HSR26-03

INVITATION FOR BIDS

Notice to Prospective Bidders

June 11, 2026

You are invited to review and respond to this Invitation for Bids (IFB) entitled HSR26-03 – As-Needed Office Moving, Storage Services and Freestanding Modular Systems Furniture Reconfiguration. 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 addendums, modifications, and updates to the bid documents. The California High-Speed Rail Authority (Authority and/or State) is not responsible for 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 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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SECTION

BIDDER REQUIREMENTS AND INFORMATION

1. Purpose and Description of Services

A. As-Needed Office Moving, Storage Services, and Freestanding Modular Systems Furniture Reconfiguration for the California High-Speed Rail Authority. Term: August 1, 2026 or upon contract approval, whichever occurs later, through July 31, 2029. See Exhibit A, Scope of Work, for a complete description of services.

2. Bidder Qualifications

A. The bidder shall possess either a valid Motor Carrier Permit issued by the California Department of Motor Vehicles (DMV) or a valid license issued by the California Bureau of Household Goods and Services (BHGS) for office moves between buildings that involve transportation over public streets and highways. The Contractor's Motor Carrier Permit or license issued by the BHGS shall be current and active from the time of the bid opening.

B. The bidder shall possess a valid C61/D34 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 contract shall possess all applicable contractor licenses for the work they shall perform under the contract. 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 number (if applicable) shall be indicated on the Bidder Declaration & Subcontractor/Supplier List (Attachment 4). All bidder and subcontractor contractor licenses shall be in good standing from the time of the bid opening through the term of the contract.

3. Prevailing Wage

A. 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) if the bidder's total bid amount exceeds $2,500.00. Copies of the prevailing wage rate determinations are on file at Authority Headquarters and can be obtained by contacting the contact person indicated on the cover page of this IFB package. Additional questions regarding prevailing wage determinations shall be referred to the DIR's Division of Labor Statistics and Research, Prevailing Wage Unit: http://www.dir.ca.gov.

B. In accordance with the provisions of Labor Code Sections 1720, 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.

C. 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.

4. Schedule of Events

A.	Event	Date	Time
(1).	IFB available to prospective bidders:	Thursday, June 11, 2026	N/A
(2).	Written questions regarding IFB are due by: **(Note: See additional info in Section 5.)**	Thursday, June 18, 2026	3:00PM
(3).	Written responses to questions released by:	Tuesday, June 23, 2026	5:00PM
(4).	Final date for bid submission: **(Note: See additional info in Section 8.)**	Wednesday, July 1, 2026	2:00PM
(5).	Date of bid opening: **(Note: See additional info in Section 9.)**	Wednesday, July 1, 2026	2:00PM
(6).	Proposed start date of agreement:	August 1, 2026, or upon approval by DGS	N/A

5. 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 4, 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.

6. 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.

7. 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.

8. Submission of Bid

A. Bids must be submitted via mail no later than the date and time specified in Section 4, Schedule of Events.

(1). Bids submitted via mail 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 # HSR26-03, DO NOT OPEN UNTIL JULY 1, 2026 AT 2:00PM, ATTN: VALERIE FLURRY

(2). Bids shall be mailed to the following address:

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

(3). Mailed 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 4, 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.

The remainder of this page is intentionally left blank.

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.

9. Bid Opening

A. For security reasons, if you plan to attend the public bid opening, you must call the contact person indicated on the cover page of this IFB <u>no less than twenty-four (24) hours prior to the bid opening date and time</u> 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.

10. 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.

11. 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 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.

12. Notice of Intent to Award Contract

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:

(1). 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.

13. Protest

A. If any bidder, prior to the award of the agreement, files an initial protest with the Authority and the Department of General Services (DGS) on the grounds that the protesting bidder is the lowest responsive responsible bidder, the agreement shall not be awarded until either the protest has been withdrawn or DGS has decided the matter.

B. Within five (5) calendar days after filing an initial protest with the Authority and DGS, the protesting bidder shall file a full and complete written statement with the Authority and DGS specifying the grounds for the protest, including: the IFB number, the name of the State agency involved, and the agency contract person.

C. A written protest must be sent by **email** to DGS, Office of Legal Services (OLS) at OLSProtests@dgs.ca.gov, as well as the Contract Analyst listed on the cover letter of this IFB.

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.

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). <u>Insurance Requirements</u>

a. Some Authority locations have their own specific insurance requirements. The information provided in this section is a general overview and reflects the highest insurance limits required across all locations. Please refer to the Insurance section for the exact requirements applicable to each site.

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

1. <u>Commercial General Liability</u>

A. Coverage shall provide limits of not less than $1 million ($1,000,000.00) per occurrence and $2 million ($2,000,000.00) general aggregate limit 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. <u>Automobile Liability</u>

A. Coverage shall provide limits of not less than $1 million ($1,000,000.00) 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. Excess or Umbrella Liability

   A. Coverage shall provide Excess or Umbrella Liability insurance on a follow-form basis with respect to the Commercial General Liability, Employers' Liability, and Commercial Automobile Liability insurance with limits of not less than $5 million ($5,000,000.00) each occurrence and $5 million ($5,000,000.00) annual aggregate.

4. Cargo Liability

   A. Coverage shall provide limits of not less than Two Hundred Thousand Dollars ($200,000.00) covering Authority's property while it is in the care, custody, or control of the awarded contractor.

5. Worker's Compensation

   A. Coverage shall provide employer liability limits of not less than $1 million ($1,000,000.00) bodily injury by accident each accident, $1 million ($1,000,000.00) bodily injury by disease policy limit, and $1 million ($1,000,000.00) bodily injury each employee 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.

6. Property Insurance

   A. All-risk, replacement cost property insurance to protect against loss of owned or rented equipment and tools brought onto and/or used on any Property by the Service Contractor.

17. 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 Microbusinesses (MB) for this Agreement as established by the SB Program.

1. 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).

2. 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).

(2). Disabled Veteran Business Enterprise Goal

a. The Contractor shall commit to meet or exceed the overall three percent (3%) goal for Disabled Veteran Business Enterprise for this Agreement as established by the SB Program.

1. Only State of California OSDS-certified DVBEs who 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).

18. 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 the California Department of General Services (DGS). If the prospective Contractor is claiming the five percent (5%) SB preference, complete section 14 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 a California-certified Small Business or a California-certified Micro Business).

(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 California-certified Small Business bidders and California-certified Micro Business bidders can use a TACPA preference to displace another California-certified Small Business bidder or California-certified Micro Business bidder).

19. Bid Incentive(s)

A. The following incentive is applicable to this IFB:

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

a. Per Military and Veterans Code section 999.5 and Title 2 CCR 1896.98 and 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 a California-certified Small Business or a California-certified Micro Business).

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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 California High-Speed Rail Authority (Authority) all labor, tools, materials, travel, delivery of boxes, and equipment necessary to perform as-needed office moving, transportation and delivery of office furniture and equipment, and office moves including packing and unpacking, modular systems furniture reconfiguration (MSF), storage services between and within a fifty (50) mile radius of the Sacramento, Fresno, San Jose and Los Angeles regional office locations, California Department of General Services (DGS) Transit Storage Center and State Records Center, and the Contractors storage space for the term of this Agreement.

B. The Authority's regional offices, DGS Transit Storage Center, and State Records Center are located at the following addresses. Please note these addresses are subject to change pending moves. In the event of an address change, the Authority shall notify the Contractor within ten (10) business days.

(1). **Sacramento Office** - 770 L Street, Sacramento, CA 95814

(2). **Fresno Office(s)** - 1111 H Street, Fresno, CA 93721

(3). **San Jose Office** - 160 West Santa Clara Street, San Jose, CA 95113

(4). **Los Angeles Office** - 355 S. Grand Avenue, Los Angeles, CA 90012

(5). **DGS Transit Storage Center** - 1700 National Drive, Sacramento, CA 95834

(6). **State Records Center** - 3240 Industrial Blvd. West Sacramento, CA 95691

(7). **Railhead Facility** – The official address has not yet been assigned. The location is between Merced Avenue and Jack Avenue, West of Poplar Avenue and East of Highway 43 in Wasco, California.

C. <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, including, but not limited to, a Notice to Proceed (NTP).

D. The services shall be performed during the following times:

(1). Authority normal business hours, Monday through Friday, 8:00 a.m. to 5:00 p.m.

(2). After hours and before business hours, Monday through Friday, 6:00 p.m. to 7:00 a.m.

(3). Authority weekend hours, Saturday and Sunday, 8:00 a.m. to 5:00 p.m. and;

(4). Most office moves and MSF are required to take place before or after normal Authority business hours or Saturdays per the ACM's request. The Authority does not guarantee a minimum or maximum number of hours for this Agreement. Therefore, the Authority does not guarantee the full amount of this Agreement to be paid where services are not rendered. All work dates and times must be approved by the ACM before work is performed.

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E. The Authority shall make every effort to provide the Contractor with advance notice with a minimum of five (5) calendar days' written notice for moving and transportation services in Sacramento, Fresno, San Jose, or Los Angeles. Depending on the size of the move, exceptions to this provision would include adjusting set timeframes due to unforeseen circumstances or based on the emergency needs of the Authority. The Authority reserves the right to adjust the moving schedule and time(s) as mutually agreed upon for each individual move.

F. Billable hours shall begin when the Contractor's personnel arrive at the Authority's designated site and shall end when items are delivered and placed, as specified by the Authority, at the new location.

G. Overtime shall not accrue due to the Contractor's failure to provide personnel and equipment at the Authority designated place and time. The Authority shall not pay overtime rates unless the Contractor's personnel have worked over eight (8) hours on the Authority work plan for the day overtime is charged for work that is pre-approved by the ACM.

H. Detailed description of work to be performed and duties of all parties:

(1). Contractor's Responsibilities for Moving

a. The Contractor shall furnish all labor and materials to move the Authority's furniture, fixtures, and equipment between the Authority Regional Office locations, to and from the DGS Transit Storage Center and State Records Center, the Contractor's storage space, and within a fifty (50) mile radius of all office locations identified in this Exhibit A, Scope of Work, Section 2.

b. Furniture, fixtures, and equipment include, but are not limited to the following:

1. Furniture, filing cabinets, office décor, files, boxes, office contents/supplies, books/binders, telephones, computers and related hardware/components, modular partitions/offices, chairs and desks, fixtures, equipment, and salvaged or recycled items.

c. The Contractor shall provide at the primary job site, all necessary tools and equipment, including but not limited to:

1. Bob-tail truck with rail-type lift gate

2. Electric pallet jack

3. Partition carts

4. Library carts

5. Computer carts designed to transport computer equipment

6. Battery-powered drill/screwdriver

7. Safe jacks

8. Furniture pads

9. Cellular Communications (Lead and Helpers)

10. Masonite

11. Doorstops

12. Dollies – four (4) wheel

13. Boxes

14. Heavy-duty or industrial vacuum cleaner

15. Carpet sliders/skates for moving conventional or component furniture

d. In the event the ACM determines the need for boxes to facilitate the move, the Contractor and the ACM shall coordinate the delivery of boxes in advance of the move date. The Contractor shall deliver the boxes within forty-eight (48) hours of the ACM's request. The ACM shall be responsible for ensuring the boxes are packed prior to the moving services beginning. The Contractor shall be responsible for ensuring the closure of the boxes (if applicable).

e. The Contractor shall provide a minimum of two (2) employees: one (1) driver/mover/lead and one (1) helper. All additional employees shall be pre-approved by the ACM.

f. The Contractor's on-site lead-mover shall be responsible for loading, palletizing, shrink wrapping, and unloading all equipment.

g. The Contractor shall be responsible for scheduling, supplying, installing, and uninstalling all materials required to fully protect items at the starting, enroute, and ending locations as required by the building owners and building managers at each location. Specific items that require protection include, but are not limited to: elevators, lobby floors, doorframes, interior wall edges, and floor coverings.

