleged failure on the part of the Authority to inform the Contractor of non-compliance with any requirement under this Agreement does not impose any additional obligations on the Authority and does not waive any rights of the Authority hereunder.

(5). Requirements Not Limiting

a. Requirements of specific coverage features, or limits contained in this Section are not intended as a limitation on coverage, limits, or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only, as it pertains to a given issue and is not intended by any party or insured to be all-inclusive, or to the exclusion of other coverage, or a waiver of any type. All insurance coverage and limits provided by the Contractor and available or applicable to this Agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement limits the application of such insurance coverage.

(6). Notice of Cancellation

a. The Contractor agrees to oblige its insurance agent or broker and insurers to provide to the Authority a minimum of thirty (30) days' notice of cancellation (except for nonpayment, for which ten (10) days' notice is required), material change in coverage, or nonrenewal of coverage for each required coverage.

(7). Authority’s Right to Revise Specifications

a. The Authority reserves the right at any time during the term of the Agreement to change the amounts and types of insurance required by giving the Contractor ninety (90) days' advance written notice of such change. If such a change results in substantial additional cost to the Contractor, the Authority and Contractor may renegotiate the Contractor’s compensation.

(8). Self-insured Retentions

a. Any self-insured retentions must be declared to and approved by the Authority. The Authority reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the Authority.

(9). Timely Notice of Claims

a. The Contractor shall give the Authority prompt and timely notice of claims made or paid, or lawsuits instituted, that arise out of or result from the Contractor’s performance, and that involve or may involve coverage under any of the required liability policies.

(10). Additional Insurance

a. The Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which, in its own judgment, may be necessary for its proper protection and performance of the Work.

12. <u>Computer Software</u>

A. If software usage is an element of performance under this Agreement, the Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws. Where the Authority provides access to documents, information, data, etc. to the Consultant for review and/or reference, such documents, information, data, etc. shall remain in the control of the Authority

B. Software utilization is expected as a standard part of the performance of the Work and typical business operations. Contractor shall be responsible for all necessary acquisition, operation, and maintenance of computer software utilized as part of the ordinary course of Contractor’s business. Purchase of software that is not considered within the ordinary course of business shall be subject to advance written approval by the Authority.

13. Contingent Fee

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

14. Non-Eligible Alien Certification

A. In accordance with 8 U.S. Code section 1621, the Contractor certifies by execution of this Agreement that it is not an alien who is not:

(1). A qualified alien (as defined in 8 U.S. Code section 1641),

(2). A nonimmigrant under the Immigration and Nationality Act [8 U.S.C. 1101 et seq.], or

(3). An alien who is paroled into the United States under section 212(d)(5) of such Act [8 U.S.C. 1182(d)(5)] for less than one year.

15. The California Environmental Quality Act

A. By entering into this Agreement that mentions or refers to the California Environmental Quality Act (CEQA), Environmental Impact Report (EIR) and State of California environmental permitting laws/agencies and initially authorizes related work, the Authority does not: (a) waive the Authority’s rights regarding the application of the Interstate Commerce Commission Termination Act of 1995 (ICCTA), including the defense that ICCTA preempts CEQA’s application to the System; or (b) create an implied agreement that CEQA and/or such environmental permitting requirements apply to the System.

16. Buy Recycled Program Requirements

A. The Contractor shall comply with the requirements of State Agency Buy Recycled Campaign (SABRC) pursuant to California Public Contract Code sections 12200 through 12217, inclusive, to the maximum extent economically feasible. The Contractor shall report in its invoice to the Authority on a monthly basis the percentages of recycled products used for reportable purchases under these sections.

17. Security of Authority and Employee Property

A. The Contractor shall not open, use, access, look at, read, remove, or copy any documents or records. The Contractor shall not use, access, or disturb cabinets, files, desks, computers, folders, papers, books, telephones, calculators, kitchen appliances, or Authority employees’ personal property. Failure to adhere to this security policy may result in immediate termination of the Agreement.

18. Health and Safety

A. The Contractor shall comply with all applicable health and safety laws and regulations at the Contractor's own expense. Upon notice by the Authority, the Contractor shall also comply with the Authority's specific health and safety requirements and policies. The Contractor also agrees to include in any subcontract related to the performance of this Agreement, a requirement that the subcontractor comply with all applicable health and safety laws and regulations, and upon notice by the Authority, the Authority's specific health and safety requirements and policies.

19. Accident Prevention

A. The Contractor shall be responsible for securing areas of work. Work areas shall be barricaded and flagged by the Contractor. Precautions shall be exercised at all times for the protection of persons (including employees) and property. These shall include, but not be limited to, the installation of adequate safety guards and protective devices for all equipment and machinery, whether used in the performance of work or permanently installed as part of the work. The Contractor shall comply with all applicable laws relating to safety precautions, including the safety regulations of the State Division of Industry Safety, Department of Industrial Relations.

The remainder of this page is intentionally left blank.

EXHIBIT F

Non-collusion Declaration to be Executed by Bidder and Submitted with Bid for Public Works

The undersigned declares:

I am the ______________________________ of ____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on ________________ (date), at _______________ (city), ____________________ (state).

(Printed Name and Signature of Person Signing for the Bidder)

The remainder of this page is intentionally left blank.

EXHIBIT G

STATE OF CALIFORNIA
STANDARD CALIFORNIA NONDISCRIMINATION CONSTRUCTION CONTRACT SPECIFICATIONS (GOVERNMENT CODE, SECTION 12990)
STD 18 (REV 1-95)

These specifications are applicable to all state contractors and subcontractors having a construction contract or subcontract of $5,000 or more.

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1. As used in these specifications

   a. **"Administrator"** means Administrator, Office of Compliance Programs, California Department of Fair Employment and Housing (DFEH), or any person to whom the Administrator delegates authority;

   b. **"Minority"** includes:

      (i) **Black** (all persons having primary origins in any of the black racial groups of Africa, but not of Hispanic origin);

      (ii) **Hispanic** (all persons of primary culture or origin in Mexico, Puerto Rico, Cuba, Central or South America, or other Spanish derived culture or origin regardless of race);

      (iii) **Asian/Pacific Islander** (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or **the Pacific Islands); and**

      (iv) **American Indian/Alaskan Native** (all persons having primary origins in any of the original peoples of North America and who maintain culture identification through tribal affiliation or community recognition).

2. Whenever the contractor or any subcontractor subcontracts a portion of the work, it shall physically include in each subcontract of $5,000 or more the nondiscrimination clause in this contract directly or through incorporation by reference. Any subcontract for work involving a construction trade shall also include the Standard California Construction Contract Specifications, either directly or through incorporation by reference.

3. The Contractor shall implement the specific nondiscrimination standards provided in paragraphs 6(a) through (e) of these specifications.

4. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women, shall excuse the contractor's obligations under these specifications, Government Code, Section 12990, or the regulations promulgated pursuant thereto.

5. In order for the nonworking training hours of apprentices and trainees to be counted, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor or the California Department of Industrial Relations.

