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High-Speed Rail Authority

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June 23, 2014

TO: All Interested Parties
FROM: California High-Speed Rail Authority

SUBJECT: ADDENDUM #1 TO THE REQUEST FOR SMALL/MICRO BUSINESS BIDS FOR TRANSLATION AND INTERPRETER SERVICES, HSR#14-02

The California High-Speed Rail Authority is issuing this Addendum to provide notification with regard to the following revisions and additions to this solicitation as follows:

In the contents of the Small Business Option the following revisions are made:

On the Cover Page:

The date has been revised to read: June 23, 2014.

The second paragraph is revised to read:
Please read the enclosed document carefully. The Request for Small Business Bids quotes are due by June 25, 2014. Fax, e-mail, mail, or deliver your response to the contract name listed below no later than 4:00 p.m.

TABLE OF CONTENTS:

Page 2, Attachment 8 Telephonic Interpretation Rate Sheet has been added

Exhibit A, Scope of Work begins on page 20
Exhibit B, Budget Detail and Payment Provisions begins on page 24
Exhibit C, General Terms and Conditions begins on page 26
Exhibit D, Special Terms and Conditions begins on page 30

Key Action Dates, page 4, has been revised to read:

Final Date to Submit Questions: June 24, 2014 no later than 12 pm
Final Date for bid Submission: June 25, 2014 no later than 4 pm

Submission of Bid, page 5, (c) now reads:
Fax, email, mail or deliver bids to the following address:

Required Attachment Check List, page 8 is revised to add:
Attachment 8, Telephonic Interpretation Rate Sheet

Attachment 4, page 11, the following deletions have been made:
Rate per Page, Rate per Proof, Interpreter Cancellation Policy

Attachment 4, page 11, the following addition has been made:
Minimum fees for Translation

Attachment 8, Telephonic Interpretation Rate Sheet, page 19 has been added

In the contents of the Sample Agreement the following revisions are made:

EXHIBIT A, SCOPE OF WORK, page 3 of 5, under STATE RESONSIBILITY at (2), the following revision has been made:

2) Translation requests shall be in writing and accompanied by an electronic version of the document for translation at least 48-hours prior to delivery.

Redlined versions of the RFP and Sample Agreement are attached which contain all changes made in this Addendum.

The Authority's Designated Point-of-Contact for communications concerning this Addendum and sample Standard Agreement shall be as follows:

Andrea Mack, Contracts Analyst
California High-Speed Rail Authority
770 L Street, Suite 800
Sacramento, CA 95814
Telephone: (916) 403-6925
FAX: (916) 322-0827
E-mail: andrea.mack@hsr.ca.gov

REQUEST FOR SMALL/MICRO BUSINESS BIDS
SB Bid # HSR14-02

~~June 18 , 2014~~ **June 23, 2014**

In accordance with Government Code §14838.5, the California High-Speed Rail Authority (CHSRA) is seeking a Request for Small Business (SB) Bids, entitled "Translation and Interpreter Services". The specific services required are delineated in the attached SB Bid Sample Agreement.

Please read the enclosed document carefully. The Request for Small Business Bids quotes are due by June ~~23~~ **25**, 2014. Fax, e-mail, ~~or~~ mail**, or deliver** your response to the contact name listed below no later than 4:00 p.m.

California High-Speed Rail Authority:
Andrea Mack
Telephone: (916) 403-6925
Fax: (916) 322-0827
E-mail: andrea.mack@hsr.ca.gov

Mail Delivery:
California High-Speed Rail Authority
Contract Services Section
Attn: Andrea Mack
770 L Street, Suite 800
Sacramento, CA 95814

If you have questions or should you need any clarifying information the contact person for this bid is:

Andrea Mack
California High-Speed Rail Authority
(916) 403-6925
andrea.mack@hsr.ca.gov

All questions and the answers will be posted on the BidSync system.

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A. Overview

On August 11, 2000, President Clinton signed Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency". The Executive Order requires Federal agencies to examine the services they provide, identify any need for services to those with limited English proficiency (LEP), and develop and implement a system to provide those services so LEP persons can have meaningful access to them.

The purpose of this Request for Small Business Bids is to establish a two (2) year contract (with the option to extend for an additional year), for language translation and interpreter services. These services are to assist the California High-Speed Rail Authority (CHSRA) in its goal to have a quality LEP program.

The CHSRA is overseeing the construction of a multi-billion dollar state-of-the-art high-speed rail system, with 800 miles of track connecting urban centers from San Francisco to San Diego, utilizing trains that operate at speeds of 220 mph. Building this state-of-the-art high-speed rail system will promote a strong, diverse economy.