h. The Contractor shall be solely responsible for obtaining all elevator weight limits prior to a move and ensuring that move loads do not exceed the elevator capacity.

i. The Contractor shall be responsible for neatly placing all contents, including seating, inside workstations and hard-walled offices.

j. The Contractor shall be responsible for coordinating the delivery of boxes, equipment, building protection, elevator usage, and parking and building access, with the ACM or their designated representative.

k. When requested by the ACM, the Contractor shall attend a pre-move walk-through to review the procedure and document any existing damage to the facility, furniture, or equipment to be moved.

l. The Contractor shall provide cellular communications with the Contractor's supervisors at the point of origin and point of destination at all times during a move and ensure that personal telephone calls are restricted to break times only. The Contractor shall provide the ACM and their designated representative with contact information, including all cellular telephone numbers prior to beginning any work.

m. The Contractor shall obtain all required permits, including parking, that are legally required for each move. Copies of all required permits shall be provided to the ACM or their designated representative prior to each move. Private vehicle parking on site will not be provided.

n. The Contractor shall protect all items, including but not limited to: conventional furniture, electronic equipment, computers, printers/copiers, fax machines, modular furniture, and all exposed books and plans against bad weather. All equipment carts must be shrink-wrapped (i.e., side and top) to prevent theft and water damage.

o. The Contractor shall provide additional bob-tail trucks or tractor trailers upon request, and provide continuous supervision for all trucks, whether fully or partially loaded (i.e., one person per truck). The Contractor shall not leave any loaded truck without supervision at any time unless locked and fully secure.

p. The Contractor shall be responsible for the removal and proper disposal of all trash or debris resulting from a move. On-site dumpsters will not be available for trash disposal.

q. The Contractor and Authority shall be responsible for identifying, in advance of a move, an acceptable means of moving all items that cannot fit in the specified elevators.

(2). <u>Contractors' Responsibilities for Freestanding Modular Systems Furniture (MSF)</u>

a. The Contractor shall provide experienced/journey-level movers with knowledge of modular furniture components.

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b. The Contractor shall install, reconfigure, repair, lift, adjust, disassemble, palletize, inventory, move, store and transport new, existing, and surplus **freestanding** modular systems furniture (MSF) components manufactured by California Correctional Training and Rehabilitation Authority (CALCTRA), or provided and installed by an approved Contractor under a separate agreement. This Agreement **excludes** installing, reconfiguring, repairing, adjusting, disassembling, and transporting new, existing, and surplus **non-freestanding** MSF components that require seismic bracing per the California Building Code. This agreement also **excludes** installing electrical wire and network cabling to and through MSF components. The Contractor shall not bolt, secure, mount, affix, un-bolt, un-secure, un-mount, or un-affix MSF components to/from the floor, ceiling, walls, or any other structural components under this Agreement.

c. The Contractor shall install, reconfigure, repair, lift, adjust, and disassemble new, existing, and surplus free-standing MSF components at the various Authority regional offices. The Contractor shall transport new and surplus freestanding MSF components to and from the various Authority regional offices, DGS Transit Storage Center, and/or Contractor’s storage center.

d. Moving or reconfiguring modular furniture that is connected to a building by bolts, cable, etc., is not covered under this Agreement per the following statement:

“This Agreement is for office moving services for free-standing office furniture (including moving modular systems furniture parts not connected to the building) and equipment and shall not call for or authorize the un-bolting, un-securing, un-mounting, or un-affixing (or bolting, securing, mounting, or affixing) of any office furniture or equipment to the floor, ceiling, walls, or realty. Such activities are not a part of this Agreement and shall not be performed by the Contractor.”

e. The Contractor shall perform work at new offices, existing offices undergoing furniture repairs or re-configurations (including ergonomic adjustments of work surface heights, etc.), existing offices being renovated, and existing offices that are closed.

f. The Contractor shall work with the ACM or their designated representative to identify which panels, components, and parts shall be used to configure, assemble, and disassemble the MSF.

g. The Contractor shall employ and provide an MSF journey level employee to act as a lead person for all Authority MSF projects. Additionally, upon request by the ACM or their authorized representative, the Contractor shall employ and provide an additional MSF journey level employee to act as lead-installer when multiple Authority projects are scheduled.

h. Work plans shall be submitted by the ACM or their authorized representative via email. Only the ACM or their authorized representative shall submit work plans, arrange access to the Authority regional offices, and oversee MSF projects. The Authority office managers shall provide site-specific service information only. In the event that an Authority employee requests additional work outside of a work request submitted by the ACM or their authorized representative, the Contractor shall obtain prior written approval from the ACM or their authorized representative before performing the additional work. Failure to obtain prior written approval from the ACM or their authorized representative may result in the Contractor not being compensated for the additional work.

i. The Contractor shall provide the ACM or their authorized representative with a work request receipt confirmation within one (1) Authority business day after receiving the work request. The Contractor shall provide the ACM or their authorized representative with a proposed work schedule that includes work dates and estimated start and finish times, number of installers, and the name of the Lead Installer within three (3) Authority business days after providing the ACM or their authorized representative with a work request receipt confirmation. The Contractor shall begin performing services within one (1) week following the receipt of the Authority's work request unless otherwise requested by the ACM. Larger-scale projects shall be requested and coordinated by the Authority as far in advance as possible.

(3). <u>Contractors' Responsibility for Storage</u>

a. Upon request by the ACM or their designated representative, the Contractor shall provide secured on-site or secured off-site short-term storage (vaulted storage units are acceptable) of Authority property, including, but not limited, to MSF components for no more than ninety (90) days as indicated:

1. The storage facility shall be located no farther than twenty-five (25) miles from the Sacramento Authority office located at: 770 L Street, Sacramento, CA 95814 and must have the flexibility, for the ACM or their designated representative to have access Monday through Friday from 8:00 a.m. to 5:00 p.m. (or within two [2] hours difference of the timeframe), as needed.

2. The Contractor shall provide the name and address of the storage facility to the ACM upon execution of the Agreement.

b. The storage space options shall be approximately 800 square feet.

c. The storage space options shall be of adequate size to leave all items accessible to the ACM or their designated representative, should they require access. If applicable, the Contractor shall provide to the ACM one (1) set of keys and/or codes to access the storage facility.

d. The Authority shall be responsible for logging and tracking any items removed from storage, and any items returned to storage, and shall provide the Contractor with written notice (e-mail is acceptable) within twenty-four (24) hours.

e. If storage is required longer than ninety (90) days, the Authority may enter into a separate agreement with a vendor of the Authority's choice to obtain necessary storage services.

(4). Authority Responsibility

a. The Authority shall issue details on services requested, including the date of the move and any special conditions of existing furniture facilities.

b. The Authority shall include, at a minimum, the following information:

1. Authority contact information
2. Requested move date
3. Work hours
4. Location (to and from)
5. Request for pre-move/scope walk-through (if applicable)
6. Scope of work
7. Inventory of items
8. MSF (assembly, disassembly, install, transport, or storage)

c. The ACM shall provide the Contractor with an inventory list of items to be transported to the next location. The inventory list shall be signed by the Contractor and the ACM.

d. Any items of particular value shall be identified by the ACM and the value noted on the inventory list.

e. The Authority shall note and label any fragile items that require special handling.

f. The Authority shall contact the Contractor via email and courtesy call within no less than two (2) business days of the service needs to postpone or reschedule the move for a later date and time. The rescheduling shall be at a mutually agreed-upon time by the ACM and the Contractor at no expense to the Authority. Should the Authority elect to cancel a job within twenty-four (24) hours of the arranged date and time, any cancellation fee shall not exceed 10% (ten percent) of the move cost plus materials that have been supplied and utilized by the Contractor.

(5). 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 the Contractor's agent.

(6). Lockable Transportation

a. The Contractor shall transport furniture, files, and equipment in a fully enclosed vehicle that is lockable.

(7). Uniform Clothing

a. The Contractor shall require all employees, including supervisors, to wear distinctive uniform clothing while performing services under this Agreement. The Contractor shall ensure that every employee and supervisor is in uniform when on-site at an Authority office. Uniform clothing shall clearly identify the Contractor's name in a manner that is easily identifiable via a permanently affixed badge or monogram.

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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 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 Authority Contract Manager, the Authority agrees to compensate the Contractor for actual hours worked in accordance with Exhibit B, Attachment 1 – Cost Sheet. Rates shall not exceed the rates identified in Exhibit B, Attachment 1 – Cost Sheet.

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

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

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

E. 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, therefor, may be less.

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F. 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

AND

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

H. 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.

I. The date of invoice delivery shall be the date the Authority receives the original electronic copy to the Financial Office at the email address listed in Section F 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, billing period, itemized description list of services for which the Authority is being billed, hours worked, days of storage, quantity of boxes, rates, and total amount invoiced.

(2). The Contractor's hourly rates by individual, as identified on Exhibit B, Attachment 1 – Cost Sheet. Each invoice shall include actual hours incurred, cumulative hours incurred to date, and budgeted hours per individual by workplan category or task (as specified in Exhibit B, Attachment 1 – Cost Sheet and by reference to Task Orders, as applicable) during the billing period.

(3). 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.

(4). 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.

(5). Receipts for approved travel, including departure and return times.

(6). Subcontractors' and vendors' invoices.

(7). The Postconsumer-Content Certification Form, CalRecycle Form 74.

(8). 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.

4. Travel and Per Diem Rates

A. The Contractor shall be reimbursed for approved travel and per diem expenses using the same rates provided to non-represented/excluded State employees. The Contractor must pay for travel in excess of these rates. The Contractor may obtain current rates at CalHR's Travel Reimbursement page.

B. The Contractor shall use the most cost-effective method of travel. Documentation will be requested to support the method of travel chosen if it is not the most cost-effective.

C. All travel not specified in a workplan and/or Task Order requires written authorization from the Authority's Contract Manager prior to travel departure. Travel expenses are computed from the Contractor's approved office location. Travel to the Contractor's approved office from other locations is not reimbursed under this Agreement unless specifically authorized by the Authority's Contract Manager.

D. The Contractor must retain documentation of travel expenses in its financial records. The documentation must be listed by trip and include dates and times for departure and return.

5. Prompt Payment Clause

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.

6. 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 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.

7. 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.

8.

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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 Authority's Contract Manager. 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, Key Personnel, or key members of the Contractor's team, including those listed in Exhibit B, Attachment 1 – Cost Sheet, without prior written approval by the Authority's Contract Manager. The new Key Personnel or 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. If the Contractor obtains approval from the Authority's Contract Manager to add or substitute personnel, the Contractor must provide the Personnel Request Form (to be obtained from the Authority's Contract Manager) 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.

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(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 Authority's Contract Manager, except that which is expressly identified in Exhibit B, Attachment 1 – Cost 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 (7) 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 Authority's Contract Manager in advance of assigning work to a substitute subcontractor.

4. Confidentiality of Data

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, Confidentiality of Data, 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 dollar amount of the subcontract/subagreement.

The remainder of this page is intentionally left blank.

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 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.

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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 Authority's Contract Manager 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 Authority Contract Manager 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 Chief Administrative Officer, who may consider any written or verbal evidence submitted by the Contractor. The decision of the 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 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. Termination Issues for Subcontractors, Suppliers, and Service Providers: The Contractor shall notify any subcontractor and service or supply vendor providing services under this Agreement of the early termination date of this Agreement. Failure to notify any subcontractor and service or supply vendor shall result in the Contractor being liable for the termination costs incurred by any subcontractor and service or supply vendor for Work performed under this Agreement, except those specifically agreed to by the Authority in writing.

