



CALIFORNIA

High-Speed Rail Authority

Request for Quote (RFQ)

for

Smartboard Assembly and Configuration

**Small Business/Disabled Veteran Business
Enterprise Option RFQ**

RFQ No.: RFX16-02

November 7, 2016

CALIFORNIA HIGH-SPEED RAIL AUTHORITY

OFFICE OF PROCUREMENT AND CONTRACTS

770 L STREET, Suite 620 MS-3

SACRAMENTO, CA 95814

PHONE (916) 324-1541

<http://hsr.ca.gov/>

November 7, 2016

REQUEST FOR QUOTE (RFQ)**RFQ # RFX16-02****Notice to Prospective Bidders**

You are invited to review and respond to this Small Business (SB) Request for Quote (RFQ), **RFX16-02** entitled **Smartboard Assembly and Configuration**. In submitting your quote, you must comply with the instructions found herein and included the Bidders Instructions GSPD451-110911, that may be viewed and downloaded at Internet site <http://www.documents.dgs.ca.gov/pd/modellang/GSPD451-110911.pdf>.

"This solicitation is authorized pursuant to Government Code Section 14838.5 which provides for the award of contracts for the acquisition of goods, services, or information technology that has an estimated value of greater than \$5,000.00, but less than \$250,000.00 to a certified SB, including a micro-business, or a disabled veteran business enterprise."

Note that all Contracts entered into with the California High-Speed Rail Authority (CHSRA) will include, by reference, General Terms and Conditions (GTC) GSPD 401IT14_0509 and Agreement Certification Clauses (CCC) that may be viewed and downloaded at Internet site http://www.documents.dgs.ca.gov/pd/poliproc/GSPD401IT14_0905.pdf

In the opinion of the CHSRA, this RFQ is complete and without need of explanation. However, if you have questions, or should you need any clarifying information, the contact person for this RFQ is:

Mary Cole, Contract Analyst
770 L Street, Suite 620, MS-3
Sacramento, CA 95814
mary.cole@hsr.ca.gov
(916) 669-6570

Please note that no verbal information given will be binding upon the State unless such information is issued in writing as an official addendum or provided by email to all notified firms.

Sincerely,

A handwritten signature in blue ink that reads "Mary Cole".

Mary Cole
Contract Analyst

Technical questions regarding this solicitation should be mailed or emailed in a timely manner to the Contract Analyst listed above.

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BACKGROUND INFORMATION

The California High-Speed Rail Authority (CHSRA) is responsible for the planning, design, construction and operation of the first high-speed rail system in the nation. The California High-Speed Rail System (System) will connect the mega-regions of the State, contribute to economic development and a cleaner environment, create jobs and preserve agricultural and protected lands. By 2029, high-speed rail will run from San Francisco to the Los Angeles basin in under three hours at speeds of over 200 miles per hour. The System will eventually extend to Sacramento and San Diego, totaling 800 miles with up to 24 stations.

A) Purpose

The CHSRA is seeking a contractor with the requisite knowledge and experience to assemble and configure state-owned Smartboards at office locations in Sacramento, San Jose and Fresno, California.

B) Description of Services

Contractor shall furnish and assemble the following components, hardware and services in the specified locations in Exhibit A:

- Complete assembly with hardware including: all brackets, cables and cords as required to complete the assembly in accordance with the manufacturers recommendations for:
 - **State Supplied Items:**
 - Five (5) each 55" CHSRA provided Smartboards
SMART Board 55" Interactive Display with SMART Meeting Pro-Gen 5
SKU: SMAR-SBID8055i-G5-SMP
<http://downloads01.smarttech.com/media/sitecore/en/support/product/sbfpd/8000i-g4/specifications/specssbid8070ig4v06jun14.pdf>
 - One (1) each 65" CHSRA provided Smartboard
SMART Board 65" Interactive flat panel with Meeting Pro- Gen 5
SKU: SMAR-SBID8065i-G5-SMP
<http://www.ivci.com/wp-content/uploads/2014/05/8055i-Specifications.pdf>
 - **Bidder to Provide:**
 - (6) SMART Value Mobile stand for interactive displays
SKU: SMAR-FSSBID 100V
 - (6) Microphones compatible with SMAR-SBID8055i-G5-SMP
 - (6) Cameras compatible with SMAR-SBID8055i-G5-SMP
- System configuration of the above Six (6) CHSRA provided Smartboards including; loading and configuration of system and software, connection to computers and peripherals, as well as final function testing to insure complete user turn-key operation.

- All products above provided by the bidder and required to compete the assembly shall include a warranty for services and assembly for a minimum period of one year after the date of final acceptance.

All On-site assembly will start 30 days after receipt of order and shall be completed within 60 days after execution of the contract.

The selected contractor for the Smartboard Assembly and Configurations shall perform all services Onsite located in conference rooms in the locations specified in Exhibit A, Section D. During business hours of the State are 8:00 a.m.-5:00 p.m. Monday through Friday and unless otherwise agreed upon all work must be done within these allotted hours.

Bidders are cautioned that no work will begin until the Contract has been fully executed and a Notice to Proceed has been provided to the contractor. If work is performed prior to Contract approval, and the Contract for any reason is not approved, all previous work performed by the contractor is considered donated to the State and no payment shall be made for that work.

Contract Amendment

This Agreement may be amended to make changes of additional funds consistent with the rates determined in Attachment 1, Cost Worksheet, and option to amend with additional time at the same rates. Amendments may be made without competitive bidding, so long as the amendment is exempt from competitive bidding pursuant to Public Contract Code Section 10335, Government Code Section 11010.5 and the State Contract Manual.

C) Bidder Mandatory Qualifications

Bidders must complete the attached Customer Experience Reference Sheet, **Attachment 2**.

In order to be responsive to this RFQ, the following mandatory requirements must be met. Bidders who do not meet all of these mandatory qualifications will be eliminated from the competition. Bidders must meet all of the following mandatory qualifications to the CHSRA's satisfaction to be given further consideration. Bidders that fail to meet all these qualifications will not be considered or evaluated further.

Mandatory Pass/Fail

The Bidder must submit documentation in narrative form describing, in detail, how the Bidder meets each of the identified requirements/qualifications listed in the Mandatory Qualifications Table. The Bidder will include any necessary supporting documentation (references, certifications, etc.) necessary to validate the Bidder's qualifications.

MANDATORY QUALIFICATIONS

1. Bidder shall have experience in the last of 3 years assembling and configuring Smartboards and or interactive touch screen monitors. Bidder shall have a minimum of 3 years of working with government entities. (Attachment 2)

All Bidders must be a California certified Small Business to be considered responsive to this RFQ.

D) Quotation Requirements and Information

Key Action Dates and Times

Time is always of the essence. All Bidders are advised of the dates and times shown below and are expected to adhere to them.