6. The contractor shall take specific actions to implement its nondiscrimination program. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor must be able to demonstrate fully its efforts under Steps a. through e. below:

   a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and at all facilities at which the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligations to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.

   b. Provide written notifications within seven days to the director of DFEH when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor’s efforts to meet its obligations.

   c. Disseminate the Contractor's equal employment opportunity policy by providing notice of the policy to unions and training, recruitment, and outreach programs, and requesting their cooperation in assisting the Contractor to meet its obligations; and by posting the company policy on bulletin boards accessible to all employees at each location where construction work is performed.

a. Ensure all personnel making management and employment decisions regarding hiring, assignment, layoff, termination, conditions of work,training, rates of pay or other employment decisions, including all supervisory personnel, superintendents, general leadpersons, on-site leadpersons, etc., are aware of the Contractor's equal employment opportunity policy and obligations and discharge their responsibilities accordingly.

b. Ensure that seniority practices, job classifications,work assignments, and other personnel practices,do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the equal employment opportunity policy and the Contractor's obligationsunder these specifications are being carried out.

7. Contractors are encouraged to participate in voluntary associations which assist in fulfilling their equal employment opportunity obligations. The efforts of a contractor association, joint contractor-union, contractor- community, or other similar group of which the Contractoris a member and participant, may be asserted as fulfilling any one or more of its obligations under these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalfof the Contractor. The obligation to comply, however, is the Contractor's.

8. The Contractor is required to provide equal employment opportunity for all minority groups, both male and female,and all women, both minority and non-minority. Consequently, the Contractor may be in violation of the Fair Employment and Housing Act (Gov. Code, Section 12990 et seq.) If a particular group is employed in a substantially disparate manner.

9. Establishment and implementation of a bona fide affirmative action plan pursuant to Section 8104(b) of thisChapter shall create a rebuttable presumption that a contractor is in compliance with the requirements of Section 12990 of the Government Code and its implementing regulations.

10. The Contractor shall not use the nondiscrimination standards to discriminate against any person because ofrace, color, religious creed, sex, national origin, ancestry,disability (including HIV and AIDS), medical condition (cancer), age, marital status, or denial of family and medical care leave and denial of pregnancy disability leave.

11. The Contractor shall not enter into any subcontract withany person or firm decertified from state contracts pursuant to Government Code Section 12990.

12. The contractor shall carry out such sanctions and penalties for violation of these specification and the nondiscrimination clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Government Code Section 12990 and its implementing regulations bythe awarding agency. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Government Code Section 12990.

13. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company equal employment opportunity policy is being carried out, to submit reports relating to the provisions hereof as may be required by OCP and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status,(e.g., mechanic, apprentice trainee, helper, or laborer), dates of changes in status, hours worked per week in theindicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in anyeasily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, Contractors shall not be required to maintain separate records.

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EXHIBIT H
Pictures of Doors Currently Requiring Maintenance

REQUIRED BID DOCUMENTS CHECKLIST

Use this checklist to organize your bid. It is not necessary to return this checklist with your bid. In order for your bid to be considered responsive, please complete and submit all required bid documents listed below, printed single-sided. Your bid may be deemed non-responsive by the Authority if you fail to complete and submit all required bid documents listed below, printed single-sided.

ITEM & DESCRIPTION

☐ Attachment 1 – Bid/Bidder Certification Sheet

☐ Attachment 2 – Cost Sheet

☐ Attachment 3 – Payee Data Record

☐ Attachment 4 – Bidder Declaration & Subcontractor/Supplier List

☐ Attachment 5 – Darfur Contracting Act

☐ Attachment 6 – California Civil Rights Laws Certification ***(This Attachment is only required if your total bid for the term of the agreement is $100,000.00 or more)***

☐ Attachment 7 * – California Disabled Veteran Business Enterprise Participation Documents ***(DVBE participation is only required if your total bid for the term of the agreement is $10,000.00 or more)***
- ☐ STD 843 – Disabled Veteran Business Enterprise Declarations ***(To be completed by a bidder or subcontractor that is a certified DVBE)***
- ☐ DVBE Subcontractor Agreement

☐ Attachment 8 – Contractor Certification Clauses (CCC 04/2017)

☐ Attachment 9 – Bidder's Bond

☐ Attachment 10 – Organizational Conflicts of Interest Disclosure Statement

☐ Exhibit F Non-collusion Declaration to be Executed by Bidder and Submitted with Bid for Public Works

☐ Proof of public works contractor registration with the DIR for the bidder and all subcontractors the bidder intends to utilize to perform work under the agreement. ***(Only required if your total bid exceeds $25,000.00.)***

☐ Proof of valid **C61 / D28** contractor license issued by the California Department of Consumer Affairs, Contractors State License Board (CSLB).

☐ Proof of valid **C60** Welding contractor license issued by the California Department of Consumer Affairs, Contractors State License Board (CSLB).

*** DVBE Resource website address: http://www.dgs.ca.gov. A common mistake bidders make is to state that no DVBE subcontractors are needed and that goals are not applicable, offering that all the work can be done by the bidder with its own resources. Bidders should be warned that this is not an option if their bid is to be deemed responsive.**

ATTACHMENT 1

BID/BIDDER CERTIFICATION SHEET

Your bid may be deemed non-responsive by the Authority if you fail to complete, sign, and submit this document with your bid.

A. Our bid is submitted as detailed in Attachment 2, Cost Sheet.

B. All required bid documents are included with our bid.

C. I have read and understand the DVBE participation requirements.

D. The signature affixed hereon and dated certifies compliance with all the requirements of this bid document. The signature below authorizes the verification of this certification.

BIDDER INFORMATION		
1. BIDDER'S LEGAL BUSINESS NAME:		
2. ADDRESS, CITY, STATE, ZIP CODE:		
3. TELEPHONE NUMBER:	**4.** FAX NUMBER:	**5.** EMAIL ADDRESS:
ORGANIZATION TYPE		
6. ☐ SOLE PROPRIETORSHIP **7.** ☐ PARTNERSHIP **8.** ☐ CORPORATION **9.** ☐ LLC		
10. FEDERAL EMPLOYER ID NUMBER (FEIN):	**11.** CALIFORNIA CORPORATION NUMBER (If Applicable):	
LICENSES AND/OR CERTIFICATIONS (If Applicable)		
12. CONTRACTORS LICENSE NUMBER:	**13.** PUC LICENSE NUMBER CAL-T:	**14.** ADDITIONAL REQUIRED LICENSES/CERTS:
15. Is this company certified by the Department of General Services, Office of Small Business and Disabled Veteran Business Enterprises Services (OSDS) as any of the following: **A.** SMALL BUSINESS ENTERPRISE? (☐ YES* ☐ NO) → *If **"YES"**, enter certification number: ________ **B.** DISABLED VETERAN BUSINESS ENTERPRISE? (☐ YES* ☐ NO) → *If **"YES"**, enter certification number: ________ **C.** If an application for certification is pending, what date was the application submitted to the OSDS? → ________ *Provide proof of your certification via a printout from the DGS/OSDS Cal eProcure website if either **A** or **B** above is checked **"YES"**.		
BIDDER'S AUTHORIZED REPRESENTATIVE		
16. NAME (Print):	**17.** TITLE:	
18. SIGNATURE:	**19.** DATE:	

COMPLETION INSTRUCTIONS FOR BID/BIDDER CERTIFICATION SHEET

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

Item Numbers	Instructions
1, 2, 3, 4, 5	Must be completed. These items are self-explanatory.
6	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
7	Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
8	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
9	Enter your Federal Employer Identification Number (FEIN)
10	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
11	Complete if your firm holds a California contractor's license. This information will used to verify possession of a contractor's license for public works agreements.
12	Complete if your firm holds a PUC license. This information will be used to verify possession of a PUC license for public works agreements.
13	Complete, if applicable, by indicating the type of additional licenses and/or certifications that your firm possesses that are required for the type of services being procured.
14	If certified as a Small Business Enterprise, place a check in the "Yes" checkbox next to "A", and enter your certification number. If certified as a Disabled Veteran Business Enterprise, place a check in the "Yes" checkbox next to "B" and enter your certification number. If you are not certified as either a Small Business Enterprise or Disabled Veteran Business Enterprise, place a check in the "No" checkbox next to both "A" and "B". If your certification is pending, enter the date your application was submitted to the Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS).
15, 16, 17, 18	Must be completed. These items are self-explanatory.