D. 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 Authority’s Contract Manager 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 Authority Contract Manager 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. <u>Evaluation of the Contractor</u>

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. <u>Ownership of Data</u>

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 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.

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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, and, if applicable, State Contracting Manual, Volume 1, Section 5.81. 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 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 a protest or other legal action delays the award of a new agreement.

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

D. To correct incidental or typographical errors.

E. To change the name of the Contractor or assign this Agreement to another contractor as specified within this Agreement.

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, nor 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 NTP for the amendment has been provided by the Authority’s Contract Manager.

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 9, Insurance, Exhibit E: Section 10, Authority Insurance Requirements, Exhibit E: Section 11, Building Insurance Requirements (770 L Street, Sacramento, CA 95814), Exhibit E: Section 12, Building Insurance Requirements (355 S. Grand Avenue, Los Angeles, CA 90012), Exhibit E: Section 13, Building Insurance Requirements (160 West Santa Clara Street, San Jose, CA 95113), 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.

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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 final executed Agreement, with its Exhibits and Attachments stated on the STD 213, is intended to be a complete and final expression of the parties' agreement and contains all of the representations and the entire integrated understanding with respect to the matters described in the Agreement and supersedes any other prior writings and prior or contemporaneous oral agreements or understandings between the parties. The final executed Agreement fully integrates the parties' agreement and understanding with respect to all matters covered by it.

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 Contractor to make available or provide such submittals and information to the Authority, which 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 their employees as may be necessary.

B. The Authority reserves the right to seek 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 execution of a written amendment.

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 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. Small Business Participation and Disabled Veteran Business Enterprise Participation Goals and Reporting Requirements

A. This Agreement is subject to Small Business, Disabled Veteran Business Enterprise, and Disadvantaged Business Entity participation goals in compliance with State 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 Program sets 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.

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C. On October 3, 2025, the U.S. Department of Transportation (USDOT) issued an Interim Final Rule (IFR) making changes to its DBE program (49 CFR Part 26), effective immediately. Pursuant to 49 CFR 26.55(i) and 49 CFR 26.52(h), the Authority will not count DBE participation towards the above-referenced 10 percent DBE goal and will not apply the 10 percent DBE goal until the applicable Uniform Certification Program(s) have completed the 49 CFR 26.111 reevaluation process for a business. During the pendency of the 49 CFR 26.111 reevaluation period, the Authority will not enforce contractual DBE goals. Remaining portions of the USDOT DBE program and the HSR SB Program Plan remain in effect, including but not limited to the 25 percent SB goal, inclusive of the 3 percent MB goal, and the 3 percent DVBE goal. Once the 23 CFR 26.111 reevaluation process for a business is completed by an applicable UCP, the Authority will resume counting DBE participation towards the 10 percent DBE goal in this Agreement. The Authority and its consultants will comply with all applicable USDOT and appropriate USDOT modal agency modifications to the federal DBE program. Accordingly, to the extent necessary for compliance purposes, the DBE contract requirements in this Agreement are subject to revision.

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

E. 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 Microbusinesses (MB) 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.

F. 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 who 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.

G. For this Agreement, the 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).

H. 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 SB Program. (GC § 14837(d)(4); Title 2 CCR § 1896.15.)

I. SB, and DVBE Reporting Requirements.

(1). The following requirements either restate or are in addition to the SB and DVBE 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 $10,000.00, or full payment if less than $10,000.00, 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 subsection 4 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 actual amount paid to SBs, including MBs, SB-PW, and DVBEs for work performed under the Agreement. The requirements in this Exhibit D, Section 23 and 24 shall also include any amended portion of the Agreement.

(3). The Contractor shall submit the Monthly Small Business Utilization Form, Prompt Payment Report, and SB Monthly Narrative (see 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 that knowingly provides false information shall be subject to a civil penalty for each violation. (MVC § 999.5(d); and Govt. Code § 14841.)

(4). 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, based on the total dollars 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 that certifies 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 Authority Contract Manager 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.

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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 E of the Agreement and, if amended, the STD 213A and applicable Exhibits A through E of the amended Agreement.

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

(3). The Authority's IFB dated XX/XX/XXX.

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.

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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. 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 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.

6. 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 Authority Contract Manager (with the advice of technical personnel) shall consider the extent to which the Contractor may be reasonably liable.

C. The Authority Contract Manager 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 Authority Contract Manager shall include in the Agreement file a written statement of the reasons for the decision to recover or not to recover from the Contractor.

7. 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.

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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 commences on the date of attempted delivery. In such cases, the effective date shall be postponed until the next Working Day.

8. 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) and permit(s) required by law, including professional licenses and registrations, Certificates of Status, etc., for accomplishing any work required in connection with this Agreement.

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 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 Good Standing must also be submitted. If the Contractor’s headquarters are located outside of the State of California, the Authority requires a copy of a Certificate of 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 Good Standing from the California Secretary of State as proof of registration as a foreign corporation qualified to do business in California.

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C. The Contractor shall possess a valid C61/D34 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 contractor licenses shall be in good standing through the term of this Agreement.

D. The Contractor shall possess either a valid Motor Carrier Permit issued by the California Department of Motor Vehicles (DMV) or a valid license issued by the California Bureau of Household Goods and Services (BHGS) for office moves between buildings that involve transportation over public streets and highways. All Contractor licenses/permits 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) expire at any time during the term of this Agreement, the Contractor agrees to provide the Authority a copy of the renewed license(s) and/or permit(s) within thirty (30) days following the expiration date. 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 occurrence of such event.

F. 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 Authority Contract Manager and approval of the Authority's Chief 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.

G. All subcontractors shall be appropriately licensed for the Work they are conducting if licensing would be required of the Contractor for that Work.

9. Insurance

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 and, in a form satisfactory to the Authority.

B. General Provisions Applying to All Insurance Policies

(1). Coverage Term

a. Coverage needs to be in force for the entire term of this Agreement. If insurance expires during the term of this Agreement, a new certificate of Insurance must be received by the Authority at least ten (10) Authority business days prior to the expiration of the insurance. Any new insurance must comply with the original terms of this Agreement.

(2). Policy Cancellation of termination and Notice of Non-Renewal

a. The Contractor shall provide to the Authority, within five (5) Authority business days following receipt by the Contractor, a copy of any cancellation or non-renewal of insurance required under this Agreement. In the event the Contractor fails to keep the required insurance coverage in effect at all times, the Authority may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

(3). Deductible

a. The Contractor is responsible for any deductible or self-insured retention contained within their insurance program.

(4). Primary Clause

a. Any required insurance specified under this Agreement shall be primary, and not excess or contributory to any other insurance carried by the Authority.

(5). Insurance Carrier required Rating

a. All insurance companies must carry a rating acceptable to the Department of General Services (DGS), Office of Risk and Insurance Management (ORIM). Per DGS ORIM an acceptable rating is "A" or better and financial size category of "X" or better to the latest edition of the A.M. Best Key Rating Guide. If the Contractor is self-insured for a portion or all of its insurance, a review of the Contractor's financial information, including a letter of credit, may be required.

(6). Endorsements

a. Any required endorsement must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.

(7). Inadequate Insurance

a. Inadequate insurance or lack of insurance does not negate the Contractor's obligations under this Agreement.

(8). Authority's Rights of Enforcement

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

(9). 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.

(10). 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.

(11). Timely Notice of Claims

a. The Contractor shall give the Authority prompt and timely notice of claims made or suits 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.

(12). 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.

(13). Subcontractors

a. To the extent that the Contractor engages the services of Subcontractors, the Contractor agrees to require the same insurance as required of the Contractor, except as to limits. The limits for Subcontractors shall be no more than $1 million ($1,000,000.00) in coverage on insurance for which a limit is specified below.

(14). Requirements Not Limiting

a. Requirements of specific coverage features or limits contained in this Section and Section 4 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.

10. Authority Insurance Requirements

A. Commercial General Liability

(1). Throughout the term of this Agreement, the Contractor shall provide the Authority with a valid certificate of insurance stating that there is commercial general liability insurance presently in effect for the Contractor with limits of not less than $1 Million ($1,000,000.00) per occurrence and $2 Million ($2,000,000.00) general aggregate 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 claim is made or suit is brought subject to the Contractor's limit of liability.

a. The insurance policy shall include the following additional insured endorsement that shall be supplied in a form acceptable to DGS, 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.

B. Automobile Liability

(1). Throughout the term of this Agreement, the Contractor shall provide the Authority with a valid certificate of insurance stating that there is automobile liability insurance presently in effect for the Contractor with limits of not less than $1 Million ($1,000,000.00) combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles.

a. The insurance policy shall include the following additional insured endorsement that shall be supplied in a form acceptable to DGS, 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.

C. Cargo Liability

(1). Throughout the term of this Agreement, the Contractor shall provide the Authority with a valid certificate of insurance stating that there is cargo insurance presently in effect for the Contractor with limits of not less than $2 Hundred Thousand Dollars ($200,000.00) covering Authority property while it is in the care, custody, or control of the Contractor.

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D. Workers' Compensation

(1). Throughout the term of this Agreement, the Contractor shall provide the Authority with a valid certificate of insurance stating that there is workers compensation insurance presently in effect for the Contractor, if the Contractor employs any person, in any manner, that is subject the Workers Compensation Laws of California. The Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of this Agreement. Employer's liability limits of not less than $1 million ($1,000,000.00) are required. If the Contractor does not employ any person, in any manner, so as to not become subject to the Workers Compensation Laws of California, the Contractor shall complete and submit to the Authority Contract Administrator, a Workers Compensation Exemption Certification form.

(2). In the event the Contractor becomes subject to the Workers Compensation Laws of California during the term of this Agreement as a result of hiring employees to perform required services under this Agreement, the Contractor shall provide the Authority with a valid certificate of insurance stating that there is workers compensation insurance presently in effect for the Contractor. The Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of this Agreement. Employer's liability limits of not less than $1 million ($1,000,000.00) are required.

(3). The 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 Contractor employs any person, in any manner, that is subject to the Workers Compensation Laws of California.

11. Building Insurance Requirements (770 L Street, Sacramento, CA 95814)

A. Commercial General Liability

(1). $1 million ($1,000,000.00) Per Occurrence and $2 million ($2,000,000.00) General Aggregate

a. Commercial General Liability includes coverage Premises-Operations, Products/Completed Operations Hazard, Contractual Liability, Broad Form Property Damage, Independent Contractors and Personal Injury Liability.

b. Commercial General Liability includes Personal Injury Coverage (False Arrest, Detention or Imprisonment, Malicious Persecution, Libel, Slander, Defamation or Violation of Right of Privacy, Wrongful Entry or Eviction or other Invasion or Right of Private Occupancy). Any General Aggregate shall apply on a "Per Location" basis.

c. The insurance policy shall include the following additional insured endorsement:

1. Ethan Conrad, Ethan Conrad Properties, Inc., and All Partners Thereof and Thereunder.

B. Automobile Liability

(1). Automobile Liability insurance covering owned, non-owned and hired automobiles, trucks and trailers used by the Contractor. This insurance shall provide coverage not less than that of a standard comprehensive automobile liability policy with limits not less than $1 million ($1,000,000.00) combined single limit.

a. The insurance policy shall include the following additional insured endorsement:

1. Ethan Conrad, Ethan Conrad Properties, Inc., and All Partners Thereof and Thereunder.

C. Umbrella/Excess Liability

(1). $5 million ($5,000,000.00) Per Occurrence and $5 million ($5,000,000.00) General Aggregate

(2). Provide coverage in excess of the required employer's liability, commercial general liability, and commercial automobile liability insurance policies.

a. Owners and contractors' protective liability policy may be used instead of a commercial general liability and an umbrella policy naming the additional insureds as the insured so long as the minimum Excess Liability requirements are equal to or greater than the sum of the required coverages (General Liability, Auto, Umbrella) listed herein. Additional insureds must be named on a separate endorsement attached to the certificate of insurance.

b. The insurance policy shall include the following additional insured endorsement:

1. Ethan Conrad, Ethan Conrad Properties, Inc., and All Partners Thereof and Thereunder.

D. Workers Compensation and Employer's Liability

(1). Workers' Compensation Insurance as required by the laws of the State of California (statutory limits). Employer's Liability (Coverage B) limits shall be not less than $1 Million ($1,000,000.00) each accident, $1 Million ($1,000,000.00) disease – each employee, and $1 Million ($1,000,000.00) disease – policy limit.