Action	DATE	TIME (Pacific Time)
RFQ available to prospective Bidder	November 7, 2016	
Written Question Submittal Deadline	November 15, 2016	
CHSRA Response to Written Questions	November 18, 2016	
*Final Date for Quote Submission	December 13, 2016	2:00 PM
Proposed Award Date (estimate)	December 21, 2016	

*At the CHSRA's discretion, if only one quote is received, the timeframe for receipt of quotes may be extended up to one (1) month in order to receive the minimum number of quotes required by Government Code.

Written Questions and Answers

- a) Questions regarding this RFQ must be submitted in writing. Bidders are encouraged to submit their written questions by November 15, 2016.
- b) Written questions must include the individual's name, firm name, complete address, and must reference RFQ No. RFX16-02. Questions must be sent to the following address:

MAIL OR E-MAIL TO:

California High-Speed Rail Authority
Office of Procurement and Contracts
770 L Street, Suite 620 MS-3
Sacramento, CA 95814
Attention: Mary Cole, Contract Analyst
Phone: 916-669-6570
E-mail: mary.cole@hsr.ca.gov

Written responses to all questions will be collectively compiled and emailed or mailed upon request. The State may modify any part of the RFQ, prior to the date quotes are due, by issuance of one (1) or more addenda. Addenda will be numbered consecutively and sent to all firms who received the original RFQ. Hard copy responses will be disseminated by USPS mail. Refer to **Section D (1), Key Action Dates and Times**, for the RFQ's schedule of events. It is the responsibility of the Bidder to inquire about an expected Addendum if the Addendum is not received, Bidder can contact the Contract Analyst named above.

Cost Worksheet

Quotation and rates shall include the cost of employer payments to or on behalf of employees, subsistence, travel, compensation insurance premiums, unemployment contributions, social security taxes, agreement bond premiums, and any other taxes or assessments, **including but not limited to, sales and use taxes** required by law or otherwise and no additional allowance will be made thereof unless separate payment provisions in the Agreement should specifically so provide.

Subcontractors

Bidder may subcontract portions of the work as defined in the attached Proposed Form of Agreement. If a subcontractor is used, complete the **Bidder Declaration, GSPD-05-105, Attachment 5**. Bidder must ensure that the subcontractor will have all necessary licenses, permits, and/or certifications to accomplish its portion of the work. Failure of a subcontractor to have the proper licenses, permits, and/or certifications, shall be cause for rejection of quote. Contractor may only subcontract portions of the work to a qualified DGS-Certified Small Business or (SB)/Microbusiness (MB) with the same status as the contractor. No work may be subcontracted to any business not certified as a SB/MB or SB/DVBE by DGS. Contractor must ensure that the subcontractor is a DGS certified SB/MB or SB/DVBE and has all necessary licenses, permits, and/or certifications to accomplish its portion of the work.

Insurance

The Bidder who receives the Agreement award must provide a certificate of insurance providing proof of insurance to the CHRSA, Office of Procurement and Contracts within ten (10) work days from the date of notification of award. The State's Office of Risk and Insurance Management will review insurance certificates and/or proof of self-insurance documentation before execution of the Agreement. Refer to, Exhibit E Additional Provisions for the applicable specific insurance requirements and coverage limits.

Darfur Contracting Act

- a) The Darfur Contracting Act, Public Agreement Code (PCC) Section 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. The Act was passed by the California Legislature and signed into law by the Governor to preclude State agencies generally from contracting with "scrutinized" companies that do business in the African nation of Sudan (of which the Darfur region is a part) for the reasons described in PCC Section 10475.
- b) If your company has not, within the previous three (3) years, had any business activities or other operations outside of the United States, complete **Option 1** on the **Darfur Contracting Act Certification form, Attachment 7**.
- c) A scrutinized company is a company doing business in Sudan as defined in PCC Section 10476. Scrutinized companies are ineligible to, and cannot, Quote on or submit a proposal for an Agreement with a State agency for goods or services. (PCC section 10477(a)).
- d) Therefore, PCC Section 10478 (a) requires a company that currently has (or within the previous three (3) years has had) business activities or other operations

outside of the United States to certify that it is not a “scrutinized” company when it submits a bid or proposal to a State agency.

- e) A scrutinized company may still, however, submit a bid or proposal for an Agreement with a State agency for goods or services if the company first obtains permission from the Department of General Services (DGS) according to the criteria set forth in PCC Section 10477(b).

Quote Submittal

- a) The quote may be emailed, mailed or hand delivered. The quote must be received by the CHRSA’s Office of Procurement and Contracts by the date and time shown in **Section D, Quotation Requirements and Information, Item 1 - Key Action Dates and Times**.
- b) The quote envelope must be clearly marked with the RFQ number and title must show your firm name and address, and must be marked with “**QUOTATION SUBMITTAL**”, as shown in the following example:

RFQ Number: **RFX16-02**
RFQ Name: **Smartboard Assembly and Configuration**
Firm Name:
Firm Address:

QUOTATION SUBMITTAL - DO NOT OPEN

- c) All quotes shall include the documents identified in the RFQ; see the **Required Attachment Checklist, Attachment 8**. Quotes not including the proper “required attachments” shall be deemed non-responsive. A non-responsive quote is one that does not meet the basic quote requirements.
- d) Only an individual who is legally authorized to contractually bind the quoting firm shall sign all documents requiring a signature and each document must bear a signature and title of a person authorized to bind the quoting firm.
- e) Mail or deliver quotes by one of the following: U.S. Postal Service, Courier Service or Hand Deliver to:

California High-Speed Rail Authority
Office of Procurement and Contracts
770 L Street, Suite 620, MS-3
Sacramento, CA 95814
Attention: Mary Cole, Contract Analyst

If your quote is hand delivered, see the receptionist on the sixth (6th) floor, Suite 620. Ask the receptionist to date and time stamp the package. If the package is too large to be electronically stamped, request that the package be manually date stamped and initialed. The receptionist will notify the Contract Analyst listed in the RFQ that your package was received.

f) E-mail quotes can be delivered to:

E-mail: mary.cole@hsr.ca.gov

- g) Pursuant to Government Code Section 14838.5, the CHSRA must receive at least two quotes from a certified DVBE, SB or MB before it can make an Agreement award. Therefore, at the CHSRA's discretion, if only one quote is received, the timeframe for receipt of quotes may be extended up to one (1) month in order to receive the minimum number of quotes required by Government Code. All prospective Bidders will be notified via addenda through of any extensions.
- h) Quotes must include the performance of all services described herein. Any attempt to modify the RFQ document to deviate from the work specifications shall not be considered and will cause a quote to be rejected.
- i) A Quote may be rejected if it is conditional, incomplete, or if it contains any alterations of form or other irregularities of any kind. The State may reject any or all quotes and may waive an immaterial deviation in a quote. The State's waiver of an immaterial defect shall in no way modify the RFQ document or excuse the Bidder from full compliance with all requirements if awarded the agreement.
- j) Costs for developing quotations and in anticipation of award of the Agreement are entirely the responsibility of the Bidder and shall not be charged to the State of California.
- k) A Bidder may modify a quote after its submission by first withdrawing their original quote and resubmitting a new quote prior to the quote submission deadline. Bidder modifications offered in any other manner, oral or written, will not be considered.
- l) A Bidder may withdraw a quote by submitting a written withdrawal request to the State, signed by the Bidder or an agent in accordance with Section m, below. A Bidder may thereafter submit a new quote prior to the quote submittal deadline. Quotes may not be withdrawn without cause subsequent to the quote submittal deadline.
- m) Only an individual who is authorized to bind the quoting firm contractually shall sign the attached **Bid/Bidder Certification Sheet, Attachment 4**. The signature must also indicate the title or position that the individual holds in the firm. **An unsigned quote may be cause for Bid rejection.**
- n) The CHSRA may modify the RFQ prior to the date fixed for submission of quotes by the issuance of an addendum sent to all parties who received an RFQ package.
- o) The CHSRA reserves the right to reject all quotes and is not required to award an agreement. This RFQ does not constitute a commitment by the State of California to award a contract. The State reserves the right to reject any or all Offers received if the State determines that it is in the State's best interest to do so.
- p) Before submitting a response to this RFQ, Bidder should review their document to ensure they comply with the RFQ requirements.
- q) The State does not accept alternate Agreement language from a bidder. A quote with such language will be considered a counterproposal and shall be rejected. **The State's General Terms and Conditions GSPD401IT14_0509 and Bidder Instructions GSPD451110911 are not negotiable.** The **GSPD401IT14_0509** may

be viewed at Internet site

http://www.documents.dgs.ca.gov/pd/poliproc/GSPD401IT14_0905. .

- r) No oral understanding or agreement shall be binding on either party.

Evaluation and Selection

- a) At the time of quote opening, each quote shall be checked for the presence or absence of required information in conformance with the submission requirements of this RFQ.
- b) The State shall evaluate each quote to determine its responsiveness to the published requirements.
- c) Quotes that contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the bidder may be rejected.
- d) Award if made, will be to the lowest responsible Bidder.

Standard Conditions of Service

- 1) Service shall not begin before the express date set in the Agreement, after all approvals have been obtained, and the agreement is fully executed and a Notice to Proceed has been provided to the Contractor. Should the Contractor fail to commence work at the agreed upon time, the CHSRA, upon five (5) days written notice to the Contractor, reserves the right to terminate the Agreement. In addition, the Contractor shall be liable to the CHSRA for the difference between Contractor's Quote and the actual cost of performing work by the second lowest Bidder or by another Contractor.
- 2) All performance under the Agreement shall be completed on or before the termination date of the Agreement.
- 3) Antitrust Provisions
 - 1) In submitting a Quote to a public purchasing body, the Bidder offers and agrees that if the Quote is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the Bidder for sale to the purchasing body pursuant to the Quote. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the Bidder. (See GC Section 4552)
 - 2) If the awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid
 - 3) Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the

assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. (See GC Section 4554)

- 4) Loss Leader usage is prohibited in this Solicitation: It is unlawful for any person engaged in business within this State to sell or use any article or product as a "loss leader" as defined in Section 17030 of the California Business and Professions Code. "Loss Leader" means any article or product sold at less than cost: a) where the purpose is to induce, promote or encourage the purchase of other merchandise; or b) where the effect is a tendency or capacity to mislead or deceive purchasers of prospective purchasers; or c) where the effect is to divert trade from or otherwise injure competitors.
- 5) No oral understanding or agreement shall be binding on either party.

**ATTACHMENT 1
COST WORKSHEET – Smartboard Assembly and Configuration**

LOCATION	*ASSEMBLY	**CONFIGURATION	TOTAL
A.1 Sacramento	\$	\$	\$
A.2 San Jose	\$	\$	\$
A.3 Fresno	\$	\$	\$
SUBTOTAL ALL SERVICES (A.1-3)			\$

HARDWARE	QUANTITY	COST PER UNIT	TOTAL COST
B.1 <ul style="list-style-type: none"> SMART Value Mobile stand for interactive displays 	6	\$	\$
B.2 <ul style="list-style-type: none"> SKU: SMAR-FSSBID 100V 			
B.3 <ul style="list-style-type: none"> Microphones compatible with SMAR-SBID8055i-G5-SMP 	6	\$	\$
B.4 <ul style="list-style-type: none"> Cameras compatible with SMAR-SBID8055i-G5-SMP 	6	\$	\$
SUBTOTAL HARDWARE (B.1-4)			\$
TOTAL HARDWARE AND SERVICES (A.1-3) + (B.1-4)			\$

*Includes cost for all labor including travel
**Includes all items regarding configuration

ATTACHMENT 2 CUSTOMER EXPERIENCE REFERENCE FORM

Bidder must provide three (3) client references for services it has performed within the past three (3) years that are similar in size, scope, and type of service as specified in this RFQ. Bidder shall describe experience in the last of 3 years assembling and configuring Smartboards and or interactive touch screen monitors minimum of 3 years of working with government entities.. The description of the project must be detailed and comprehensive enough to permit the State to assess the similarity of those projects to the work anticipated in the award of the contract resulting from this procurement. **Complete this form for each reference.**

Bidder's Name:
Subcontractor that provided the services (if other than the Bidder):
Company/Organization:
Contact:
Address:
Telephone:
Fax:
E-mail:
Project Name and/or Description:
Bidder or Subcontractor's involvement:
Start Date (mm/dd/yyyy):
End Date (mm/dd/yyyy):
Project Dollar Amount:
.

ATTACHMENT 3
 CONTRACTOR CERTIFICATION CLAUSES

CCC-307

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.

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

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 8103) (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 Contracts if the CHSRA 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.)

ATTACHMENT 3
CONTRACTOR CERTIFICATION CLAUSES

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. Agreement 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 Agreement 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 Agreement period of less than a full year or 10% of its Agreement with the State.

Failure to make a good faith effort may be cause for non-renewal of a state Agreement 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 Agreement Code Section 10286 and 10286.1, and is eligible to Agreement 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 Agreement 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 <https://www.dir.ca.gov/sweatfreecode.htm>, and Public Agreement Code Section 6108.
- b. The Contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the Contractor certifies that Contractor is in compliance with Public Agreement Code Section 10295.3.

ATTACHMENT 3
CONTRACTOR CERTIFICATION CLAUSES

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. Agreement Code §10410):

- a). 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.
- b). No officer or employee shall Agreement on his or her own behalf as an independent Contractor with any state agency to provide goods or services.

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

- a). For the two-year period from the date he or she left state employment, no former State officer or employee may enter into an Agreement 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 Agreement while employed in any capacity by any state agency.
- b). For the twelve-month period from the date he or she left state employment, no former State officer or employee may enter into an Agreement 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 Agreement 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. Agreement 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. Agreement 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.