ATTACHMENT 2

COST SHEET

Your bid may be deemed non-responsive by the Authority if you fail to complete, sign, and submit this document with your bid. It is unlawful for any person engaged in business within this State of California to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code.

Bidder proposes and agrees to furnish all labor, supervision, equipment, materials and incidentals, and pay all taxes, insurance, bonds, license and permit fees, travel costs, and other costs, incidental to the Work to be performed in accordance with the attached Scope of Work identified in Exhibit A at the cost below.

Note: The number of hours, days, and quantities in this cost sheet are estimated. The Authority does not guarantee a minimum or maximum quantity of hours, days, or appointments that the awarded contractor shall provide Industrial Door/Residential Door/Roll-Up Door Maintenance and Repair Services during the term of the Agreement.

Your bid will be deemed non-responsive by the Authority if you fail to enter a cost greater than zero for each item in the tables below, or if you fail to complete the Bidder Certification section at the bottom of each Cost Sheet page.

Please do not alter, modify, or change this Cost Sheet. Any alterations, modifications, or changes to this Cost Sheet will be grounds to reject the bid.

In accordance with the provisions of Government Code Section 14920, the bidder and their proposed subcontractor(s) shall adhere to the payment of prevailing wages as determined by the California Department of Industrial Relations (DIR). Bidder rates provided below must meet or exceed the applicable DIR rates.

Line Total Discrepancies: In case of discrepancies between the written line total(s) and Authority calculated line total(s), the Authority calculated line total(s) shall prevail.

Cost Breakdown: The Authority reserves the right to request that the intended awardee submit an itemized cost breakdown of their bid to include, but not limited to: cost of materials, labor, and overhead.

DVBE Requirement: If your total bid is $10,000.00 or more, you must comply with the DVBE goals as mandated by state law and described in this IFB.

The remainder of this page is intentionally left blank.

A. MAINTENANCE SERVICES Straight Time Hourly Rate (Monday – Friday 8:00 AM – 5:00 PM)

Item #	Description	Hourly Rate	x	Estimated # of Hours (2 hours per door, approx. 43 doors)	x	# of Years	=	Estimated Total Cost
A1.	Hourly Rate for Maintenance Services (Inclusive of labor, equipment, incidentals, insurance, permits, and fees, etc.)	$	x	86	x	2	=	$

B. REPAIR SERVICES Straight Time Hourly Rate (Monday – Friday 8:00 AM – 5:00 PM)

Item #	Description	Hourly Rate	x	Estimated # of Hours (2 hours per door, approx. 43 doors)	x	# of Years	=	Estimated Total Cost
B1.	Hourly Rate for Repair Services (Inclusive of labor, equipment, materials, and incidentals, insurance, permits, and fees, etc.)	$	x	86	x	2	=	$

BIDDER CERTIFICATION

I certify that I am empowered to submit this bid on behalf of the Company named below:

COMPANY NAME: ______________________________

AUTHORIZED BIDDER'S NAME (PLEASE PRINT): ______________________________

AUTHORIZED BIDDER'S SIGNATURE: ______________________________ **DATE:** ____________

The remainder of this page is intentionally left blank.

C. EMERGENCY REPAIR SERVICES - Straight Time Hourly Rate (Monday – Friday 5:00 PM – 8:00 AM, Weekends, and Holidays)

Item #	Description	Hourly Rate		Estimated # of Hours	x	# of Years	=	Estimated Total Cost
C1.	Hourly Rate for Emergency Repair Services (Inclusive of labor, equipment, materials and incidentals, insurance, permits, and fees, etc.)	$	x	10	x	2	=	$

D. Repair/Replacement Parts Bucket

Item #	Description	Estimated Yearly Amount		# of Years	=	Estimated Total Cost
D1.	Repair/Replacement Parts Bucket	**$25,000.00**	x	2	=	**$50,000.00**

E. KICK-OFF MEETING - Straight Time Hourly Rate (Monday – Friday 8:00 AM – 5:00 PM.)

Line Item	Service Description	Hourly Rate	x	Hours	x	Employees (Not to exceed two (2) Employees)	=	Estimated Total Cost
E1	Kick-Off Meeting	$	x	1	x	2	=	$

BIDDER CERTIFICATION

I certify that I am empowered to submit this bid on behalf of the Company named below:

COMPANY NAME: ______________________________

AUTHORIZED BIDDER'S NAME (PLEASE PRINT): ______________________________

AUTHORIZED BIDDER'S SIGNATURE: ______________________ **DATE:** __________

F. <u>Authority Safety Program Division's Safety Training - Straight Time Hourly Rate (Monday – Friday 8:00 AM – 5:00 PM)</u>

Line Item	Service Description	Hourly Rate	x	Hours	x	Employees (Not to exceed five (5) Employees)	=	Estimated Total Cost
F1	Safety Training	$	x	1	x	5	=	$

Grand Total	=	Estimated Grand Total Cost
Total Cost Sum of A1+B1+C1+D1+E1+F1	**=**	**$**

BIDDER CERTIFICATION

I certify that I am empowered to submit this bid on behalf of the Company named below:

COMPANY NAME: ______________________________

AUTHORIZED BIDDER'S NAME (PLEASE PRINT): ______________________________

AUTHORIZED BIDDER'S SIGNATURE: ______________________________ **DATE:** ______________

The remainder of this page is intentionally left blank.

ATTACHMENT 3

PAYEE DATA RECORD

(Read Before Completing)

1. The State of California requires parties entering into business transactions that may lead to payment(s) from the State to provide their Federal Employer's Identification Number (FEIN). This is required by the State Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and facilitate the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a). If your entity type is Individual or Sole Proprietor, your FEIN is your Social Security Number (SSN). If a completed Payee Data Record (STD 204) is not furnished, federal law requires payments be subject to 28% withholding and California State law requires an additional 7% be withheld. Furthermore, State law can impose noncompliance penalties of up to $20,000. Please note the following:

    A. When completing the "Payee's Legal Business Name" in Section 1 of the STD 204, please ensure the business name is the exact name printed on all invoices submitted to Authority for payment. If you have several business names, enter the name that will be printed on the invoice as the "Payee's Legal Business Name".

    B. In Section 2 under the corporation category, "Legal" refers to an attorney, law office, etc. This box does not indicate that you are legally in business. Unless your business is related to providing legal services, please mark one of the other appropriate boxes.

    C. In addition, if your business has a name change, you will be required to initiate the paperwork for an amendment to any active contracts. Any amendments for name changed must be fully executed prior to invoicing the Authority with the new name.

2. You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the Business Services Unit at (916) 324-1541.

The remainder of this page is intentionally left blank.