E. Certificate Must Also Include

(1). All insurance coverage shall apply to all locations where the insured contractor is performing services for the holder of the certificate. All such insurance shall be primary and non-contributory. In the event of any cancellation or material change in coverage, written notice must be given at least sixty (60) days in advance to Manager and Owner by Contractor. All insurance companies writing policies shall be a minimum of A.M. Best's rated AX or higher.

F. Certificate Holder

(1). Ethan Conrad, Ethan Conrad Properties, Inc.,
and All Partners Thereof and Thereunder
1300 National Drive, Suite 100
Sacramento, CA 95834

a. 770 L Street, Sacramento, CA 95814 must be noted under the description of operations/locations/vehicles on the certificate of insurance.

12. Building Insurance Requirements (355 S. Grand Avenue, Los Angeles, CA 90012)

A. Commercial General Liability

(1). $1 million ($1,000,000.00) Per Occurrence, $2 million ($2,000,000.00) General Aggregate, and $2 million ($2,000,000.00) Products-Completed Operations Aggregate

a. Commercial General Liability includes coverage Premises-Operations, Products/Completed Operations Hazard, Contractual Liability, Broad Form Property Damage, Independent Contractors and Personal Injury Liability.

b. Commercial General Liability includes Personal Injury Coverage (False Arrest, Detention or Imprisonment, Malicious Persecution, Libel, Slander, Defamation or Violation of Right of Privacy, Wrongful Entry or Eviction or other Invasion or Right of Private Occupancy). Any General Aggregate shall apply on a "Per Location" basis.

c. The insurance policy shall include the following additional insured endorsement:

1. Brookfield DTLA Holdings LLC, Brookfield Properties Management (CA), Inc., Maguire Properties-355 S. Grand LLC, Landesbank Hessen-Thuringen Girozentrale, CBRE, Inc., and each of their respective affiliates, shareholders, members (including members of members), managers, partners (including partners of partners), subsidiaries and related entities, and any successors and/or assigns of such entities; any present or future mortgagee which encumbers an interest in the land or improvements located at the Property, together with their respective directors, officers, employees or agents, and any successors and assigns of such entities; and such other and further entities and/or individuals as may be identified by Owner in writing.

B. Automobile Liability

(1). Automobile Liability insurance covering owned, non-owned and hired automobiles, trucks and trailers used by the Contractor. This insurance shall provide coverage not less than that of a standard comprehensive automobile liability policy with limits not less than $1 million ($1,000,000.00) combined single limit.

a. The insurance policy shall include the following additional insured endorsement:

1. Brookfield DTLA Holdings LLC, Brookfield Properties Management (CA), Inc., Maguire Properties-355 S. Grand LLC, Landesbank Hessen-Thuringen Girozentrale, CBRE, Inc., and each of their respective affiliates, shareholders, members (including members of members), managers, partners (including partners of partners), subsidiaries and related entities, and any successors and/or assigns of such entities; any present or future mortgagee which encumbers an interest in the land or improvements located at the Property, together with their respective directors, officers, employees or agents, and any successors and assigns of such entities; and such other and further entities and/or individuals as may be identified by Owner in writing.

C. <u>Umbrella/Excess Liability</u>

(1). $2 million ($2,000,000.00) Per Occurrence and $2 million ($2,000,000.00) General Aggregate

(2). Provide coverage in excess of the required employer's liability, commercial general liability, and commercial automobile liability insurance policies.

a. Owners and contractors' protective liability policy may be used instead of a commercial general liability and an umbrella policy naming the additional insureds as the insured so long as the minimum Excess Liability requirements are equal to or greater than the sum of the required coverages (General Liability, Auto, Umbrella) listed herein. Additional insureds must be named on a separate endorsement attached to the certificate of insurance.

b. The insurance policy shall include the following additional insured endorsement:

1. Brookfield DTLA Holdings LLC, Brookfield Properties Management (CA), Inc., Maguire Properties-355 S. Grand LLC, Landesbank Hessen-Thuringen Girozentrale, CBRE, Inc., and each of their respective affiliates, shareholders, members (including members of members), managers, partners (including partners of partners), subsidiaries and related entities, and any successors and/or assigns of such entities; any present or future mortgagee which encumbers an interest in the land or improvements located at the Property, together with their respective directors, officers, employees or agents, and any successors and assigns of such entities; and such other and further entities and/or individuals as may be identified by Owner in writing.

D. Workers Compensation and Employer's Liability

(1). Worker's Compensation Insurance with the greater of $1 million ($1,000,000.00) per occurrence or statutory limits for the State of California including benefits provided under coverage B - Employer's Liability - $1 million ($1,000,000.00).

E. Bailee's Customer Property Floater

(1). The Contractor shall maintain a Bailee's Customer Property Floater policy insuring, at full replacement cost, all customer-owned modular furniture, systems, parts, and components while in the Contractor's care, custody, or control, including but not limited to transit, staging, and on-site installation.

F. Certificate Must Also Include

(1). All insurance coverage shall apply to all locations where the insured contractor is performing services for the holder of the certificate. All such insurance shall be primary and non-contributory. In the event of any cancellation or material change in coverage, written notice must be given at least sixty (60). days in advance to Manager and Owner by Contractor. All insurance companies writing policies shall be a minimum of A.M. Best's rated AX or higher.

G. Certificate Holder

(1). Maguire Properties-355 S. Grand LLC
333 S. Grand Avenue - Suite 1525
Los Angeles, CA 90071

a. 355 S. Grand Avenue, Los Angeles, CA 90012 must be noted under the description of operations/locations/vehicles on the certificate of insurance.

13. Building Insurance Requirements (160 West Santa Clara Street, San Jose, CA 95113)

A. Commercial General Liability

(1). $1 million ($1,000,000.00) Per Occurrence and $2 million ($2,000,000.00) General Aggregate

a. Commercial General Liability includes coverage Premises-Operations, Products/Completed Operations Hazard, Contractual Liability, Broad Form Property Damage, Independent Contractors and Personal Injury Liability.

b. Commercial General Liability includes Personal Injury Coverage (False Arrest, Detention or Imprisonment, Malicious Persecution, Libel, Slander, Defamation or Violation of Right of Privacy, Wrongful Entry or Eviction or other Invasion or Right of Private Occupancy). Any General Aggregate shall apply on a "Per Location" basis.

c. The insurance policy shall include the following additional insured endorsement:

1. BBP 160 WSC LLC, Barrett Block Properties LLC
CU Advisory Corporation and Century Urban LLC
160 West Santa Clara Street, Ste 350
San Jose, CA 95113

B. Automobile Liability

(1). Automobile Liability insurance covering owned, non-owned and hired automobiles, trucks and trailers used by the Contractor. This insurance shall provide coverage not less than that of a standard comprehensive automobile liability policy with limits not less than $1 million ($1,000,000.00) combined single limit.

a. The insurance policy shall include the following additional insured endorsement:

1. BBP 160 WSC LLC, Barrett Block Properties LLC
CU Advisory Corporation and Century Urban LLC
160 West Santa Clara Street, Ste 350
San Jose, CA 95113

C. Umbrella/Excess Liability

(1). $5 million ($5,000,000.00) Per Occurrence and $5 million ($5,000,000.00) General Aggregate

(2). Provide coverage in excess of the required employer's liability, commercial general liability, and commercial automobile liability insurance policies.

a. Owners and contractors’ protective liability policy may be used instead of a commercial general liability and an umbrella policy naming the additional insureds as the insured so long as the minimum Excess Liability requirements are equal to or greater than the sum of the required coverages (General Liability, Auto, Umbrella) listed herein. Additional insureds must be named on a separate endorsement attached to the certificate of insurance.

b. The insurance policy shall include the following additional insured endorsement:

1. BBP 160 WSC LLC, Barrett Block Properties LLC
CU Advisory Corporation and Century Urban LLC
160 West Santa Clara Street, Ste 350
San Jose, CA 95113

D. Workers' Compensation and Employer's Liability

(1). Workers' Compensation Insurance as required by the laws of the State of California (statutory limits). Employer's Liability (Coverage B) limits shall be not less than $1 Million ($1,000,000.00) each accident, $1 Million ($1,000,000.00) disease – each employee, and $1 Million ($1,000,000.00) disease – policy limit.

E. Property Insurance

(1). All-risk, replacement cost property insurance to protect against loss of owned or rented equipment and tools brought onto and/or used on any Property by the Service Contractor.

F. Certificate Must Also Include

(1). All insurance coverage shall apply to all locations where the insured contractor is performing services for the holder of the certificate. All such insurance shall be primary and non-contributory. In the event of any cancellation or material change in coverage, written notice must be given at least sixty (60). days in advance to the Manager and Owner by the Contractor. All insurance companies writing policies shall be a minimum of A.M. Best's rated AX or higher.

(2). Certificate(s) of Insurance relating to policies required under this Agreement shall contain the following provision:

"Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions."

G. Certificate Holder

(1). BBP 160 WSC LLC
Barrett Block Properties LLC
CU Advisory Corporation and
Century Urban LLC
160 West Santa Clara Street, Ste 350
San Jose, CA 95113

a. 160 West Santa Clara Street, San Jose, CA 95113 must be noted under the description of operations/locations/vehicles on the certificate of insurance.

14. Proof of Insurance

A. 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 Authority's Contract Manager 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.

15. Waiver of Subrogation

A. 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, except for professional liability, 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.

16. Other Provisions or Requirements

A. 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. The Contractor agrees to maintain professional liability insurance for a period of no less than five years after completion of the Work (a tail on the policy would be acceptable).

(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 Authority's Contract Manager.

The remainder of this page is intentionally left blank.

(4). 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.

(5). 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.

(6). 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.

(7). 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.

(8). 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.

(9). 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.

(10). Subcontractors

a. The Contractor shall require the subcontractors to carry insurance based on the cost of the subcontract and the potential risk to the Authority of the subcontracted work. The limits of insurance for SB/MB/SB-PW/DBE/DVBE subcontractors shall be capped at $1 million ($1,000,000.00) each occurrence and in the aggregate for each coverage for which a limit is specified above. Notwithstanding any coverage requirements for subconsultants, the Consultant shall be responsible for ensuring sufficient insurance coverage for all work performed under the Agreement, including the work of subconsultants.

17. The Contractor shall email the required certificate(s) of insurance to the following Authority contact person:

California High-Speed Rail Authority
Contracts and Procurement Branch
Attn: **Valerie Flurry**
770 L Street, Suite 620
Sacramento, CA 95814
Email: **Valerie.Flurry@hsr.ca.gov and Contracts@hsr.ca.gov**

18. Computer Software

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.

19. 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.

20. 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.

21. 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 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.

22. 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.

23. Security

A. Authority and Employee Property

(1). 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 employee’s personal property. Failure to adhere to this security policy may result in immediate termination of the Agreement.

24. 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.

25. <u>Accident Prevention</u>

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 safety regulation of State Division of Industry Safety, Department of Industrial Relations.