ATTACHMENT 3
CONTRACTOR CERTIFICATION CLAUSES

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.

Fill and print form available at the link provided below:

<http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf>

ATTACHMENT 4 BID/BIDDER CERTIFICATION SHEET

Only an individual who is authorized to bind the bidding firm contractually shall sign the Quote/Bidder Certification Sheet. The signature must indicate the title or position that the individual holds in the firm. This Quote/Bidder Certification Sheet must be signed and returned along with all "required attachments" as an entire package in accordance with RFQ instructions.

- A. Our all-inclusive Quote is submitted and marked "**Quote Submittal - Do Not Open**".
- B. All required attachments are included with this certification sheet.
- C. The signature affixed hereon and dated certifies compliance with all the requirements of this Quote document. The signature below authorizes the verification of this certification.
- D. The signature and date affixed hereon certifies that this Quote is a firm offer for a 90-day period.

1. Company Name	2. Telephone Number ()	2a. Fax Number ()
-----------------	-----------------------------------	------------------------------

2b. Email Address

3. Address

Indicate your organization type:

- | | | |
|---|---|---|
| 4. <input type="checkbox"/> Sole Proprietorship | 5. <input type="checkbox"/> Partnership | 6. <input type="checkbox"/> Corporation |
|---|---|---|

Indicate the applicable employee and/or corporation number:

- | | |
|-----------------------------------|-------------------------------|
| 7. Federal Employee ID No. (FEIN) | 8. California Corporation No. |
|-----------------------------------|-------------------------------|

Indicate applicable license and/or certification information:

- | | | |
|--|-------------------------------|--------------|
| 9. Contractor's State Licensing Board Number | 10. PUC License Number CAL-T- | 11. Required |
|--|-------------------------------|--------------|

12. Bidder' Name (Print)

13. Title

14. **Signature**

15. Date

16. Are you certified with the Department of General Services, Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS) as:

- | | |
|---|---|
| a. Small Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/>
If yes, enter certification number: _____ | b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/>
If yes, enter your service code below: _____ |
|---|---|

NOTE: A copy of your Certification is required to be included if either of the above items is checked "**Yes**".

Date application was submitted to OSDS, if an application is pending: _____

**ATTACHMENT 4
BID/BIDDER CERTIFICATION SHEET**

Completion Instructions for Quote/Bidder Certification Sheet

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

Item Numbers	Instructions
1, 2, 2a, 3	Must be completed. These items are self-explanatory.
4	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.
5	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.
6	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.
7	Enter your federal employee tax identification number.
8	Enter your corporation number assigned by the California Secretary of State. This information is used to verify if a corporation is in good standing and qualified to conduct business in California.
9	Complete if your firm holds a California contractor's license. This information will be used to verify possession of a contractor's license for public works agreements.
10	Complete if your firm holds a PUC license. This information will be used to verify possession of a PUC license for public works agreements.
11	Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured.
12, 13, 14, 15	Must be completed. These items are self-explanatory.
16	If certified as a Small Business Enterprise, place a check in the "yes" box, and enter your certification number on the line. If certified as a Disabled Veterans Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified to one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to the Department of General Services, Office Small Business and DVBE Services. To get certified, go to http://www.pd.dgs.ca.gov/smbus/default.htm
17	Check the applicable box. Complete and return GSPD-05-105 with your Quote.

ATTACHMENT 5
BIDDER DECLARATION FORM

All Bidders must complete the Bidder Declaration GSPD-05-105 and include it with the Quote response.

<http://www.documents.dgs.ca.gov/pd/delegations/GSPD105.pdf>

ATTACHMENT 6

STATEMENT OF IMPARTIAL EVALUATION AND CONFIDENTIALITY

I warrant that I have no knowledge of any personal or financial interests or any past or present employment or non-employment activities, in compliance with Government Code § 1090 et seq. and § 19990 et seq., which would conflict with my participation in the California High-Speed Rail Authority (CHSRA) solicitation process for RFQ RFX16-02, or the resulting agreement, and that I am fully able to give full, fair, impartial, and independent consideration to the proposal(s) submitted in response to this solicitation.

I further warrant that if at any time during the solicitation process I gain knowledge of any personal or financial interest or engage in any activity which could impair my ability, or would raise the perception of impropriety, I will immediately notify the CHSRA's Office of Procurement and Contracts.

I further warrant that I will hold in the strictest confidence all proposals, correspondence, memoranda, and related documents, whether in writing or other forms of media, which have any bearing on, or disclose any aspects of, any response or potential response to the above-noted solicitation.

I further warrant that all materials designated "Confidential" which were provided to me will be returned to the CHSRA promptly after use and that all copies or deviations of the "Confidential" materials will be returned as well. I will include with returned "Confidential" materials, a letter attesting to the complete return of these materials. Failure to comply will subject me to liability, both criminal and civil, including all damages to the CHSRA and third parties.

Date: _____

Printed or typed name: _____

Signed: _____

Title: _____

Organization: _____

ATTACHMENT 7 Darfur Contracting Act

Public Agreement 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 agreement, 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 - CERTIFICATION

If your company has not, within the previous three years, had any business activities or other operations outside of the United States, complete and sign this section and submit with bid package.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that a) the prospective bidder/bidder named below has not, within the previous three years, had any business activities or other operations outside of the United States. b) I am duly authorized to legally bind the prospective bidder/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)	
Printed Name and Title of Person Signing	

OPTION #2 - CERTIFICATION

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

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that a) the prospective bidder/bidder named below is not a scrutinized company per Public Agreement Code 10476; and b) I am duly authorized to legally bind the prospective bidder/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)	
Printed Name and Title of Person Signing	
Date Executed	Executed in the County and State of

OPTION #3 – WRITTEN PERMISSION FROM DGS

Pursuant to Public Agreement 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 Agreement 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 Agreement Code section 10476, but we have received written permission from the Department of General Services to submit a bid or proposal pursuant to Public Agreement 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)	
Printed Name and Title of Person Signing	
Date Executed	Executed in the County and State of

ATTACHMENT 8 REQUIRED ATTACHMENT CHECKLIST

A complete Quote package will consist of the items identified below.