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)

STD 204 (Rev. 03/2021)

Section 1 – Payee Information

NAME (This is required. Do not leave this line blank. Must match the payee's federal tax return)

BUSINESS NAME, DBA NAME or DISREGARDED SINGLE MEMBER LLC NAME (If different from above)

MAILING ADDRESS (number, street, apt. or suite no.) (See instructions on Page 2)

CITY, STATE, ZIP CODE	**E-MAIL**

Section 2 – Entity Type

Check one (1) box only that matches the entity type of the Payee listed in Section 1 above. (See instructions on page 2)

☐ **SOLE PROPRIETOR / INDIVIDUAL**
☐ **SINGLE MEMBER LLC** *Disregarded Entity owned by an individual*
☐ **PARTNERSHIP**
☐ **ESTATE OR TRUST**

CORPORATION (see instructions on page 2)
☐ **MEDICAL** *(e.g., dentistry, chiropractic, etc.)*
☐ **LEGAL** *(e.g., attorney services)*
☐ **EXEMPT** *(e.g., nonprofit)*
☐ **ALL OTHERS**

Section 3 – Tax Identification Number

Enter your Tax Identification Number (TIN) in the appropriate box. The TIN must **match** the name given in Section 1 of this form. Do not provide more than one (1) TIN. The TIN is a 9-digit number. **Note:** Payment will not be processed without a TIN.

- For **Individuals**, enter SSN.
- If you are a **Resident Alien**, and you do not have and are not eligible to get an SSN, enter your ITIN.
- Grantor Trusts (such as a Revocable Living Trust while the grantors are alive) may not have a separate FEIN. Those trusts must enter the individual grantor's SSN.
- For **Sole Proprietor or Single Member LLC (disregarded entity), in which the sole member is an individual**, enter SSN (ITIN if applicable) or FEIN (FTB prefers SSN).
- For **Single Member LLC (disregarded entity), in which the sole member is a business entity**, enter the owner entity's FEIN. Do not use the disregarded entity's FEIN.
- For all other entities including LLC that is taxed as a corporation or partnership, estates/trusts (with FEINs), enter the entity's FEIN.

Social Security Number (SSN) or Individual Tax Identification Number (ITIN)

__________ -_______ - ______________

OR

Federal Employer Identification Number (FEIN)

_______ - ________________________

Section 4 – Payee Residency Status (See instructions)

☐ **CALIFORNIA RESIDENT** – Qualified to do business in California or maintains a permanent place of business in California.

☐ **CALIFORNIA NONRESIDENT** – Payments to nonresidents for services may be subject to state income tax withholding.

☐ No services performed in California.
☐ Copy of Franchise Tax Board waiver of state withholding is attached.

Section 5 – Certification

I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the state agency below.

NAME OF AUTHORIZED PAYEE REPRESENTATIVE	**TITLE**		**E-MAIL ADDRESS**
SIGNATURE	**DATE**	**TELEPHONE** *(include area code)*	

Section 6 – Paying State Agency

Please return completed form to:

STATE AGENCY/DEPARTMENT OFFICE	**UNIT/SECTION**	
California High-Speed Rail Authority	Contracts and Procurement Branch	
MAILING ADDRESS	**FAX**	**TELEPHONE** *(include area code)*
700 L Street, Suite 620	N/A	916-324-1541

CITY	**STATE**	**ZIP CODE**	**E-MAIL ADDRESS**
Sacramento	CA	95814	HSRCONTRACTS@HSR.CA.GOV

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)

STD 204 (Rev. 03/2021)

GENERAL INSTRUCTIONS

Type or print the information on the Payee Data Record, STD 204 form. Sign, date, and return to the state agency/department office address shown in Section 6. Prompt return of this fully completed form will prevent delays when processing payments.

Information provided in this form will be used by California state agencies/departments to prepare Information Returns (Form1099).
NOTE: Completion of this form is optional for Government entities, i.e. federal, state, local, and special districts.

A completed Payee Data Record, STD 204 form, is required for all payees (non-governmental entities or individuals) entering into a transaction that may lead to a payment from the state. Each state agency requires a completed, signed, and dated STD 204 on file; therefore, it is possible for you to receive this form from multiple state agencies with which you do business.

Payees who do not wish to complete the STD 204 may elect not to do business with the state. If the payee does not complete the STD 204 and the required payee data is not otherwise provided, payment may be reduced for federal and state backup withholding. Amounts reported on Information Returns (Form 1099) are in accordance with the Internal Revenue Code (IRC) and the California Revenue and Taxation Code (R&TC).

Section 1 – Payee Information

Name – Enter the name that appears on the payee's federal tax return. The name provided shall be the tax liable party and is subject to IRS TIN matching (when applicable).

- Sole Proprietor/Individual/Revocable Trusts – enter the name shown on your federal tax return.
- Single Member Limited Liability Companies (LLCs) that is disregarded as an entity separate from its owner for federal tax purposes - enter the name of the individual or business entity that is tax liable for the business in section 1. Enter the DBA, LLC name, trade, or fictitious name under Business Name.
- Note: for the State of California tax purposes, a Single Member LLC is not disregarded from its owner, even if they may be disregarded at the Federal level.
- Partnerships, Estates/Trusts, or Corporations – enter the entity name as shown on the entity's federal tax return. The name provided in Section 1 must match to the TIN provided in section 3. Enter any DBA, trade, or fictitious business names under Business Name.

Business Name – Enter the business name, DBA name, trade or fictitious name, or disregarded LLC name.
Mailing Address – The mailing address is the address where the payee will receive information returns. Use form STD 205, Payee Data Record Supplement to provide a remittance address if different from the mailing address for information returns, or make subsequent changes to the remittance address.

Section 2 – Entity Type

If the Payee in Section 1 is a(n)…	THEN Select the Box for…
Individual ● Sole Proprietorship ● Grantor (Revocable Living) Trust disregarded for federal tax purposes	Sole Proprietor/Individual
Limited Liability Company (LLC) owned by an individual and is disregarded for federal tax purposes	Single Member LLC-owned by an individual
Partnerships ● Limited Liability Partnerships (LLP) ● and, LLC treated as a Partnership	Partnerships
Estate ● Trust (other than disregarded Grantor Trust)	Estate or Trust
Corporation that is medical in nature (e.g., medical and healthcare services, physician care, nursery care, dentistry, etc. ● LLC that is to be taxed like a Corporation and is medical in nature	Corporation-Medical
Corporation that is legal in nature (e.g., services of attorneys, arbitrators, notary publics involving legal or law related matters, etc.) ● LLC that is to be taxed like a Corporation and is legal in nature	Corporation-Legal
Corporation that qualifies for an Exempt status, including 501(c) 3 and domestic non-profit corporations.	Corporation-Exempt
Corporation that does not meet the qualifications of any of the other corporation types listed above ● LLC that is to be taxed as a Corporation and does not meet any of the other corporation types listed above	Corporation-All Other

Section 3 – Tax Identification Number

The State of California requires that all parties entering into business transactions that may lead to payment(s) from the state provide their Taxpayer Identification Number (TIN). The TIN is required by R&TC sections 18646 and 18661 to facilitate tax compliance enforcement activities and preparation of Form 1099 and other information returns as required by the IRC section 6109(a) and R&TC section 18662 and its regulations.

Section 4 – Payee Residency Status

Are you a California resident or nonresident?