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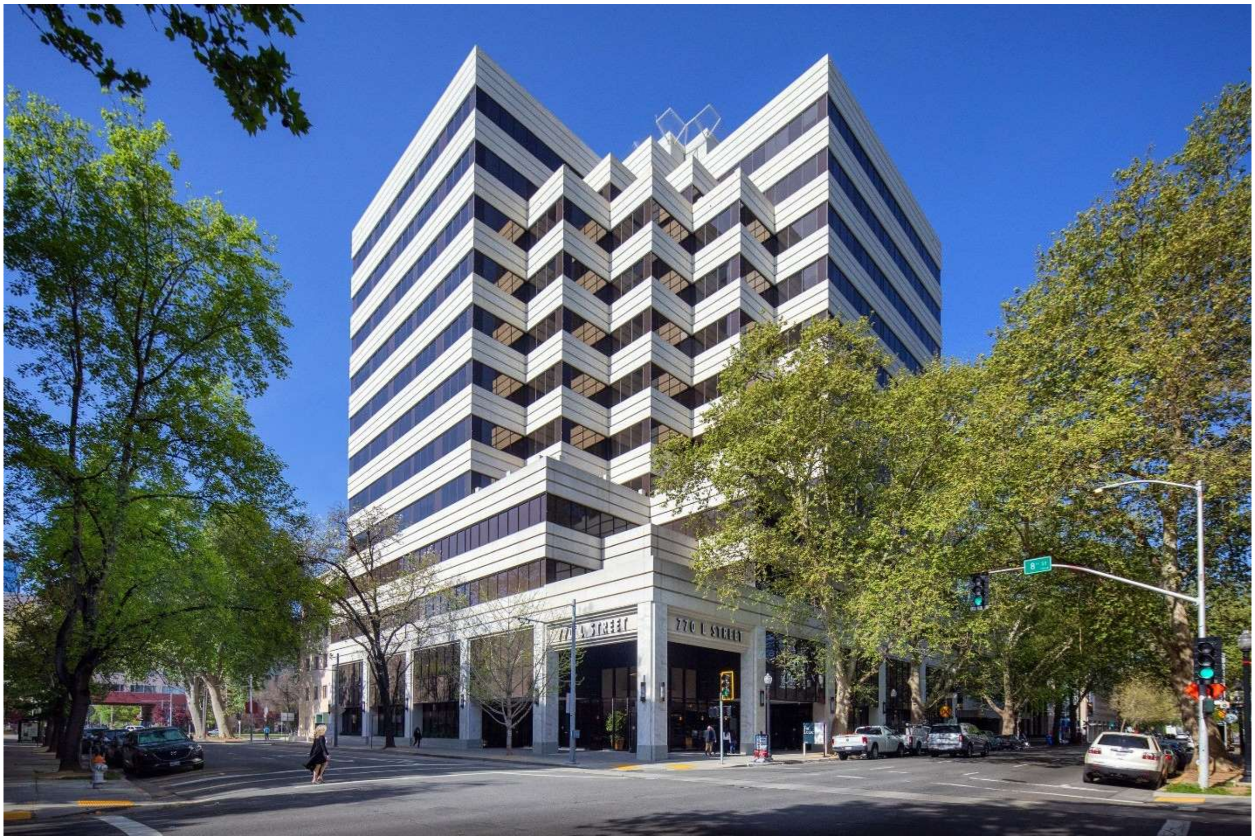
EXHIBIT F
ETHAN CONRAD PROPERTIES, 770 L STREET HANDBOOK

This handbook has been prepared to provide helpful information about 770 L STREET. If you have any questions regarding its contents, we welcome your call.



Owned and managed by Ethan Conrad Properties

Building Management Phone: 916.779.1000

Table of Contents

Section 1: Building Operations

Operations/Maintenance Department

The Property Management Department is responsible for handling tenant calls and service requests of the following nature:

- Emergency situations.
- Reports on temperature discomfort.
- Service and repair requests.
- Lock work and key requests.
- Light bulb/tube replacement.
- Requests for special cleaning or issues regarding existing cleaning.
- Questions concerning monthly statements.
- Special work requests.

Building Management Office

801 K Street, Suite 105, Sacramento, CA 95814

Property Manager, Barb bender
Assistant Property Manager Kayleen Yonn
Engineer Ernie Perez

Management Office Hours of Operation

Monday through Friday.

Open: 6:00 AM

Close: 5:00 PM

Closed: Saturdays, Sundays and Holidays.

Building Holidays as Nationally Observed

New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas. Services are not provided on these days unless arranged in advance with Building Office.

Custodians

Daytime custodial personnel are employed for the purpose of daytime cleaning. Custodial personnel are responsible for stocking restroom supplies, removing debris from the common areas and exterior of the building, and spillage clean up as needed.

Custodians can also assist tenants by request only through the Building Office.

Cleaning Services

A cleaning contractor responsible has been contracted by ABM on behalf of Ethan Conrad Properties to commercially clean your office space and all public areas. This service is generally conducted both during and after normal business hours with special requests/services being performed after normal business hours Monday through Friday.

Cleaning responsibilities include but are not limited to the emptying of trash, dusting accessible areas, vacuuming carpets, sweeping hard surface floors, and spot cleaning as necessary.

A detailed cleaning schedule can be obtained by calling the Building Office. Arrangements can be made through the Building Office for special cleaning services not included in the regular daily cleaning contract, such as carpet cleaning, ceiling cleaning, and blinds washing.

Information on **Pandemic Preparedness** can be found on page 27 of this Handbook

Deliveries

Packages, furniture, and office machinery requiring the use of dollies or carts should be delivered via the Front or Side Entrance, between the hours of 6:00 PM and 7:00 AM, Monday through Friday.. Use of the elevators during this time is on a first come, first served basis.

Any large deliveries (i.e., more than one trip on an elevator or deliveries requiring the use of elevator pads) should be made after hours Monday through Friday., 6:00 PM through 7:00 AM, or by appointment Saturday or Sunday. Contact the Building Office to reserve the Freight Elevator.

Building personnel are not permitted to accept deliveries of any kind (furniture, supplies, etc.) on your behalf.

Ethan Conrad Properties cannot be held responsible for deliveries made to the building lobby

Maintenance Personnel

Daytime maintenance personnel are available for minor repairs, light bulb changes, and other related duties.

Maintenance personnel are available *by request only* through the Building Office.

There will be a minimum charge for any non-standard work performed by a maintenance person on tenant-responsible items. For billing purposes, time is calculated in 15-minute increments and charged at the then applicable hourly rate. Tenants will be asked to sign a Work Order authorizing the work to be performed.

Due to insurance requirements, maintenance personnel have been instructed that **under no circumstances will Tenants be allowed to use Building tools or equipment.**

Service and Repair Requests

The Building Office is ready to accept your service requests. To ensure proper communication, we recommend that each tenant appoint one person in the company to reply to maintenance requests to us. This can minimize communication breakdown and prevent mishandled requests.

The Building Office can accommodate most requests; however, complex job requests may limit our ability to comply.

All service requests should be directed to the Building Office via the Angus work-order system. ***They should not be refrained through a member of the Maintenance Department***. Only requests registered in the Building Office will be acted upon.

Be as specific as possible when identifying the location of a problem (i.e.: the name/location of the person's office). This will help expedite service.

Service requests for non-building standard lights or work outside the scope of Landlord's normal responsibilities are at the Tenant's expense. Labor and material rates are available upon request from the Building Office.

Gratuities

Employees of Ethan Conrad Properties have been instructed by Management not to accept gratuities or gifts. Tenants are requested not to offer gratuities to maintenance, custodial, or office personnel of Ethan Conrad Properties. Your cooperation will help us ensure equal treatment and service

Solicitors

Out of respect for your privacy, we do not allow solicitation of any kind within the Office Building Project. We would appreciate your help in this regard by notifying the Building Office of any solicitors within your office.

Phone: + 916.779.1000

Lost and Found

The Building Office will act as a clearinghouse for all lost and/or found articles.

Please turn any article found into the Building Office, along with information pertaining to the location, date, and time the item was found.

We will do our best to ensure that lost articles are recovered by their rightful owners.

Directory Changes

Any changes to the Building Directory must be requested in writing through the Building Office for each tenant.

Tenant Contact Person

We ask each tenant to appoint one person to act as liaison with our staff. This will minimize duplicated service requests from within the same office. Ideally, this contact person will be the only person authorized to make requests. Please designate a back-up contact person to fill in during vacation or illness.

Typical requests would be:

- Temperature adjustment.
- Replacement of burned-out light bulbs.
- Requests for special cleaning or complaints regarding existing cleaning.
- Requests including changes in the physical space or changes with locks and keys.

It is important that we have the cell phone number of the tenant contact person, and the back-up contact person so that we can notify you of any after-hours emergency. These phone numbers are given to management only and are held in the strictest confidence.

We would appreciate your appointment with these individuals and due notification so we may acquaint him/her with our operations.

Solicitors

Out of respect for your privacy, we do not allow solicitation of any kind within the Office Building Project. We would appreciate your help in this regard by notifying the Building Office of any solicitors within your office.

Phone: +916.779-1450

Lost and Found

The Building Office will act as a clearinghouse for all lost and/or found articles.

Please turn any article found into the Building Office, along with information pertaining to the location, date, and time the item was found.

We will do our best to ensure that lost articles are recovered by their rightful owners.

Directory Changes

Any changes to the Building Directory must be requested in writing through the Building Office.

Insurance

Ethan Conrad Properties cannot insure tenant's personal property against loss or damage.

It is the tenant's responsibility to obtain and pay for insurance covering office furniture, business equipment, etc.

We recommend that you check your insurance coverage to ensure that you have sufficient coverage for all your personal possessions housed in the building.

Ethan Conrad Properties cannot ensure cars or personal property is left in cars in the parking areas. Please inform all personnel that they are responsible for their own belongings (i.e.: stereos, radar detectors, packages, etc.).

Vendor Insurance

Ethan Conrad Properties require that any vendors entering the building on behalf of tenants must have a current certificate of insurance on file with the Building Office *prior* to commencement of their work. Please contact the Building Office with the name and number of the vendor and the work that they are contracted to complete.

Elevator Secure Mode

From time to time, you may require the services of an outside contractor for work not performed under the Lease. If it is necessary that the contractor works in your space after Building Office business hours, or on Saturday or Sunday, you must have approval from the Building Office.

Rental Payments

Checks should be made payable to Ethan Conrad Properties and mailed to:

Ethan Conrad Properties
1300 National Drive, Suite 100
Sacramento, CA

Statements showing recurring monthly charges, as well as any non-recurring charges for keys, materials, repairs, remodeling, or other services will be emailed to you on or before the first of each month. The statements are sent as a courtesy and rent payments are due by the first of each month or as specified in your lease.

Tenants should contact the Building Office immediately upon receipt of the monthly statement if there are any questions regarding the amount(s) due for the current period.

Building Rules and Regulations

The following are the Landlord's Rules and Regulations which are referred to in the Lease, and the Tenant agrees that its employees and agents, or any others permitted by Tenant to occupy or enter Premises, will always abide by them.

The following are the Landlord's Rules and Regulations which are referred to in the Lease, and the Tenant agrees that its employees and agents, or any others permitted by Tenant to occupy or enter Premises, will always abide by them.

VIOLATION OF THESE RULES CAN RESULT IN A DEFAULT OF THE LEASE.

Landlord shall not be liable for the non-observance of said rules and regulations by any other tenant.