Complete this checklist to confirm the items in your quote package. Place a check mark or "X" next to each item that you are submitting to the CHSRA. All attachments identified below (unless noted otherwise) are required and must be returned as instructed or your quote may be considered non-responsive. **Return this checklist with your quote package.**

Attachments

Attachment Name/Description

<input type="checkbox"/> Attachment 1	Cost Worksheet – Smartboard Assembly and Configuration
<input type="checkbox"/> Attachment 2	Customer Experience Reference Form
<input type="checkbox"/> Attachment 3	Contractor Certification Clauses (CCC <u>307</u>) The CCC <u>307</u> can also be found on the Internet at: http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx Page one (1) must be signed and all pages submitted prior to the award of the agreement.
<input type="checkbox"/> Attachment 4	Bid/Bidder Certification Sheet
<input type="checkbox"/> Attachment 5	Bidder Declaration, GSPD-05-105
<input type="checkbox"/> Attachment 6	Statement of Impartial Evaluation and Confidentiality Page must be signed and submitted upon award of the agreement.
<input type="checkbox"/> Attachment 7	Darfur Contracting Act
<input type="checkbox"/> Attachment 8	Required Attachment Checklist

ATTACHMENT 9 PROPOSED FORM OF AGREEMENT, STD 213

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD. 213 IT (REVISED 08/11)

STANDARD AGREEMENT

FOR I.T. GOODS/SERVICES ONLY

	REGISTRATION NUMBER
PURCHASING AUTHORITY NUMBER HSRA-2665	AGREEMENT NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below
STATE AGENCY'S NAME
California High-Speed Rail Authority (hereafter called State)
CONTRACTOR'S NAME (hereafter called Contractor)

2. The term of this Agreement is: **December 1, 2016 to November 30, 2017**

3. The maximum amount of this Agreement is: **\$**

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

Exhibit A – Scope of Work	4 Pages
Exhibit B – Budget Detail and Payment Provisions	4 Pages
Exhibit B – Attachment 1, Cost Worksheet	1 Page
Exhibit C –General Terms and Conditions and Contractor Certifications	4 Pages
Exhibit D – Special Terms and Conditions	5 Pages
Exhibit E – Supplemental Terms And Conditions	26 Pages

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

CONTRACTOR		<small>CALIFORNIA</small> Department of General Services <small>Use Only</small>
<small>CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)</small>		
<small>BY (Authorized Signature)</small> 	<small>DATE SIGNED (Do not type)</small>	
<small>PRINTED NAME AND TITLE OF PERSON SIGNING</small>		
<small>ADDRESS</small>		
STATE OF CALIFORNIA		
<small>AGENCY NAME</small>		
<small>BY (Authorized Signature)</small> 	<small>DATE SIGNED (Do not type)</small>	
<small>PRINTED NAME AND TITLE OF PERSON SIGNING</small>		
<small>ADDRESS</small>		
		<input type="checkbox"/> Exempt per

EXHIBIT A SCOPE OF WORK

A. Services Covered

Contractor shall furnish and assemble the following components, hardware and services in the specified locations in Exhibit A:

- Complete assembly hardware including: all stands, cables and cords as required to complete the assembly in accordance with the manufacturers recommendations for:

State Supplied Items:

- Five (5) each 55" CHRSA provided Smartboards
SMART Board 55" Interactive Display with SMART Meeting Pro-Gen 5
SKU: SMAR-SBID8055i-G5-SMP
<http://downloads01.smarttech.com/media/sitecore/en/support/product/sbfdp/8000i-g4/specifications/specssbid8070ig4v06jun14.pdf>
- One (1) each 65" CHRSA provided Smartboard
SMART Board 65" Interactive flat panel with Meeting Pro- Gen 5
SKU: SMAR-SBID8065i-G5-SMP
<http://www.ivci.com/wp-content/uploads/2014/05/8055i-Specifications.pdf>

Contractor Supplied Items:

- (6) SMART Value Mobile stand for interactive displays
SKU: SMAR-FSSBID 100V
- (6) Microphones compatible with SMAR-SBID8055i-G5-SMP
- (6) Cameras compatible with SMAR-SBID8055i-G5-SMP
- System configuration of the above Six (6) CHRSA provided Smartboards including; loading and configuration of system and software, connection to computers and peripherals, as well as final function testing to insure complete user turn-key operation.
- All products above provided by the Contractor and required to compete the assembly shall include a warranty for services and assembly for a minimum period of one year after the date of final acceptance.
-

The selected contractor for the Smartboard Assembly and Configurations will perform all services Onsite located in conference rooms in the locations specified in Section D below. During Business hours of the State are 8:00 a.m.-5:00 p.m. Monday through Friday and unless otherwise agreed upon all work must be done within these allotted hours.

B. Period of Performance

All On-site assembly will start 30 days after receipt of order and shall be completed within 60 days of contract execution.

C. Contractor Responsibilities:

Vendor will be responsible for performing assembly and configuration to the various CHSRA locations listed below. The following is a list of services which will result in the successful completion of this project:

EXHIBIT A SCOPE OF WORK

- Complete assembly and configuration of the above Six (6) CHRSA provided Smartboards 2 each at the following specified locations, including; assembly and mounting of Smartboards to stands, loading and configuration of system and software, connection to computers and peripherals, as well as final functional testing to insure complete user turn-key operation.
- Protection of all state property and facilities, clean up and removal of all waste and packaging
- Products above shall include a warranty for services and assembly for a minimum period of one year after the date of acceptance.

C. STATE RESPONSIBILITIES

State agrees to provide:

- Six (6) Smartboards at the following CHSRA locations.
- Temporary badge and access to building and location of rooms for assembly and configuration.

D. LOCATIONS

All work will be at the three (3) following locations:

California High-Speed Rail Headquarters

770 L Street, Suite 620
Sacramento, CA 95814

Assembly and configuration of One (1) each 65" Smart Board
Assembly and configuration of One (1) each 55" Smart Board

Northern California Regional Office

California High-Speed Rail Authority
100 Paseo de San Antonio, Suite 206
San Jose, CA 95113

Assembly and configuration of Two (2) each 55" Smart Board

Central California Regional Office

California High-Speed Rail Authority
1401 Fulton Street, Suite 200
Fresno, CA 93721

Assembly and configuration of Two (2) each 55" Smart Board

The selected contractor for the Smartboard Assembly and Configurations will perform all work Onsite located in conference rooms of the above addresses

Business hours of the State are 8:00 a.m.-5:00 p.m. Monday through Friday and unless otherwise agreed upon all work must be done within these allotted hours.

EXHIBIT A
SCOPE OF WORK

E. DELIVERY AND ACCEPTANCE

Upon completion of assembly and configuration:

Contractor will provide the State with all documentation of receipt of all hardware and services mentioned in this statement of work. Vendor will test and provide written confirmation of proper functionality

For the Smartboard assembly the acceptance of all above deliverables will reside with the CHSRA's Technical Team's Senior Software Specialist (SSS) III Supervisor. The SSS III Supervisor will maintain a small team of two-three advisors in order to ensure the completeness of each stage of the implementation and that the scope of work has been met. Once the Implementation Phase is completed and the contractor provides their documentation and approval, the SSS III Supervisor will either sign off on the approval or reply to the contractor, in writing, advising what tasks must still be accomplished.

Once all tasks have been completed, the work requirements will enter the handoff/closure stage. During this stage, the contractor will provide their documentation and validation. The acceptance of this documentation by the SSS III Supervisor will acknowledge acceptance of all deliverables and that the contractor has met all assigned tasks.