- A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.
- A partnership is considered a resident partnership if it has a permanent place of business in California.
- An estate is a resident if the decedent was a California resident at time of death.
- A trust is a resident if at least one trustee is a California resident.
    - For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:

Withholding Services and Compliance Section: 1-888-792-4900
E-mail address: wscs.gen@ftb.ca.gov For hearing impaired with TDD, call: 1-800-822-6268
Website: www.ftb.ca.gov

Section 5 – Certification

Provide the name, title, email address, signature, and telephone number of individual completing this form and date completed. In the event that a SSN or ITIN is provided, the individual identified as the tax liable party must certify the form. Note: the signee may differ from the tax liable party in this situation if the signee can provide a power of attorney documented for the individual.

Section 6 – Paying State Agency

This section must be completed by the state agency/department requesting the STD 204.

Privacy Statement

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it. It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and state law imposes noncompliance penalties of up to $20,000. You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

All questions should be referred to the requesting state agency listed on the bottom front of this form.

PAYEE DATA RECORD SUPPLEMENT
(This form is optional. Form is used to provide remittance address information if different than the mailing address on the STD 204 – Payee Data Record. Use this form to provide additional remittance addresses and additional Authorized Representatives of the Payee not identified on the STD 204.)
STD 205 (New 03/2021)

Payee Information (must match the STD 204)

NAME (*Required. Do not leave blank.*)	**TAX ID NUMBER** (*Required*) SSN, ITIN, or FEIN that matches Tax ID number provided on STD 204
BUSINESS NAME, DBA NAME or DISREGARDED SINGLE MEMBER LLC NAME (*If different from above*)	

Additional Remittance Address Information

- Use the fields below to provide remittance addresses for payee if different from the mailing address on the STD 204.
- ***The addresses provided below are for remittance purposes only. 1099 information returns will be sent to the mailing address specified on the STD 204.***

1	**REMITTANCE ADDRESS** (number, street, apt or suite no.)		
	CITY	**STATE**	**ZIP CODE**
2	**REMITTANCE ADDRESS**		
	CITY	**STATE**	**ZIP CODE**
3	**REMITTANCE ADDRESS**		
	CITY	**STATE**	**ZIP CODE**
4	**REMITTANCE ADDRESS**		
	CITY	**STATE**	**ZIP CODE**
5	**REMITTANCE ADDRESS**		
	CITY	**STATE**	**ZIP CODE**

Additional Contact Information

Use the fields below to provide additional Authorized Representatives for the Payee if applicable.

1	**CONTACT NAME**	
	TELEPHONE (*Include area code*)	**EMAIL**
2	**CONTACT NAME**	
	TELEPHONE	**EMAIL**
3	**CONTACT NAME**	
	TELEPHONE	**EMAIL**

Certification

I hereby certify under penalty of perjury that the information provided on this supplemental document is true and correct.

By signing this document, I authorize the State of California to remit payment to the addresses specified on this supplemental form (STD 205) and certify that all persons identified on this form are authorized representatives of this payee. Payments remitted to any of the listed addresses may be reported on 1099 information returns to the tax liable entity identified on the accompanying Payee Data Record - STD 204.

NAME OF AUTHORIZED PAYEE REPRESENTATIVE (Print or Type name)	**TITLE**	**E-MAIL ADDRESS**

SIGNATURE	DATE	TELEPHONE *(Include area code)*
X		

PAYEE DATA RECORD SUPPLEMENT
(This form is optional. Form is used to provide remittance address information if different than the mailing address on the STD 204 – Payee Data Record. Use this form to provide additional remittance addresses and additional Authorized Representatives of the Payee not identified on the STD 204.)
STD 205 (New 03/2021)

GENERAL INSTRUCTIONS
Type or print the information on the Payee Data Record Supplement, STD 205. Sign, date, and return to the state agency/department with a completed STD 204. Prompt return of the fully completed forms will prevent delays when processing payments.

Purpose – Completion of this form (STD 205) is optional. Payees may use this form to provide remittance addresses or contact information in addition to the 1099 information return mailing address provided on the STD 204. This form shall only be used in conjunction with the STD 204, and will not be accepted without a STD 204.

Please note: The State of California Government will issue 1099 information returns to the mailing address provided on the most recently dated form STD 204 validated by the Payee. Addresses provided on this form (STD 205) will be used for remittance purposes only. If the payee would like to update the address for receiving 1099 information returns, please complete the STD 204.

Payee Information: The Payee's Tax ID number (TIN) and Name (including any Business, DBA, or Disregarded LLC names) are required. This information is subject to TIN matching via the IRS database for validation. Payee Information provided in this section must clearly match the STD 204. Any discrepancies may result in delays of payment, up to and including denial of the request.

> **Name** – Enter the name of the Payee. The name provided shall be the tax liable party and is subject to IRS TIN matching (when applicable).
>
> **Business Name** – Enter the business name, DBA name, trade or fictitious name, or disregarded LLC name.
>
> **Tax ID Number**-The State of California requires that all parties entering into business transactions that may lead to payment(s) from the state provide their Taxpayer Identification Number (TIN). The TIN is required by R&TC sections 18646 and 18661 to facilitate tax compliance enforcement activities and preparation of Form 1099 and other information returns as required by the IRC section 6109(a) and R&TC section 18662 and its regulations.

Additional Remittance Address Information - Enter the Payee's additional remittance address(s) that are not listed on STD 204. Up to five (5) addresses may be provided on this form. The Payee may provide additional remittance addresses on a second STD 205 form if needed.

Additional Contact Information - Enter the Payee's additional or updated contact information. Up to three contacts may be identified on this form. Payee may provide additional contacts on a second STD 205 if needed.

PRIVACY STATEMENT
Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.

It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and state law imposes noncompliance penalties of up to $20,000.

You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

All questions should be referred to the requesting state agency listed on the bottom front of the STD 204 form.

ATTACHMENT 4

BIDDER DECLARATION & SUBCONTRACTOR/SUPPLIER LIST

Your bid may be deemed non-responsive by the Authority if you fail to complete, sign, and submit this document with your bid. ***You must identify all subcontractors you intend to utilize and all work/materials your subcontractors will perform/provide under the contract.***

A. PRIME (BIDDING) CONTRACTOR INFORMATION

1. Identify your current California certification(s) (SB, MB, DVBE, or None): ________________

   Note: Bidders certified as a SB, MB, and/or DVBE must perform a commercially useful function as defined in Military and Veterans Code, Section 999(b)(5)(B) and California Code of Regulations, Title 2, Division 2, Chapter 3, Subchapter 10.5, Section 1896.61(l) for DVBEs, and Government Code Section 14837(d)(4)(A) for SBs and MBs. Bids must indicate that certified bidders perform a commercially useful function, or the bid will be deemed non-responsive and rejected by the State.

2. Indicate the distinct element(s) of work your company will perform and the percentage of the total bid price:

Work To Be Performed By Prime (Bidding) Contractor	% Of Total Bid Price

B. DVBE and/or SB SUBCONTRACTOR/SUPPLIER INFORMATION (if applicable)

1. List all DVBE and/or SB subcontractors/suppliers you intend to utilize (attach additional pages if necessary) and provide all requested information in the table below:

Name/Address/Phone Number	Supplier ID	License Type/Number (If Applicable)	Work/Materials To Be Performed/Provided	% Of Total Bid Price

Note: If DVBE and/or SB participation goals are applicable, DVBE and/or SB subcontractors/suppliers must perform a commercially useful function as defined in Military and Veterans Code, Section 999(b)(5)(B).