The following rules and regulations shall apply to the Premises, the Office Building Project, and the appurtenances thereto:

1. Tenants shall not suffer or permit the obstruction of any Common Areas, including driveways, walkways, and stairways.
2. Landlord reserves the right to refuse access to any persons that Landlord in good faith judges to be a threat to the safety, reputation, or property of the Office Building Project and its occupants.
3. Tenants shall not make or permit any noise or odors that annoy or interfere with other Tenants or persons having business within the Office Building Project.
4. Tenants shall not keep animals or birds within the Office Building Project, and shall not bring bicycles, motorcycles, or other vehicles into areas not designated as authorized for same,
5. except for assistance dogs for the disabled or wheelchairs or electric or motorized vehicles for individual transport of disabled persons.
6. Tenants shall not make, suffer, or permit litter except in appropriate receptacles for that purpose.
7. Tenant shall not alter any lock or install new or additional locks or bolts on the doors or windows of the Premises.
8. Tenants shall be responsible for the inappropriate use of any toilet rooms, plumbing, or other utilities. No foreign substances of any kind are to be inserted therein.
9. Tenants shall not deface the walls, partitions, or other surfaces of the Premises or Office Building Project.
10. Tenant shall not suffer or permit anything in or around the Premises or Building that causes excessive vibration or floor loading in any part of the Office Building Project.
11. Furniture, significant freight, and equipment shall be moved into or out of the building only with the Landlord's knowledge and consent, and subject to such reasonable limitations, techniques, and timing, as may be designated by Landlord. Tenant shall be responsible for any damage to the Office Building Project arising from any such activity.

12. Tenant shall not employ any service or contractor for services or work to be performed in the building, except as approved by Landlord.

13. **Landlord reserves the right to close and lock the Building on Saturdays, Sundays, and legal holidays, and on other days between the hours of 5:00 P.M. and 6:00 A.M. of the following day. If Tenant uses the Premises during such periods, Tenant shall be responsible for securely locking any doors it may have opened for entry.**

14. Tenant shall return all keys at the termination of its tenancy and shall be responsible for the Cost of replacing any keys that are lost.

15. No window coverings, shades, or awnings shall be installed or used by Tenant other than the Building standard windows shades.

16. No Tenant, employee or invitee shall be allowed upon the roof of the building, except as permitted by .the Lease.

17. The building is designated as a non-smoking facility. Tenant shall not suffer or permit smoking or carrying of e-cigarettes, vaping pens, lighted cigars or cigarettes in areas reasonably designated by Landlord or by applicable governmental agencies as non-smoking areas.

18. Tenant shall not use any method of heating or air conditioning other than as provided by Landlord.

19. The Premises shall not be used for lodging or manufacturing, cooking, or food preparation (microwave ovens for Tenant's personal use excepted).

20. Tenant shall comply with all safety, fire protection, and evacuation regulations established by Landlord or any applicable governmental agency.

21. Landlord reserves the right to waive any one of these rules and regulations, and/or as to any Tenant, and any such waiver shall not constitute a waiver of any other rule or regulation or any subsequent application thereof to such Tenant.

22. Tenant assumes all risks from theft or vandalism within the Premises and agrees to keep its Premises locked as may be required.

23. Landlord reserves the right to make such other reasonable rules and regulations as it may from time to time deem necessary for the appropriate operation and safety of the Office Building Project and its occupants. Tenants agree to abide by these and such rules and regulations.

Additional Rules and Regulations:

1. No Tenant, or any person or firm associated with the Tenant, shall at any time bring or keep upon the Premises any flammable, combustible, or explosive fluid, chemical, or substance other than typical office cleaning supplies.

2. Tenant shall immediately notify Landlord and the Building Office of any serious breakage, sickness, fire, or disorder which comes to Tenant's attention, either in a tenant area or in any common area of the building.

3. IMMEDIATELY, upon hearing the fire signal, each person will:

   a. Pick up wearing apparel and personal belongings; do not carry umbrellas or other large objects with you.

   b. Walk – DO NOT RUN – to the nearest stairway, enter, and proceed to exit the building. Do not use the elevators. Do not linger. Keep moving.

   c. You will be advised when it is safe to re-enter the building. Anyone discovering a fire will follow the directions posted on each fire alarm box and then station himself or herself outside the building to direct the responding fire equipment to the location of the fire.

4. Tenant shall not permit the use of any device or instrument within its Premises that would be disturbing to normal sensibilities of other tenants. This includes sound reproduction systems, television sets, phonographs, radios, or excessively bright, changing, flashing, flickering, or moving lights, which are audible or visible beyond the confines of Tenant's Premises. No Tenant shall make any unseemly or disturbing noises or disturb or interfere with occupants of the Office Building Project or neighboring buildings or Premises or those having business with them, whether using any musical instrument, radio, talking machines, whistling, singing or in any other way. No Tenant shall throw anything out of the doors or window or down the corridors or stairs of the building.

5. Landlord will not repair or maintain suite finishes which are non-standard, such as kitchens, bathrooms, wallpaper, special lights, etc. However, should the need arise for repairs of items not maintained by Landlord, Landlord will, upon request, arrange for the work to be done at Tenant's expense.

6. Landlord is responsible for care and maintenance of all fire extinguishers; the number and size being determined by the code of the city of Sacramento. Such extinguishers shall be checked and recharged annually at Landlord's expense and shall include such costs in the Annual Operating Expenses as applicable.

7. Unless you have verified and written reasonable accommodation, the use of space heaters is strictly prohibited in the Office Building Project for fire and life safety reasons. The Landlord will remove any space heaters found in the building.

Parking Rules and Regulations

1. Parking areas shall be used only for parking by vehicles no longer than full size, passenger automobiles, light trucks, or SUVs, herein called "**Permitted Size Vehicles**".

2. Tenant shall not permit or allow any vehicles that belong to or are controlled by Tenant or Tenant's employees, suppliers, shippers, customers, or invitees to be loaded, unloaded, or parked in areas other than those designated for such activities.

3. Landlord reserves the right to reasonably allocate parking spaces between compact and standard size spaces, if the same complies with applicable laws, ordinances, and regulations and to allocate and assign parking spaces among Tenant and the other tenants of the building or to restrict the use of certain parking spaces for certain tenants.

4. Users of the parking area will obey all posted signs and park only in the areas designated for vehicle parking.

5. Unless otherwise instructed, every person using the parking area shall utilize the third-party valet service for parking of all vehicles. Landlord will not be responsible for any damage to vehicles, injury to persons, or loss of property, all of which risks are assumed by the party using the parking area.

6. The maintenance, washing, waxing, or cleaning of vehicles in the parking area is prohibited.

7. Tenant shall be responsible for seeing that all of its employees, agents, and invitees comply with the applicable parking rules, regulations, laws, and agreements.

8. Landlord reserves the right to amend or modify these rules and/or adopt such other reasonable and nondiscriminatory rules and regulations as it may deem necessary for the proper operation of the parking area. Any modification, amendment, or supplement to the Rules and Regulations shall be binding upon ten (10) days after Landlord's delivery of notice of such change to Tenant.

9. Such parking use as is herein provided is intended merely as a license only and no bailment is intended or shall be created hereby.

Additional Parking Rules:

1. Overnight parking is not allowed. No disabled vehicle, automobile, truck, trailer, or bicycle shall be left on the Office Building Project for more than 24 hours without Landlord's consent. If this rule is not complied with, the Landlord shall have the right to tow away said vehicle at the expense of the Tenant without notice.

2. Tenant agrees to supply upon request a list of all employees and their respective automobile type and license plate numbers for Landlord's file. Tenant also agrees to update this list no more than twice per year upon Landlord's request.

Security

Good office security requires everyone's cooperation. For your protection, please help by observing the following:

- Never leave your reception area unattended.

- Corridor doors should be always closed. Be certain that all doors are locked when you close your office or leave the reception area unattended. Be particularly vigilant before or after normal working hours and during lunch and break periods.

- Advise employees never to leave purses or other valuable items on or under desks. Cash, stamps, blank checks, and portable dictating equipment should be secured in locked cabinets or desks.

- It is suggested that all items of value should be engraved where the engraving can be easily observed without dismantling the object. This greatly increases the risks burglars and thieves must take to steal your property.

- If an employee leaves your firm under adverse conditions without turning in his/her keys, notify the Building Office at once to request rekeying the locks. (This service would be a charge to your company.)

- Be suspicious of people who might enter your office area to ask for directions or to fill out job applications.

• Out of respect for your privacy and building security, MNCVAD II-OFC 770 L Street CA LLC and Cushman & Wakefield prohibit solicitation in its buildings. Please notify the Building Office whenever there are any solicitors in your building.

• Demand to see proper identification of anyone who represents himself as a public utility employee, cleaner, etc., before giving the person access to any areas of the building under your control.

• Report any malfunctioning lock or door closer immediately to the Building Office.

After Hours Security

The management personnel have been instructed that under no circumstances shall they ever unlock a tenant's door, or grant access to any tenant or employee, tenant contractor, or tenant vendor. Please arrange for an authorized employee to provide access for such people.

Section 2: Emergency Procedures

Emergency Calls

The primary concern in the event of an emergency is to minimize the potential danger to all occupants of 770 L STREET.

In all emergency situations, the Sacramento Metro Fire Protection District or the Sacramento City Police Department may be responsible for providing supplementary directions and guidance in the implementation of these procedures. The primary method to contact the Sacramento Metro Fire Department or the Sacramento City Police Department is to dial 911.

In addition, enclosed is a copy of the Bomb Threat Phone Call Form on 16, which we recommend be placed within reach of all telephone receptionists and operators.

Systems

Incorporated into 770 L STREET are various systems specifically designed to detect smoke, report fires, and if necessary, provide a means for safe exit of occupants.

1. Fire Alarm Control Panel (FACP)

    a. In the event of an emergency fire situation, the **Fire Alarm Control Panel (FACP)**, located in the Fire Alarm Control Room on the ground floor of the building.

    b. The **FACP** identifies all fire alarm devices.

2. Smoke Detection System

    a. Upon detection of smoke, the *smoke detectors located in air handling units* will:

        i. Automatically shut down the air handling units to prevent the spread of smoke.

        ii. Provide initial warning of smoke at the **FACP**.

        iii. Activate audible and visual devices on each floor.

    b. Smoke detectors in all elevator corridors will:

        i. Provide initial warning of smoke at the **FACP**.

        ii. Activate audible and visual devices in the building.

iii. Activate automatic recall of elevators. **Elevator fire service emergency operation.** The elevators will be recalled to the primary or secondary landing zones in the event of a fire. Do not attempt to use the elevators. They will be out of service to prevent them from being called to the fire floor. Firefighters will be able to take control of the elevators for firefighting operations.

3. Manual Fire Alarm Pull Boxes

   a. Each floor has two **Manual Fire Alarm Pull Boxes adjacent to stairwells and each elevator lobby.**

   b. These boxes will cause an audible/visible alarm to be activated in the building.

In addition, an alarm indicating the floor affected will be displayed at the **FACP**.

4. Fire Extinguishers

   a. All **Fire Extinguishers** in the common areas of 770 L STREET are Class A. They are in the Fire Extinguisher Cabinets. Operational instructions are on the extinguishers.

   b. For additional **Fire Extinguisher** information, see Appendix #5.

5. Sprinkler System

   a. Sprinkler systems are installed on all floors of 770 L STREET.

6. Fire Exits

   a. Each floor is serviced by two exit stairways, located on the North and South sides of the building.

   b. The emergency exit from the North Stairwell (Stairwell #1) exits to the Main Lobby on the first (1st) floor. The emergency exit from the South Stairwell (Stairwell #2) exits to the south side of the building into the alley.

   c. During fire life safety emergencies, all stairwell doors auto unlock.

Fire Emergency Procedures

If smoke or fire is **seen**, the following actions/procedures should be followed:

1. ***Pull the handle at the Manual Fire Alarm Pull Box and exit the building.*** This alarm will:

   a. Activate audible and visual devices in the building.

   b. Call 911 after you have exited the area and are in a safe location. If possible, call *the Building Office on* +1 779-1000 to provide details of the emergency.