F. SATISFACTION GUARANTEE

If, for any reason, the State is not satisfied, "State" shall notify Contractor in writing within one month of the time the State first becomes dissatisfied. Contractor will try to resolve the problem to the "State" satisfaction. If "Contractor" is unable to do so, the State will receive a credit equal to the prorated charge for the Service for the period of time the State was dissatisfied.

In the event such credit is not received, the Contractor agrees that the "State" may deduct the amount thereof from any monies due or that may become due said contractor.

G. PROJECT REPRESENTATIVES

The persons identified below will be responsible for managing the tasks identified in this Agreement:

<u>Contractor Contract Manager:</u>	<u>Authority Primary Contact:</u>
Name, Title Street Address City, State Zip Ph: (xxx) xxx-xxxx Fax: (xxx) xxx-xxxx Email:	Mary Cole, Contract Analyst 770 L Street, Suite 620, MS 3 Sacramento, CA 95814 Ph: (916) 669-6570 Email: mary.cole@hsr.ca.gov
<u>Authority Contract Manager:</u>	<u>Authority Business Services Contact</u>

EXHIBIT A
SCOPE OF WORK

<p>California High Speed Rail Authority ATTN: James Jansen 770 L Street, Suite 620, MS 3 Sacramento, CA 95814 Ph.: (916) 330-5676 Fax: (916) 322-0827 Email: james.jansen@hsr.ca.gov</p>	<p>California High Speed Rail Authority ATTN: Tiffany Jensen 770 L Street, Suite 620, MS 3 Sacramento, CA 95814 Ph.: (916) 330-5681 Fax: (916) 322-0827 Email: tiffany.jensen@hsr.ca.gov</p>
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EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. BUDGET CONTINGENCY CLAUSE

- 1.1. 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 covered under this Agreement does not appropriate sufficient funds for the work identified in Attachment A. In this event, the Authority shall have no liability to pay any funds whatsoever to the successful Contractor or to furnish any other considerations under this Agreement and the Contractor shall not be obligated to perform any provision of this Agreement.
- 1.2. 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 Agreement amendment to the Contractor to reflect the reduced amount.
- 1.3. 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 program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or State Legislature that may affect the provisions, terms or funding of this Agreement in any manner.

2. Invoicing and Payment

- 2.1. 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 _____ . The rates in the Budget Detail are rate caps, or the maximum allowed to be billed over the duration of this Agreement.
- 2.2. No payment shall be made in advance of services rendered.
- 2.3. The following certification shall be included on each invoice and signed by the authorized official of the Contractor:

“I certify that this invoice is correct and proper for payment, and reimbursement for these costs has not and will not be received from any other sources, included but not limited to a Government Entity contract, subcontract, or other procurement method.”
- 2.4. The total amount payable by the Authority for this agreement shall not exceed [agreement amount]. It is understood and agreed that this total is an estimate and the actual amount of work requested by the Authority may be less.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

2.5. Provide one original and two copies of the invoice for payment. Invoices shall be submitted no more than monthly in arrears and no later than 30 calendar days after completion of each billing period or upon completion of a task to:

Financial Operations Section
California High-Speed Rail Authority
770 L Street, Suite 620 MS3
Sacramento, CA 95814
accounting@hsr.ca.gov

(1 original and 1 copy)

AND

The Consultant shall also submit (electronically) one additional copy of invoice and supporting documentation to the Contract Manager or designee at the address identified in Exhibit A.

3. PAYMENT REQUEST FORMAT

- 3.1. The Authority will accept computer generated or electronically transmitted invoices. The date of "invoice receipt" shall be the date the Authority receives the paper copy.
- 3.2. A request for payment shall reference the Agreement number and shall consist of, but not be limited to, the following:
- 3.3. Agreement number, date prepared, and billing period.
- 3.4. The Contractor's loaded hourly labor rates by individual, inclusive of fees (fringe, direct and indirect overheads, general and administrative, fee, etc.). Each invoice shall include actual hours incurred, cumulative hours incurred to date and budgeted hours.
- 3.5. An indication if the Contractor is certified as a California Certified Small Business, Disabled Veteran Business Enterprise, or Disadvantaged Business Enterprise.
- 3.6. Backup documentation for audit purposes, and the Contractor shall retain back-up documentation for audit purposes available to the Authority upon request. The Contractor shall include appropriate provisions in each of its subcontracts to secure adequate backup documentation to verify all subcontractor services and expenses invoiced for payment under this Agreement.

4. TRAVEL AND PER DIEM RATES

- 4.1. All travel not specified in a work plan and/or Contract Work Order requires written authorization from the Authority's Contract Manager prior to travel departure

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

5. COST PRINCIPLES

- 5.1. The Contractor agrees to comply with procedures in accordance with 48 C.F.R., Federal Acquisition Regulations System, Chapter 1, Part 31, et seq., to determine the allowability of individual items of cost.
- 5.2. Any costs for which payment has been made to the Contractor that are determined by subsequent audit to be unallowable under 48 C.F.R. Part 31, as amended, or 49 C.F.R. Part 19, are subject to repayment by the Contractor to the Authority.
- 5.3. Any subagreement in excess of \$25,000 entered into as a result of this Agreement, shall contain all the provisions of this clause.
- 5.4. The Contractor agrees to comply with procedures in accordance with OMB A-122, "Cost Principles for Nonprofit Organizations," as amended, to determine the allowability of individual items of cost.
- 5.5. The Contractor agrees to comply with 49 C.F.R. Part 19, Uniform Administrative Requirements for Grants and Cooperative Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations.
- 5.6. Any costs for which payment has been made to the Contractor that are determined by subsequent audit to be unallowable under OMB A-122, "Cost Principles for Nonprofit Organizations," as amended, or 49 C.F.R. Part 19, are subject to repayment by the Contractor to the Authority.
- 5.7. Any subagreement in excess of \$25,000 entered into as a result of this Agreement, shall contain all the provisions of this clause.

6. PROMPT PAYMENT ACT

- 6.1. Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

7. EXCISE TAX

- 7.1. 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.

8. Invoice Disputes

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

8.1. 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 15 working days of receipt of the invoice; the Contractor will be paid the undisputed portion of the invoice.

9. Payment Retention Clause

9.1. Ten percent (10%) of any progress payments that may be provided for under this Agreement shall be withheld per Public Contract Code Section 10346 pending satisfactory completion of all services under the Agreement.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

(GSPD401IT)

PLEASE NOTE: Under the California High-Speed Rail Authority's standardized agreement process, a hardcopy of Exhibit C, GSPD401IT, is not included in the standard agreement package. As indicated on the Std. 213, a copy of Exhibit C can be found at the internet site:

http://www.documents.dgs.ca.gov/pd/poliproc/GSPD401IT14_0905.pdf

If you do not have internet access, please contact the Office of Procurements and Contracts (OPAC) below to receive a copy:

OPAC
770 L Street, Suite 620 MS-3
Sacramento, California 95814
(916) 324-1541

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. Contract Management

- 1.1. The Contractor's Contract Manager is responsible for the day-to-day project 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.
- 1.2. The Authority may change its Contract Manager at any time by giving written notice to the Contractor.