COMBINED % TOTAL MUST EQUAL 100%

C. NON-DVBE SUBCONTRACTOR INFORMATION (if applicable)

1. List all Non-DVBE subcontractors you intend to utilize (attach additional pages if necessary) and provide all requested information in the table below:

Name/Address/Phone Number	Certifications (SB/MB/None)	License Type/Number (If Applicable)	Work To Be Performed	% Of Total Bid Price

Note for Public Works Projects: Per PCC Sections 4100 et seq., prime contractors shall provide the name and address of each subcontractor who will perform work under the prime contractor in excess of one-half of one percent of the prime contractor's total bid. A prime contractor shall not substitute a subcontractor listed in the prime contractor's bid unless the provisions of PCC Section 4107 or 4107.5 apply and a hearing is held, if required.

D. NON-SMALL BUSINESS (NON-SB) PREFERENCE (if applicable)

1. If you are not a certified SB or MB, are you requesting a Non-SB Preference? ☐ **Yes** ☐ **No**

Note: Bidders that do not possess a SB or MB certification from the Department of General Services (DGS), Office of Small Business and DVBE Services (OSDS) may be granted a five percent (5%) Non-SB Preference when the bidder subcontracts at least 25% of their total bid price with one or more DGS, OSDS certified SBs or MBs that will perform a commercially useful function as defined in Government Code Section 14837(d)(4)(A) in the performance of the contract. To claim the Non-SB Preference, a bidder must check "Yes" above and identify the DGS, OSDS certified SB and/or MB subcontractor(s) and percentage of commitment (≥ 25% combined) in Section C. Bidders claiming a Non-SB Preference cannot displace a direct award to a DGS, OSDS certified SB or MB.

E. BIDDER'S AUTHORIZED REPRESENTATIVE

I certify under penalty of perjury that the information provided is true and correct.		
COMPANY NAME:		
AUTHORIZED BIDDER'S NAME (Print):	AUTHORIZED BIDDER'S SIGNATURE:	DATE:

The remainder of this page is intentionally left blank.

ATTACHMENT 5

DARFUR CONTRACTING ACT

Your bid may be deemed non-responsive by the Authority if you fail to complete and submit this document with your bid. Certify next to one of the three options below (#1, #2, or #3) and complete the appropriate section that follows.

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

OPTION #1 – NOT APPLICABLE

If your company has not, within the previous three years, had any business activities or other operations outside of the United States, please insert your company name and Federal ID Number and sign below.

Company/Vendor Name (Printed)	*Federal ID Number*
By (Authorized Signature)	Date
Printed Name and Title of Person Signing	

OPTION #2 - CERTIFICATION

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

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

Company/Vendor Name (Printed)	*Federal ID Number*
By (Authorized Signature)	Date
Printed Name and Title of Person Signing	

OPTION #3 – WRITTEN PERMISSION FROM DGS

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

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

Company/Vendor Name (Printed)	*Federal ID Number*
By (Authorized Signature)	Date
Printed Name and Title of Person Signing	

The remainder of this page is intentionally left blank.

ATTACHMENT 6

CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

You must complete this certification if your total bid is $100,000.00 or more. *Your bid may be deemed non-responsive by the Authority if you fail to complete, sign, and submit this document with your bid.*

Pursuant to Public Contract Code Section 2010, the bidder/proposer/contractor hereby certifies compliance with the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: The bidder/proposer/contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and

2. EMPLOYER DISCRIMINATORY POLICIES: If the bidder/proposer/contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the bidder/proposer/contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

BIDDER/PROPOSER/CONTRACTOR CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct:	
Bidder/Proposer/Contractor Firm Name (Printed):	*Federal ID Number:*
By (Authorized Signature):	
Printed Name and Title of Person Signing:	
Date Executed:	*Executed in the County and State of:*

ATTACHMENT 7

CALIFORNIA DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION REQUIREMENT AND INCENTIVE

1. Authority

A. The Disabled Veteran Business Enterprise (DVBE) Participation Goal Program for state contracts is established in Public Contract Code Section 10115 et seq., Military and Veterans Code Section 999 et seq., and California Code of Regulations, Title 2, Division 2, Chapter 3, Subchapter 10.5, Article 1, Section 1896.60 et seq.

B. Only DVBEs certified by the California Department of General Services (DGS), Office of Small Business and DVBE Services (OSDS), who perform a Commercially Useful Function (CUF) relevant to this solicitation, shall be used to satisfy the DVBE goals. As defined in Military and Veterans Code Section 999 and California Code of Regulations, Title 2, Division 2, Chapter 3, Subchapter 10.5, Article 2, Section 1896.71, a person or an entity is deemed to perform a CUF if a person or entity does all of the following:

(1). Is responsible for the execution of a distinct element of the work of the contract.

(2). Carries out the obligation by actually performing, managing, or supervising the work involved.

(3). Performs work that is normal for its business services and functions.

(4). Is responsible, with respect to products, inventories, materials, and supplies required for the contract, for negotiating price, determining quality and quantity, ordering, installing, if applicable, and making payment.

(5). Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.

C. A contractor, subcontractor, or supplier will not be considered to perform a CUF if the contractor’s, subcontractor’s, or supplier’s role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DVBE participation.

D. **Bidder must verify each DVBE subcontractor/supplier certification with DGS/OSDS to ensure DVBE participation eligibility prior to submitting a bid**.

2. DVBE Participation Requirement

The minimum percentage of DVBE participation for this solicitation is **3%** if the bidder’s total bid amount is **$10,000.00** or greater. The bidder shall fully document that the mandatory minimum percent of DVBE participation will be met, or the bidder’s bid shall be deemed non-responsive.

3. DVBE Participation Incentive

A. In accordance with Section 999.5 of the Military and Veterans Code, a bid incentive will be given to bidders who provide DVBE participation. For evaluation purposes only, the Authority shall apply a bid incentive to bids that propose California-certified DVBE participation as identified on Attachment 4, Bidder Declaration & Subcontractor/Supplier List. The bid incentive amount for awards based on the lowest bid will vary in conjunction with the percentage of DVBE participation. The following bid incentive percentages will apply:

DVBE PARTICIPATION COMMITMENT PERCENTAGE	BID INCENTIVE PERCENTAGE
5.00% and greater	5%
4.00% - 4.99%	4%
3.00% - 3.99%	3%

NOTE: The DVBE Participation Incentive cannot displace a direct award to a California-certified Small Business or a California-certified Micro Business.

4. Resources and Information

A. For assistance regarding the DVBE participation requirement and/or incentive, please contact the Authority's SB/DVBE Advocate at SBProgram@hsr.ca.gov regarding this solicitation. To locate certified DVBEs and obtain additional information regarding the DVBE program, please refer to the DGS/OSDS website at http://www.dgs.ca.gov or contact the DGS/OSDS by telephone at (916) 375-4940.

5. Required Documents

A. Bidder shall document the DVBE participation commitment by completing and submitting all of the following documents with their bid:

(1). **Bidder Declaration & Subcontractor/Supplier List (Attachment 4)** included in this solicitation. Failure to complete and submit the Bidder Declaration & Subcontractor/Supplier List included in this solicitation may render your bid non-responsive.