2. When a fire is discovered:

   a. Close the door to the fire area. It is extremely important to close doors to keep smoke and flames from spreading.

   b. Pull the closest Fire Alarm. Pull stations are located near the stairwells of each floor and will automatically notify the Fire Department.

c. Call 911. (Do Not Call from the Fire Floor) and provide the following information:

i. Your Name

ii. Your Company's Name

iii. Your Suite Number and Floor Number

iv. What is on Fire – Exact Location of the Fire

v. Your Telephone Number

vi. **DO NOT HANG UP UNTIL TO DO SO**

3. This operator should relay this information to the Fire and Police Departments.

When an audible/visual alarm is activated

4. When an audible/visual alarm is activated:

a. The **Building Manager** and **Engineer** will proceed immediately with the **Fire Alarm Control Panel (FACP).**

b. With the assistance of the **Tenant Deputy Safety Coordinator** and **Tenant Searchers**, all occupants of each floor should proceed to their floor's elevator lobby and await instructions from the **Tenant Safety Coordinator.**

Life Safety Personnel

1. Sacramento Metro Fire Protection District

a. Upon arrival, the **Fire Department Incident Commander** will be in command of all emergency fire operations.

2. Safety Director

a. The **Safety Director** coordinates the Life Safety Program, and in emergency situations, acts as the liaison between 770 L STREET and local public safety agencies, i.e., local fire department, local police department.

3. Tenant Safety Coordinator:

a. Each floor of 770 L STREET will be under the direction of a designated **Tenant Safety Coordinator**, who will assume responsibility for:

i. Checking availability of designated personnel on the **"Floor Emergency Organization Chart"** (Appendix 1) on a regular basis and providing an alternate when a position on the chart is not covered.

ii. Keeping the "Personnel Requiring Assistance during Evacuation" Form (Appendix 4) updated.

b. Activating the **Manual Fire Alarm Pull Box,** if required.

c. When directed, overseeing the orderly exit of occupants via their stairway.

4. Tenant Deputy Safety Coordinator

a. Two **Tenant Deputy Safety Coordinators** will be assigned on each floor, one for the East end and the other for the West End.

b. Deputies will be responsible for:

i. Assisting the **Tenant Safety Coordinators** in any or all of their assignments.

ii. Ensuring office spaces are promptly cleared when an order to evacuate is given.

5. Tenant Searchers

a. One male and one female tenant searcher will be assigned to each floor to inspect restrooms and lounge areas to ensure that personnel are informed of an emergency situation.

6. Search Teams

a. The number of **Search Teams** will be determined by staffing boundaries on each floor.

b. **Search Teams** will be assigned to areas that they occupy or with which they are familiar.

Evacuation Procedures

Some situations may require the evacuation of all or part of the building.

1. Depending on the circumstances, an evacuation order may be delivered through the building fire alarm system.

2. People may be instructed to evacuate 770 L STREET or evacuate to another floor in the building.

3. Depending on the circumstances, only fire stairways, or a combination of fire stairways, and elevators will be utilized in an evacuation. NOTE: The elevators will not be available if they have been automatically recalled due to detection of smoke.

4. Each tenant should have a prearranged assembly point away from the building where employees should gather and await further instructions.

5. Occupants will not be permitted to return to the building until it has been declared safe by the **Sacramento Metro Fire Protection District or Police Department or the Safety Directors.**

6. It must be noted that fire department personnel will be assigned to search for missing people or people. It is critical the accounting method is accurate so the fire department personnel is not looking for someone that has left the building but did not report to their assigned meeting area. This would pull firefighting efforts or other rescue operations to look for someone that is not in need of help.

Fire Prevention

For your protection, please help by observing the following:

- Building Management must approve all contractors working in a Tenant's leased premises. Notification and a copy of a contractor's Certificate of Insurance are required prior to the commencement of work.

- Make sure all coffee makers are turned off at the end of the day.

• Do not block any stairwells with boxes, trash, etc.

• Call the Building Office if you have any concerns about the emergency systems, blocked exits, fire extinguishers, exit lights, etc.

• Space heaters are prohibited due to the strong possibility of causing fire.

• Smoking is prohibited except in the designated areas only.

• Do not store items in electrical closets or phone rooms. This is a Building Fire Code Regulations violation. These rooms can get very hot and cause spontaneous combustion.

• The elevator lobby should be kept clear of boxes, trash, and particularly combustibles.

• Keep all items at least 18 inches from the ceiling. This is a Fire Code requirement. All storage should be maintained at least 18 inches below the ceiling. This will allow the sprinkler system to work properly.

• Extension cords are prohibited. Power strips with a 15-amp breaker or fuse must be used and should be replaced every 3 - 4 years.

Bomb Threats

Most bomb threats come to light as a result of a telephone call. In most instances, the telephone operator will be the one to receive the threat and should be prepared to get basic information and take certain steps after the call is received. (See link for “Bomb Threat Report Form”).

1. If a bomb threat is received by telephone, the person receiving the call should:

   a. Stay calm. *Do Not* upset the caller. *Do Not* hang up on the caller. The bomb threat caller is the best source of information, and a calm response may result in obtaining critical information.

   b. Keep the caller on the line as long as possible.

      i. Ask them to repeat the message.

      ii. Record every word spoken by the person.

   c. If the caller does not indicate the location of the bomb or the time of possible detonation, ask the caller for this information.

   d. Inform the caller that the building is occupied and the detonation of a bomb could result in death or serious injury to many innocent people.

   e. Pay particular attention to background noises such as motors running, music, or any other noise which may give a clue as to the location of the caller.

   f. Listen closely to the voice (male, female), voice quality (calm, excited), accent, and speech (impediments).

2. After the bomb threat is complete or if a bomb threat is received by any other means:

   a. Immediately notify the Sacramento Police Department at 911 and the Building Office at +1 916-779-1000.

   b. Remain available, as law enforcement personnel may want to interview the person receiving the call.

c. Move away from windows, glass partitions, and from beneath light fixtures. An earthquake can shake these items loose and cause serious injury.

d. Do not stand next to bookcases, large open files, or anything that might topple over in an earthquake.

e. If possible, position yourself underneath a heavy desk or table and remain there until the earthquake has stopped.

f. When the earthquake has stopped, occupants of the building should follow the same procedures as in the case of a fire or tornado.

g. If the building is evacuated following an earthquake, stay away from objects that may topple (brick walls, power lines, etc.), designate a safe refuge area away from the building, if possible.

Other Items to Remember

1. No Smoking! No open flames! Gas leaks are not uncommon after an earthquake.
2. Even after an earthquake has stopped, it is likely that aftershocks will occur. Be prepared.

Weather Alerts/Tornadoes

If severe weather produces dangerous conditions, such as a tornado warning, notification will be issued to all tenants via the Public Address System. The Sacramento County Emergency Management Division activates the Public Warning Sirens under the following circumstances: 1) A Tornado Warning is issued by the National Weather Service, or 2) when a funnel cloud is sighted, or 3) when the County is under a Tornado Watch and a severe thunderstorm warning is issued by the National Weather Service, or 4) when directed to activate the sirens by the Emergency Management Division. The Public Warning Siren is to encourage people outdoors to seek indoor shelter immediately and turn on their radios and televisions for more detailed information about the tornado.

There are two types of Severe Weather Warnings:

- Tornado Watch: Conditions are favorable for a tornado. Precautionary Alert. Listen to radio or television.
- Tornado Warning: Tornado has been spotted in the area. Seek Shelter.

If a Tornado is sighted in the area and the Sacramento County Emergency Management Division activates the sirens, Building Management will direct occupants through the fire alarm system to take safety measures. Safety measures that may be considered taken in the event of a Tornado Warning are as follows:

1. Close blinds in all exterior offices.
2. Close all doors of offices that lead to the outside or have exterior windows or glass.
3. Move quickly and calmly - Do not stop looking out windows.
4. When the severe weather condition is no longer a threat, Building Management will give an “All Clear” message over the Emergency Communication System.
5. After the “All Clear” is given, inspect your office area for any damage. If no damage is found, you may return to your work area. Report any emergencies such as fires, leaks, structural damage, or safety hazards to the Building Office at +1 916.779.1000.

Civil Disorder

1. During periods of civil disorder, the Building Manager or his/her designated Representative will be in charge.
2. If there is a potential for violence, the Building Manager or his/her designate shall notify the Sacramento Police Department by dialing 911.
3. Should it become advisable to lock the tenant areas, elevators, and stairways, occupants will be advised by a telephone call and/or a visit from Building Management.
4. Any announcement shall be presented in a calm and professional manner to avoid panic and confusion.
5. All tenants will be asked to remain in their suites until the danger has passed.
6. The Building Manager will coordinate with the Sacramento Police Department to determine when normal building operations may be resumed.

Hazardous Materials

1. An incident occurred INSIDE the building.
    a. Immediately notify the Building Office at +1 916.779.1000 and give the following information.
        i. Floor and area.
        ii. Information concerning the type of substance that has spilled or is leaking, the quantity involved, and any cautions.
    b. The Building Manager will notify the Sacramento Metro Fire Protection District by dialing 911 and relaying the information given.
    c. If evacuation is ordered, the Building Manager or his/her designate will activate the nearest fire alarm pull station.
2. An incident occurred OUTSIDE the building.
    a. The situation will be assessed by the Fire Department to determine any danger to building occupants.
    b. Building Management will turn off all fans bringing outside air into the building.
    c. Various chemicals have different characteristics. The same procedure will not always be used. The Fire Department will determine the proper course of action.
    d. If a vapor cloud is created and is heavier than air, it will be safer to stay in the building where there are no open windows and doors will be kept closed.
    e. If the vapor cloud is lighter than air and becomes a threat to the building, instructions from the Fire Department will be forthcoming.

Elevators

Elevators are one of the safest modes of transportation that there is however, from time to time, they will malfunction due to their sophisticated automatic controls. The following information provides some basic procedures to follow in the event of a malfunction.

- Remain Calm.
- Use the phone in the elevator to call for help.
- Make noise if there is not a phone available.
- ***Do not*** attempt to crawl out of the elevator cab when the doors are open between floors. Remaining in the cab or serious injury may result.
- ***Do not*** try to force an elevator door open.
- The elevator service provider or the Sacramento Metro Fire Protection District will secure the elevator and safely remove the trapped individual(s).

Elevator fire service emergency operation. The elevators will be recalled to the primary or secondary landing zones in the event of a fire. Do not attempt to use the elevators. They will be out of service to prevent them from being called to the fire floor. Firefighters will be able to take control of the elevators for firefighting operations.

Fire Type Information (Appendix 3)

Fires occur because of the coming together of three essential elements. They are:

- Heat
- Oxygen
- Combustible materials

Depriving the fire of any of these essential elements will extinguish it. Fires are separated into four basic classes in accordance with the combustible elements involved. These classes of fires should be common knowledge but are outlined below.

Class	Common Combustible Material	Type Extinguisher	Effects of Extinguisher
A	Wood, Paper, Cloth, etc.	Water Dry Chemical	Eliminates heat Deprives fire of oxygen
B	Petroleum Products/ Flammable Liquids	Dry Chemical Smothering Material	Deprives fire of oxygen
C	Electrical Fires[1]	CO² (Carbon Dioxide)	Eliminates heat/reduces oxygen

[1] Note: the use of water increases shock hazard

Class	Common Combustible Material	Type Extinguisher	Effects of Extinguisher
D	Combustible Metals[2]	Dry Chemicals	Deprives fire of oxygen

Fire Extinguisher Use

P.A.S.S.