2. Subcontracts

- 2.1. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the Authority and any subcontractors, and no subcontract shall relieve the Contractor of his or her responsibilities and obligations under this Agreement. The Contractor agrees to be as fully responsible to the Authority for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is 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.
- 2.2. The Contractor shall perform the work contemplated with resources available within its own organization and no portion of the work shall be contracted without written authorization by the Authority's Contract Manager, except that which is expressly identified in the Budget Detail.
- 2.3. Unless specifically noted otherwise, any subagreement in excess of \$25,000 entered into as a result of this Agreement shall contain all the applicable provisions stipulated in this Agreement.
- 2.4. The Contractor shall pay its subcontractors within ten (10) calendar days from receipt of each payment made to the Contractor by the State.
- 2.5. Any substitution of subcontractors must be approved in writing by the Authority's Contract Manager in advance of assigning work to a substitute subcontractor.

All applicable Contractors shall submit monthly progress reports on small businesses, including DBE and DVBE utilization to the Authority. The Authority and Consultants will keep a running tally of actual invoiced amounts by small businesses for work committed to

EXHIBIT D SPECIAL TERMS AND CONDITIONS

them during the contract performance. The “Monthly SB Invoice Report Summary and Verification” will be used to keep the running tally. The SB Invoice Report Summary and Verification reporting requirements captures SB utilization at all tiers. This requirement shall also include any amended portion of the contract.

All Contractors shall submit the SB Invoice Report Summary and Verification as an attachment to and as verified by the invoice cover fact sheet submitted with each invoice. Civil penalties for knowingly providing incorrect information on SB Invoice Report Summary and Verification, is in the minimum amount of \$2,500 and the maximum amount of \$25,000. An action for a civil penalty under this subdivision may be brought by any public prosecutor in the name of the people of the State of California and the penalty imposed shall be enforceable as a civil judgment. (Military and Veterans Code § 999.5(d)).

The monthly SB Invoice Report Summary and Verification is designed to capture and verify the following information.

- a. Name of each small business participating under the respective contract.
- b. Type of work assignment designated to each small business.
- c. The eligible dollars committed to each small business.
- d. The eligible dollars invoiced to each small business during the reporting period.
- e. The dollars invoiced to date for each small business.
- f. The dollars invoiced to the small business as a result of a change order or other cost modification.
- g. The dollars invoiced to date as a percentage of the total commitment to each small business.
- h. The tier hierarchy of each Subcontractor.
- i. An Authorized Contractor’s Signature that certifies under penalty of perjury that it has complied with all SB Program requirements, including prompt payment and retainage requirements per state laws and the best practices of 49 C.F.R. Part 26.29, as applicable.

3. Confidentiality of Data

- 3.1. 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.
- 3.2. Permission to disclose information on one occasion or public hearing held by the Authority relating to this Agreement shall not authorize the Contractor further disclose such information or disseminate the same on any other occasion.
- 3.3. The Contractor shall not comment publicly to the press nor any other media regarding this Agreement or the Authority’s actions on the same, except to the Authority’s staff, 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.

EXHIBIT D SPECIAL TERMS AND CONDITIONS

- 3.4. 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.
- 3.5. Any subagreement entered into as a result of this Agreement shall contain all of the provisions of the Confidentiality of Data clause.

4. Conflict of Interest

- 4.1. 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.
- 4.2. 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 Department, in consultation with the Contract Manager or its 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 performed the same nature and scope of work as the Contractor.

5. Settlement of Disputes

- 5.1. The parties agree to use their best efforts to resolve disputes concerning a question of fact 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.
- 5.2. To the extent not inconsistent with law, rules, and regulations, any dispute that is not disposed of by mutual agreement in section 5.1 above will be decided by the Authority's Contract Officer, who may consider any written or verbal evidence submitted by the Contractor. The decision of the Contract Officer, issued in writing will be the final decision of the Authority. The final decision of Authority is not binding on the Contractor.
- 5.3. In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the bid proposal.
- 5.4. Neither the pendency of a dispute nor its consideration by the Authority's Contract Officer will excuse the Contractor from full and timely performance in accordance with the terms of this Agreement.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

6. Termination

- 6.1. This Agreement can be terminated at any time by mutual agreement of the Parties.
- 6.2. Termination for Cause: In accordance with section 7 of the GTC 610, the Authority reserves the right to terminate this Agreement immediately in the event of breach or failure of performance by the Contractor.
- 6.3. Termination for Convenience: The Authority reserves the right to terminate this Agreement upon thirty (30) calendar days written notice to the Contractor if terminated for convenience of the Authority.
- 6.4. 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.

7. Non-Waiver

- 7.1. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. 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. The failure of the Authority to enforce any provision of this Agreement or require performance by the Contractor of any provision shall in no way be construed to be a waiver of those provisions, affect the validity of this Agreement in whole or in part, or the right of the Authority to subsequently enforce any such provision.

8. CAPTIONS

- 8.1. The clause headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference and do not define, limit, or extend the scope or intent of the clauses.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

9. Stop Work

- 9.1. 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 tasks in this Agreement.
- 9.2. 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.
- 9.3. The Contractor shall resume the stopped work only upon receipt of written instruction from the Authority Contract Officer canceling the stop work order.
- 9.4. An equitable adjustment shall be made by the Authority based upon a written request by the Contractor for an equitable adjustment. Such adjustment request must be made by the Contractor within 30 days from the date of receipt of the stop work notice.

EXHIBIT E ADDITIONAL PROVISIONS

1. Order of Precedence

1.1. The Work to be performed under this contract shall be in accordance with the scope of work as detailed in Exhibit A. In the event of any inconsistencies or ambiguities in this Contract the following documents shall be used to interpret the Contract in the order of precedence stated:

- a) Terms of this Contract, and any Contract Amendments
- b) Approved ask Orders.
- c) Contractor's Proposal dated [DATE].
- d) Request for Quote.

2. Indemnification

2.1. Contractor agrees to indemnify, defend, and hold harmless the Authority, its officers, agents and employees from any and all claims, demands, costs, or liability arising from or connected with the professional services provided hereunder due to negligent or intentional 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 intentional acts, errors or omissions of the Contractor.

2.2. This provision is in addition to the Indemnification requirements contained in the GSPD401IT. If this provision conflicts with the GSPD401IT, the terms of the GSPD401IT control over the terms of this clause.

3. Evaluation of the Contractor

3.1. 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.

EXHIBIT E ADDITIONAL PROVISIONS

4. Access To Sites And Records

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

5. Ownership of Data

5.1. 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 report, 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 needed to complete the review and approval process.

5.2. 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.