(2). **STD 843** included in this Attachment. Failure to complete and submit the STD 843 included in this Attachment may render your bid non-responsive.

(3). **DVBE Subcontractor Agreement** included in this Attachment. Bidder shall submit a completed DVBE Subcontractor Agreement for each DVBE subcontractor identified in the bid. Only the bidder shall fill out this Agreement and either mail, fax, or email the Agreement to the selected DVBE(s) for signature. Each DVBE Subcontractor Agreement will include: the term of the intended subcontract with the DVBE, anticipated dates the DVBE will perform required work, rate and conditions of payment, the percentage of the entire contract amount that will be committed to the DVBE, and the description of services and/or goods to be performed/supplied by the DVBE subcontractor. If further verification is necessary, the Authority will obtain additional information to verify the above requirements. Failure to submit a DVBE Subcontractor Agreement for each DVBE subcontractor identified may render your bid non-responsive.

(4). **Proof of DVBE Certification** for each DVBE subcontractor identified on the Bidder Declaration & Subcontractor/Supplier List (Attachment 4) via a printout from the DGS/OSDS Cal eProcure website.

6. Replacement of DVBE Subcontractor(s)

A. Bidder understands and agrees that should award of the contract be based in part on a commitment to use the DVBE subcontractor(s) identified in their bid, per Military and Veterans Code Section 999.5, a DVBE subcontractor may only be replaced by another DVBE subcontractor and must be approved by the Department of General Services (DGS).

B. Failure to seek a DVBE substitution when necessary and adhere to the DVBE participation level identified in the bid may be cause for contact termination, recovery of damages under rights and remedies due to the Authority, and penalties outlined in Military and Veterans Code Section 999.9, and Public Contract Code Section 10115.10, or Public Contract Code Section 4110 (applies to public works only).

7. DVBE Subcontractor Participation Reporting Requirements

A. Contractors that make a commitment to achieve DVBE subcontractor participation for a contract shall download from www.dgs.ca.gov, complete, sign, and submit to the Authority with the final invoice for payment, a **Prime Contractor's Certification - DVBE Subcontracting Report (STD 817)** certifying all of the following:

(1). The total dollar amount the contractor received under the contract.

(2). The Agreement number and the name, address, and certification ID number of all DVBE subcontractors that participated in the performance of the contract.

(3). The total dollar amount and percentage of the contract's total dollar amount the contractor committed to each DVBE subcontractor.

(4). The total dollar amount the contractor paid each DVBE subcontractor.

(5). That all payments under the contract have been made to the DVBE subcontractor(s).

(6). The actual percentage of DVBE participation that was achieved. Upon request, the contractor shall provide proof of payment for the work.

B. The Authority will withhold $10,000.00 (or the full dollar amount if less than $10,000.00) from the final payment, until the contractor complies with the certification requirements above. A contractor that fails to comply with the certification requirements above shall, after written notice, be allowed to cure the defect. Notwithstanding any other law, if, after at least 15 calendar days but not more than 30 calendar days from the date of written notice, a contractor refuses to comply with the certification requirements above, the Authority shall permanently deduct $10,000.00 (or the full dollar amount if less than $10,000.00) from the final payment (Military and Veterans Code Section 999.7).

C. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation (Military and Veterans Code Section 999.5; Government Code Section 14841).

D. A contractor shall comply with the rules, regulations, ordinances, and statutes that apply to the DVBE program as defined in Section 999 of the Military and Veterans Code, including, but not limited to, the requirements of Section 999.5(d).

8. DVBE Subcontractor Invoices

A. To ensure that DVBE participation is applied correctly, all DVBE subcontractor invoices submitted to the contractor shall include the contract number.

The remainder of this page is intentionally left blank.

STATE OF CALIFORNIA – DEPARTMENT OF GENERAL SERVICES, PROCUREMENT DIVISION
DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONS
STD. 843 (Rev. 5/2006)

Instructions: The disabled veteran (DV) owner(s) and DV manager(s) of the Disabled Veteran Business Enterprise (DVBE) must complete this declaration when a DVBE contractor or subcontractor will provide materials, supplies, services or equipment [Military and Veterans Code Section 999.2]. Violations are misdemeanors and punishable by imprisonment or fine and violators are liable for civil penalties. All signatures are made under penalty of perjury.

SECTION 1

Name of Certified DVBE: ______________________ DVBE Ref. Number: ____________

Description (materials/supplies/services/equipment proposed): ______________________

____

Solicitation/Contract Number: ______________ SCPRS Ref. Number: ______________
(For State Use Only)

SECTION 2

APPLIES TO ALL DVBEs. Check only one box in Section 2 and provide original signatures.

☐ I (we) declare that the DVBE is not a broker or agent as defined in Military and Veterans Code Section 999.2 (b), of materials, supplies, services or equipment listed above. Also complete Section 3 below if renting equipment.

☐ Pursuant to Military and Veterans Code Section 999.2 (f), I (we) declare that the DVBE is a broker or agent for the principal(s) listed below or on an attached sheet(s). (Pursuant to Military and Veterans Code 999.2 (e), *State funds expended for equipment rented from equipment brokers pursuant to contracts awarded under this section shall not be credited toward the 3-percent DVBE participation goal.)*

All DV owners and manager of the DVBE **(attach additional pages with sufficient signature blocks for each person to sign)**:

(Printed Name of DV Owner/Manager)	(Signature of DV Owner/Manager)	(Date Signed)
(Printed Name of DV Owner/Manager)	(Signature of DV Owner/Manager)	(Date Signed)

Firm/Principal for whom the DVBE is acting as a broker or agent: ______________________
(If more than one firm, list on extra sheets.) (Print or Type Name)

Firm/Principal Phone: ______________ Address: ______________________

SECTION 3

APPLIES TO ALL DVBE'S THAT RENT EQUIPMENT AND DECLARE THE DVBE IS NOT A BROKER.

☐ Pursuant to Military and Veterans Code Section 999.2 9 (c), (d), and (g), I am (we are) the DV(s) with at least 51% ownership of the DVBE, or a DV manager(s) of the DVBE. The DVBE maintains certification requirements in accordance with Military and veteran Code Section 999 et seq.

☐ The undersigned owner(s) own(s) at least 51% of the quantity and value of each piece of equipment that will be rented for use in the contract identified above. I (we), the DV owners of the equipment, have submitted to the administering agency my (our) personal federal tax return(s) at time of certification and annually thereafter as defined in *Military and Veterans Code* 999.2, subsections (c) and (g). *Failure by the disabled veteran equipment owner(s) to submit their personal federal tax return(s) to the administering agency as defined in Military and Veterans Code 999.2, subsections (c) and (g), will result in the DVBE being deemed an equipment broker.*

Disabled Veteran Owner(s) of the DVBE **(attach additional pages with signature blocks for each person to sign)**:

(Printed Name)	(Signature)	(Date Signed)

(Address of Owner)	(Telephone)	(Tax ID Number of Owner)

Disabled Veteran Manager(s) of the DVBE **(attach additional pages with signature blocks for each person to sign)**:

(Printed Name of Manager)	(Signature of Manager)	(Date Signed)

The remainder of this page is intentionally left blank

DVBE SUBCONTRACTOR AGREEMENT

PART A: NAMED PARTIES

This Agreement is entered into between Contractor: ______________________________, hereinafter referred
(Contractor Name)
to as *Bidder*, and DVBE subcontractor: ______________________________, hereinafter referred
(DVBE Subcontractor Name)
to as *Subcontractor*, on: ______________________, consisting of the following conditions:
(Date)

1. Bidder has bid or intends to bid on a solicitation issued by the State of California, California High-Speed Rail Authority, hereinafter referred to as ***Authority***. The Authority will enter into a contract (the primary agreement) with the Bidder **if** the Bidder is awarded the contract.