- Pull the pin
- Aim low, pointing the nozzle at the base of the fire
- Squeeze the handle
- Sweep from side to side at the base of the fire

[2] Note: The use of water may cause hazardous fumes

The remainder of this page is intentionally left blank

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 – Organizational Conflicts of Interest Disclosure Statement
- ☐ Attachment 10 – Bidder’s Certification of Insurance Requirements
- ☐ Copy of valid Motor Carrier Permit issued by the California Department of Motor Vehicles (DMV) or a Copy of valid license issued by the California Bureau of Household Goods and Services (BHGS)
- ☐ Copy of valid State of California C61/D34 contractor license issued by the California Department of Consumer Affairs, Contractors State License Board.
- ☐ Proof of Contractor registration with the DIR for the bidder and all subcontractors the bidder intends to utilize to perform work under the contract. (Only required if your total bid exceeds $25,000.00).

* **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 owns 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 contractors 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 the State of California to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professionals Code.

Bidder proposes and agrees to furnish all labor, materials, tools, equipment, and supervision; pay all taxes, insurance, bonds, license and permit fees, travel costs, fingerprint-based state and federal criminal record check fees/costs (if applicable), 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(s) below.

Note: Number of hours, days, and pallet quantities in this cost sheet are estimated. The Authority does not guarantee a minimum or maximum quantity of hours or days the awarded contractor shall provide moving and storage services during the term of the agreement. The Authority also does not guarantee a minimum or maximum number of pallets of Authority property the awarded contractor shall securely store during the term of the agreement.

Your bid may be deemed non-responsive by the Authority if you fail to enter a cost greater than zero for each item in the table 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 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. PRE-MOVE WALK THROUGH Straight Time Hourly Rate (Monday – Friday 8:00 a.m. – 5:00 p.m.)

Item #	Description	Hourly Rate	x	Estimated # of Hours	=	Estimated Total Cost
A1.	Pre-move walk-through to review procedures and document any existing damage to the facility, furniture, or equipment to be moved.	$	x	15	=	$

B. MOVING SERVICES Straight Time Hourly Rate (Monday – Friday 8:00 a.m. – 5:00 p.m.)

Item #	Description	Hourly Rate	x	Estimated # of Hours	=	Estimated Total Cost
B1.	Cost per hour for a minimum two (2) person crew (one [1] driver/mover/lead and one [1] helper) to provide moving services	$	x	275	=	$
B2.	Cost per hour for each additional helper needed to assist a two (2) person crew with providing moving services	$	x	275	=	$
B3.	**TOTAL COST FOR MOVING SERVICES (Straight Time)** **(SUM OF B1 + B2)**					$ (Figures)

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:** ______________

C. MOVING SERVICES After/Before Hours Hourly Rate (Monday – Friday 6:00 p.m. – 7:00 a.m.)

Item #	Description	Hourly Rate	x	Estimated # of Hours	=	Estimated Total Cost
C1.	Cost per hour for a minimum two (2) person crew (one [1] driver/mover/lead and one [1] helper) to provide moving services	$	x	300	=	$
C2.	Cost per hour for each additional helper needed to assist a two (2) person crew with providing moving services	$	x	300	=	$
C3.	**TOTAL COST FOR MOVING SERVICES (After/Before Hours) (SUM OF C1 + C2)**					$ (Figures)

D. MOVING SERVICES (Saturday and Sunday Hourly Rate 8:00 a.m. – 5:00 p.m.)

Item #	Description	Hourly Rate	x	Estimated # of Hours	=	Estimated Total Cost
D1.	Cost per hour for a minimum two (2) person crew (one [1] driver/mover/lead and one [1] helper) to provide moving services	$	x	75	=	$
D2.	Cost per hour for each additional helper needed to assist a two (2) person crew with providing moving services	$	x	75	=	$
D3.	**TOTAL COST FOR MOVING SERVICES (Weekend) (SUM OF D1 + D2)**					$ (Figures)

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:** __________

E. MOVING SERVICES WEEKDAY Overtime Rate (Monday – Friday)

Item #	Description	Hourly Rate (Straight Time x 1.5)	x	Estimated # of Hours	=	Estimated Total Cost
E1.	Cost per hour for a minimum two (2) person crew (one [1] driver/mover/lead and one [1] helper) to provide moving services	$	x	50	=	$
E2.	Cost per hour for each additional helper needed to assist a two (2) person crew with providing moving services	$	x	50	=	$
E3.	**TOTAL COST FOR MOVING SERVICES (Overtime) (SUM OF E1 + E2)**					$ (Figures)

F. MOVING SERVICES WEEKEND Overtime Rate (Saturday -Sunday)

Item #	Description	Hourly Rate (Straight Time x 1.5)	x	Estimated # of Hours	=	Estimated Total Cost
F1.	Cost per hour for a minimum two (2) person crew (one [1] driver/mover/lead and one [1] helper) to provide moving services	$	x	50	=	$
F2.	Cost per hour for each additional helper needed to assist a two (2) person crew with providing moving services	$	x	50	=	$
F3.	**TOTAL COST FOR MOVING SERVICES (Overtime) (SUM OF F1 + F2)**					$ (Figures)

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:** __________

G. FREESTANDING MSF SERVICES Straight Time Hourly Rate (Monday – Friday 8:00 a.m. – 5:00 p.m.)

Item #	Description	Hourly Rate	x	Estimated # of Hours	=	Estimated Total Cost
G1.	**LEADER INSTALLER** Install, Reconfigure, Repair, Adjust, Disassemble, and Transport Modular Systems Furniture Components.	$	x	30	=	$
G2.	**INSTALLER** Install, Reconfigure, Repair, Adjust, Disassemble, and Transport Modular Systems Furniture Components.	$	x	30	=	$
G3.	**TOTAL COST FOR MOVING SERVICES (Straight Time)** **(SUM OF G1 + G2)**					$ (Figures)

H. FREESTANDING MSF SERVICES After/Before hours Hourly Rate (Monday – Friday 6:00 p.m. – 7:00 a.m.)

Item #	Description	Hourly Rate	x	Estimated # of Hours	=	Estimated Total Cost
H1.	**LEAD INSTALLER** Install, Reconfigure, Repair, Adjust, Disassemble, and Transport Modular Systems Furniture Components.	$	x	90	=	$
H2.	**INSTALLER** Install, Reconfigure, Repair, Adjust, Disassemble, and Transport Modular Systems Furniture Components.	$	x	90	=	$
H3.	**TOTAL COST FOR MOVING SERVICES (After/Before Hours) (SUM OF H1 + H2)**					$ (Figures)

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:** ____________

I. FREESTANDING MSF SERVICES
(Saturday and Sunday Hourly Rate 8:00a.m. – 5:00 p.m.)

Item #	Description	Hourly Rate	x	Estimated # of Hours	=	Estimated Total Cost
I1.	**LEAD INSTALLER** Install, Reconfigure, Repair, Adjust, Disassemble, and Transport Modular Systems Furniture Components.	$	x	60	=	$
I2.	**INSTALLER** Install, Reconfigure, Repair, Adjust, Disassemble, and Transport Modular Systems Furniture Components.	$	x	60	=	$
I3.	**TOTAL COST FOR MOVING SERVICES (Weekend) (SUM OF I1 + I2)**					$ (Figures)

J. FREESTANDING MSF SERVICES Weekday Overtime Rate
(Monday – Friday)

Item #	Description	Hourly Rate (Straight Time x 1.5)	x	Estimated # of Hours	=	Estimated Total Cost
J1.	**LEAD INSTALLER** Install, Reconfigure, Repair, Adjust, Disassemble, and Transport Modular Systems Furniture Components.	$	x	30	=	$
J2.	**INSTALLER** Install, Reconfigure, Repair, Adjust, Disassemble, and Transport Modular Systems Furniture Components.	$	x	30	=	$
J3.	**TOTAL COST FOR MOVING SERVICES (Overtime) (SUM OF J1 + J2)**					$ (Figures)

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:** ______________

K. **FREESTANDING MSF SERVICES Weekend Overtime Rate (Saturday -Sunday)**

Item #	Description	Hourly Rate (Straight Time x 1.5)	x	Estimated # of Hours	=	Estimated Total Cost
K1.	Cost per hour for a minimum two (2) person crew (one [1] driver/mover/lead and one [1] helper) to provide moving services	$	x	30	=	$
K2.	Cost per hour for each additional helper needed to assist a two (2) person crew with providing moving services	$	x	30	=	$
K3.	**TOTAL COST FOR MOVING SERVICES (Overtime) (SUM OF K1 + K2)**					$ (Figures)

L. **STORAGE SERVICES**

Item #	Description	Daily Rate	x	Estimated # of Days	=	Estimated Total Cost
L1.	Cost per day for approximately 800 square feet of secured storage space of Authority property	$	x	90	=	$

M. **MOVING SUPPLIES**

Item #	Description	Cost (each)	x	Estimated Quantity	=	Estimated Total Cost
M1.	Moving Boxes (12x12x18) w/folding lid (Not separate)	$	x	1,000	=	$
M2.	Moving Labels 2” x 3” (Red)	$	x	500	=	$
M3.	Moving Labels 2” x 3” (Yellow)	$	x	500	=	$
M4.	Moving Labels 2” x 3” (Green)	$	x	500	=	$
M5.	Moving Labels 2” x 3” (Blue)	$	x	500	=	$
M6.	**TOTAL COST FOR MOVING SUPPLIES (SUM OF M1 + M2 + M3 + M4 + M5)**					$ (Figures)

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:** ____________

N. TRAVEL FUNDS

Item #	Description	Funds
N1.	Travel Funds	$10,000.00

O. GRAND TOTAL COST FOR ALL SERVICES

O1.	**GRAND TOTAL COST** to perform As-Needed Office Moving and Storage Services and Modular Systems Furniture reconfiguration (Sum of **A1** + **B3** + **C3** + **D3** + **E3** + **F3** + **G3** + **H3** + **I3** + **J3** + **K3** + **L1** + **M6** + **N1 =**)	$ **(Basis of Award)**

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.

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

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.

STATE OF CALIFORNIA – DEPARTMENT OF FINANCE

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)

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(I) 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:

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 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 sign below.

By (Authorized Signature)	Date

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

A. 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.

The remainder of this page is intentionally left blank.

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 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.

The remainder of this page is intentionally left blank.

(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 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:

<table>
<tr><td colspan="2">Bidder’s Company Name:</td><td colspan="2">Subcontractor’s Company Name:</td></tr>
<tr><td>By (Authorized Signature):</td><td>Date Signed:</td><td>By (Authorized Signature):</td><td>Date Signed:</td></tr>
<tr><td colspan="2">Printed Name and Title of Person Signing:</td><td colspan="2">Printed Name and Title of Person Signing:</td></tr>
</table>

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 compliant.

ITEM

☐ Bidder Declaration & Subcontractor/Supplier List included with bid.

☐ STD 843 included with bid (Note: This is applicable if you are 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 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.

7. 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).

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

9. 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):

3). 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.

4). 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
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

ATTACHMENT 10
BIDDER'S CERTIFICATION OF INSURANCE REQUIREMENTS

1. Acknowledgment of Insurance Requirements

   A. The Bidder acknowledges that it has received and reviewed the insurance requirements contained in this Invitation for Bid, the draft agreement, and any referenced or incorporated materials issued by the California High-Speed Rail Authority (Authority).

2. Understanding of Multiple Locations and Specific Requirements

   A. The Bidder understands that the Agreement requires services to be performed at multiple Authority locations and facilities, and that certain sites may have unique or additional insurance requirements or coverage levels. The Bidder affirms that it has reviewed and understands these location-specific obligations.

3. Agreement to Comply if Awarded

   A. The Bidder affirms that, if awarded a contract, it will obtain, maintain, and provide evidence of all insurance required by the Agreement for work performed at all designated locations, and will maintain such insurance for the full duration of the Agreement.

4. Continuing Obligation

   A. The Bidder agrees that it will submit updated certificates of insurance and endorsements whenever required policies are renewed, modified, or replaced.

5. Authority Verification

   A. The Certificate of Insurance must be provided to the Authority and verified before the Execution of the Agreement.

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:** __________