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

6. Force Majeure

6.1. Except for defaults of subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include but shall not be limited to 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:

a) Causes beyond the control of both the Contractor and subcontractor, and

EXHIBIT E ADDITIONAL PROVISIONS

b) Without the fault or negligence of either of them.

6.2. 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.

7. Prevailing Wages

7.1. Pursuant to the provisions of Section 1773 of the 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.

8. Standard of Care

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

8.2. The duty to have that degree of learning and skill ordinarily possessed by reputable professionals practicing in the same or a similar locality and under similar circumstances;

8.3. The duty to use the care and skill ordinarily possessed by reputable members of the professions practicing in the same or similar locality under similar circumstances; and

EXHIBIT E
ADDITIONAL PROVISIONS

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

9. Legal Notice

9.1. 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.

9.2. 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	Authority: Thomas Fellenz, Chief Counsel
Title	California High-Speed Rail Authority
Company	770 L Street, Suite 620 MS1
Address	Sacramento, CA 95814
Telephone	Telephone: (916) 324-1541

9.3. The project representatives identified in Exhibit A, Section 1.C. shall be notified via email when a notice is sent.

9.4. 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 business day.

10. LICENSES AND PERMITS

10.1. The Contractor shall be an individual or firm licensed to do business in California and shall obtain at its sole expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Contract.

10.2. If the Contractor is located within the state of California, a business license from the city/county in which the Contractor is headquartered is necessary; however, if the Contractor is a corporation, a copy of the incorporation

EXHIBIT E ADDITIONAL PROVISIONS

documents/letter from the Secretary of State's Office can be submitted. If the Contractor's headquarters is located outside the State of California, the Authority requires a copy of the business license or incorporation papers for the company's respective state showing that the company is in good standing in that state, and proof of registration as a foreign corporation qualified to do business in California.

- 10.3. In the event any license(s) and/or permit(s) expire at any time during the term of this Contract, 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) and permit(s), the Authority may, in addition to any other remedies it may have, terminate this Contract upon occurrence of such event.

11. Insurance

- 11.1. Without limiting the Consultant's indemnification of the Authority, and prior to commencement of the Work, the Consultant 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.

11.2. Worker's Compensation Insurance

The Consultant shall maintain Worker's Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least one million dollars (\$1,000,000)).

11.3. General Liability Insurance

The Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than two million dollars (\$2,000,000) per occurrence and two million dollars (\$2,000,000) general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. Limits may be achieved by any combination of primary and excess or umbrella liability insurance.

11.4. Automobile Liability Insurance

The Consultant shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Consultant arising out of or in connection with the Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in any amount not less than two million dollars (\$2,000,000) combined single

EXHIBIT E ADDITIONAL PROVISIONS

limit for each accident. Limits may be achieved by any combination of primary and excess or umbrella liability insurance.

11.5. Other Provisions or Requirements

11.5.1. Proof of Insurance

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

11.5.2. Duration of Coverage

The Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Work hereunder by the Consultant, his agents, representatives, employees or subcontractors. The Consultant agrees to maintain professional liability insurance for a period of no less than three years after completion of the work.

11.5.3. Authority's Right of Enforcement

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 Consultant or the Authority will withhold amounts sufficient to pay the premium from the Consultant's payments. In the alternative, the Authority may cancel this Agreement.

11.5.4. Acceptable Insurers

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 A.M. Best-assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger), unless otherwise approved by the ACM.

11.5.5. Waiver of Subrogation

EXHIBIT E ADDITIONAL PROVISIONS

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 Consultant 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 volunteer. The Consultant 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.

11.5.6. Enforcement of Contract Provisions (non estoppel)

The Consultant acknowledges and agrees that any actual or alleged failure on the part of the Authority to inform the Consultant of non-compliance with any requirement imposes no additional obligations on the Authority, nor does it waive any rights hereunder.

11.5.7. Requirements not Limiting

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 Consultant 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.

11.5.8. Notice of Cancellation

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

11.5.9. Additional Insured Status

General liability policies shall provide or be endorsed to provide the Authority and its officers, officials, employees, and agents shall be additional insureds under such policies. This provision shall also apply to any excess liability policies.

EXHIBIT E ADDITIONAL PROVISIONS

11.5.10. Authority's Right to Revise Specifications

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

11.5.11. Timely Notice of Claims

The Consultant shall give the Authority prompt and timely notice of claims made or suits instituted that arise out of or result from the Consultant's performance, and that involve or may involve coverage under any of the required liability policies.

11.5.12. Additional Insurance

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

12. **COMPUTER SOFTWARE:**

12.1. For contracts in which software usage is an essential element of performance under this Contract, 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 contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

13. **OWNERSHIP/INVENTORY/DISPOSITION OF STATE EQUIPMENT**

13.1. The following is applicable to equipment purchased or furnished by other agencies and equipment purchased by the Contractor where such expense is charged to and/or reimbursed from contract funds.

13.2. No equipment shall be purchased under the auspices of the Agreement without prior written authorization of the Authority. All equipment of any kind, purchased or reimbursed with contract funds or furnished by the Authority under the terms of this Agreement and not fully consumed in the performance of this Agreement, shall be considered the property of the Authority.

EXHIBIT E ADDITIONAL PROVISIONS

- 13.3. The Authority may, at its option, repair any damage or replace any lost or stolen items and deduct the cost thereof from the Contractor's invoice to the Authority, or require the Contractor to repair or replace any damaged, lost, or stolen equipment to the satisfaction of the Authority with no expense to the Authority.
- 13.4. The Contractor should maintain an inventory record for each piece of non-expendable equipment purchased or built with funds provided under the terms of this Agreement. The inventory record of each piece of such equipment should include the date acquired, total cost, serial number, model identification (on purchased equipment), and any other information or description necessary to identify said equipment (SAM Section 8600). A copy of the inventory record must be submitted to A copy of the inventory record must be submitted to the Authority on request by the Authority.

14. FORCED, CONVICT, AND INDENTURED LABOR

- 14.1. No foreign-made equipment, materials, or supplies furnished to the California High-Speed Rail Authority pursuant to this contract may be produced in whole or in part by forced labor, convict labor, or indentured labor, or abusive forms of child labor or exploitation of children in sweatshop labor. By submitting a bid to the California High-Speed Rail Authority or accepting a purchase order, the Contractor agrees to comply with this provision of the contract.

15. CONTINGENT FEE

- 15.1. The Contractor warrants by execution of this Contract, that no person or selling agency has been employed or retained to solicit or secure this Contract upon contract 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 Contract 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.

16. NON ELIGIBLE ALIEN CERTIFICATION

EXHIBIT E
ADDITIONAL PROVISIONS

- 16.1. In accordance with 8 U.S. Code Section 1621, the Contractor certifies by execution of this Contract, that they are not an alien who is not:
- a) a qualified alien (as defined in 8 U.S. Code § 1641),
 - b) a nonimmigrant under the Immigration and Nationality Act [8 U.S.C. 1101 et seq.], or
 - c) 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.