2. Bidder has proposed the Subcontractor as a disabled veteran business enterprise subcontractor in the bid; and Bidder intends to employ the subcontractor to perform certain work or services under the primary agreement if the Bidder is awarded the Authority contract.

3. Subcontractor intends to provide certain work or services or products/goods under the primary agreement if the contract is awarded to the Bidder.

PART B:

The State requires the Bidder to provide, prior to the contract award, a written agreement signed by the Bidder and each disabled veteran business enterprise subcontractor proposed by the Bidder in the bid proposal submitted to the State, to include certain terms and conditions specified below. These written agreements shall become null and void if the Bidder is not awarded a contract as result of this bid invitation.

Bidder and the Subcontractor agree that, in the event the Authority awards the primary agreement to the Bidder, the Bidder will employ the Subcontractor to provide goods and/or services in accordance with the following terms and conditions:

1. The term of this Agreement is: ______________________________. The parties estimate that the goods and/or services will be provided/performed by the Subcontractor within the contract term.
2. The parties estimate that the goods and/or services will be provided/performed by the Subcontractor commencing on: _____ / _____ / _____ and completed by: _____ / _____ / _____
3. The rate and conditions of payment by the Bidder to the Subcontractor are:

   ____
4. The percentage of the entire primary contract to be awarded to the Subcontractor is: ______%.
   (Must commit at least 3% of the entire bid amount unless otherwise specified within the solicitation.)
5. Description of services and/or goods to be performed/supplied by the DVBE Subcontractor:

(Attach Additional Sheets If Necessary)

This Agreement has been executed by the parties identified below:

Bidder's Company Name:		Subcontractor's Company Name:	
By (Authorized Signature):	Date Signed:	By (Authorized Signature):	Date Signed:
Printed Name and Title of Person Signing:		Printed Name and Title of Person Signing:	

The remainder of this page is intentionally left blank.

DVBE PROGRAM REQUIREMENTS SUPPLIER CHECKLIST

Please do not submit this checklist with your bid. It is provided for your use only. Checking every box of your elected compliance option does not guarantee that your bid will be evaluated as compliant.

ITEM

- ☐ Bidder Declaration & Subcontractor/Supplier List included with bid.
- ☐ STD 843 included with bid (Note: This is applicable if you are a Certified DVBE bidder or subcontractor)
- ☐ Attached completed DVBE Subcontractor Agreement(s) (Note: If you are a certified DVBE bidder, this is only applicable if you intend to utilize a DVBE subcontractor).
- ☐ Listed at least one California certified DVBE subcontractor.
- ☐ Checked the box(es) for “Yes”.
- ☐ Listed specific goods and/or services DVBE(s) agrees to provide.
- ☐ Proposed DVBE contract performance is a “commercially useful function” relevant to the contract.
- ☐ Listed the percentage of the contract for the DVBE’s participation.
- ☐ Proposed DVBE participation meets the 3% requirement (unless a different percentage is specified).
- ☐ Provided proof of DVBE certification for each DVBE identified via a printout from the DGS/OSDS BidSync website.

The remainder of this page is intentionally left blank.

ATTACHMENT 8

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)		*Federal ID Number*
By (Authorized Signature)		
Printed Name and Title of Person Signing		
Date Executed	*Executed in the County of*	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. 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.

b. Establish a Drug-Free Awareness Program to inform employees about:

1) the dangers of drug abuse in the workplace;
2) the person's or organization's policy of maintaining a drug-free workplace;
3) any available counseling, rehabilitation and employee assistance programs; and,
4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

1) receive a copy of the company's drug-free workplace policy statement; and,
2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be*:* (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

ATTACHMENT 9
BIDDER'S BOND

State of California
California High-Speed Rail Authority
(California Code of Regulations, Title 11, § 78.6)

Bond Number: __________

Bond Premium: __________

KNOW ALL MEN BY THESE PRESENTS:

That we ____________________ (PRINCIPAL) as PRINCIPAL,

and ____________________ (SURETY) as SURETY, are held and firmly bound unto the

State of California in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the principal above named, submitted by said principal to the State of California, acting by and through the California High-Speed Rail Authority for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, to the Director of the Department to which said bid was submitted, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents. In no case shall the liability of the surety hereunder exceed the sum of $__________.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the principal has submitted the above-mentioned bid to the State of California, as aforesaid, for certain construction specifically described as follows, for which bids are to be opened at Sacramento, California, on __________ (BID OPENING DATE) for:

Description of Work: ____________________

At (location and street address): ____________________

Authority Solicitation Number: ____________________

Now, THEREFORE, If the aforesaid principal is awarded the agreement and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written agreement, in the prescribed form, in accordance with the bid, and files two bonds with the Department, one to guarantee payment for labor and materials, and the other to guarantee faithful performance as required by law, then this obligation shall be null and void; otherwise it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this day of __________ (MONTH/DAY), __________ (YEAR).

____________________ [SEAL]
(PRINCIPAL)

____________________ [SEAL]
(SURETY)

Address: ____________________

NOTE: Signatures of those executing for the surety must be properly acknowledged.

ATTACHMENT 10
ORGANIZATIONAL CONFLICTS OF INTEREST DISCLOSURE STATEMENT

1. Definition

The Authority's Conflict of Interest Policy defines organizational conflicts of interest as follows:

"Organizational Conflict of Interest" means a circumstance arising out of a Contractor's existing or past activities, business or financial interests, familial relationships, contractual relationships, and/or organizational structure (i.e., parent entities, subsidiaries, affiliates, etc.) that results in (i) impairment or potential impairment of a Contractor's ability to render impartial assistance or advice to the Authority or of its objectivity in performing work for Authority, (ii) an unfair competitive advantage for any Bidder with respect to an Authority procurement; or (iii) a perception or appearance of impropriety with respect to any of the Authority's procurements or contracts or a perception or appearance of unfair competitive advantage with respect to a procurement by the Authority (regardless of whether any such perception is accurate).

2. Disclosure

In the space provided below, and on supplemental sheets as necessary, identify all relevant facts relating to past, present or planned interest(s) of the Bidder and its team (including Bidder, Bidder Team members, and all Subcontractors identified at the time of the submittal of its Bid, and their respective personnel) which may result, or could be viewed as, an organizational conflict of interest in connection with this IFB.

3. Explanation

In the space below, and on supplemental sheets as necessary, identify steps that have been or will be taken to avoid or mitigate any organizational conflicts of interest described herein.

4. Certification/Declaration

The undersigned hereby certifies/declares that, to the best of his or her knowledge and belief, no interest exists that is required to be disclosed in this Organizational Conflicts of Interest Disclosure Statement, other than as disclosed above.

Prior to making this certification/declaration signed under penalty of perjury, our entity/company's executive(s) considered the Policy and performed conflict checks.

I declare under penalty of perjury under the laws of the State of California that the statements in this form are true and correct. Executed on _______________(Date) at______________________(City, State).

____
Signature of Executive

____
Printed Name

____
Printed Title

____
Entity/Company