The anticipated term of this Agreement is 07/1/2014 or upon approval of DGS through 06/30/2016 (for two years with an option for CHSRA to renew the contract for one additional year). The rates bid as response to this Small Business Option will be used for the term of the contract. <u>The cost is not to exceed $100,000.00 for the duration of the contract.</u>

B. Purpose and Description of Services

1. The CHSRA is soliciting quotes for certified interpreters and document translation services on an "as-needed" basis. CHSRA does not guarantee any minimum amount of work as a result of this Bid.
2. A minimum of two (2) bids are being solicited to certified interpreter/translation contractors who are also businesses certified as small business enterprises by the Department of General Services (DGS).
3. The principal responsibility of the Contractor is to provide CHSRA, upon request, certified interpreter services and/or document translation services on an "as needed" basis. The term "certified" as used in this bid means that the person providing the language services shall have on file and make available to the CHSRA upon request a valid certification that specifies the language(s) and is appropriate to the service(s) to be performed (Interpretation and/or Translation). The qualified language professional must be able to interpret effectively, accurately, and impartially, either for individuals with disabilities or for individuals with limited English skills.
4. The term of the contract awarded as a result of this bid will be July 1, 2014 (or upon approval of DGS), through June 30, 2016 (-two calendar years), with an option for CHSRA to renew the contract for one additional year. The option to renew for one additional year rests solely with CHSRA and will be

accomplished through a contract amendment should the CHSRA exercise this option. The renewal rate will be the rate quoted in the original bid.

5. Please refer to Exhibit A, "Scope of Work," for a detailed description of services. All language in Attachment 3 is incorporated by reference and made a part of this bid.
6. The responsive/responsible bidder with the lowest page rate who meets all of the qualifications will be selected. Bidding a range of rates is not acceptable. All contracts are contingent upon available funding.
7. The CHSRA will host several public meetings, throughout the State of California, in which the audience attendance may require oral translation and or interpretation. The length of meetings will vary from two (2) hours to eight (8) hours and estimate (18) meetings during the course of the one year contract. Most of the meetings will occur within the Central Valley of California.
8. The CHSRA will require written translation on a variety of written documents, such as public notices, flyers, vital documents and general correspondence. The CHSRA will expect a turn-around of 4 to 5 days for written materials unless indicated otherwise by CHSRA staff at the time of the request.
9. The CHSRA will interact with Limited English Proficiency (LEP) individuals in a variety of ways during the project planning stages and the initial construction. The initial project planning and construction will occur between Merced and Bakersfield. The oral interpreter services may occur in these counties: Merced, Madera, Fresno, Tulare, Kings and Kern.
10. Contracts may be cancelled for cause or convenience by the CHSRA. In the event of early termination, Contractor shall be paid for services rendered up to the cancellation date, per the contract terms.

C. Bidder Minimum Qualifications

Contractor must complete the attached reference sheet (Attachment 5) and confirm they have a minimum of (5) years' experience in interpreter and/or translation services. References will be contacted to verify services and that products are performed accurately and in a timely manner.

D. Bid Requirements and Information

1. Key Action Dates

Event	Date
Small Business Option available to prospective bidders	June 18, 2014
Final Date to Submit Questions	June ~~20~~ **24**, 2014 no later than ~~4pm~~**12 pm**
Final Date for Bid Submission	June ~~23,~~**25,** 2014 no later than 4pm
Proposed Start Date	July 1, 2014

2. Submission of Bid
    a. All bids shall include the documents identified in Attachment 1 (Checklist). Bids not including the proper "required attachments" shall be deemed non-responsive. A non-responsive bid is one that does not meet the basic bid requirements.
    b. All documents requiring a signature must bear an original signature of a person authorized to bind the bidding firm.
    c. **Fax, email,** ~~Mail~~ **-mail** or deliver bids to the following address:

California High-Speed Rail Authority
770 L Street, Suite 800
Sacramento, CA 95814
Attention: Andrea Mack

    d. Bids must be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and will cause a bid to be rejected.
    e. A bid may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The State may reject any or all bids and may waive an immaterial deviation in a bid. The State's waiver of an immaterial deviation shall in no way modify the bid document or excuse the bidder from full compliance with all requirements if awarded the agreement.
    f. Costs incurred for developing bids 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.
    g. An individual who is authorized to bind the bidder contractually shall sign the Bid/Bidder Certification Sheet, Attachment 2. The signature should indicate the title or position that the individual holds in the firm. An unsigned bid may be rejected.
    h. A bidder may modify a bid after its submission by withdrawing its original bid and resubmitting a new bid prior to the bid submission deadline. Bidder modifications offered in any other manner, oral or written, will not be considered.
    i. The awarding agency may modify the bid prior to the date fixed for submission of bids by the issuance of an addendum to all parties who received a bid package.
    j. The awarding agency reserves the right to reject all bids. The agency is not required to award an agreement.
    k. Before submitting a response to this solicitation, bidders should review, correct all errors and confirm compliance with the bid requirements.
    l. The State does not accept alternate contract language from a prospective Contractor. A bid with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions (GTC) are not negotiable.
    m. No oral understanding or agreement shall be binding on either party.

3. Evaluation and Selection
    a. At the time of receipt, each bid will be checked for the presence or absence of required information in conformance with the submission requirements of this bid.
    b. The State will evaluate each bid to determine its responsiveness to the published requirements.
    c. Bids 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 responsive responsible bidder.

4. Award
    a. Mandatory references, certificates, and cost worksheets shall be reviewed by the CHSRA. The contract shall be awarded to the small business bidder that submits the lowest responsive, responsible bid. In accordance with Government Code §14838.5, the CHSRA may award a contract less than $250,000 to a certified small, micro, or disabled veteran business enterprise.
    b. In the event of a tie, the CHSRA shall determine the tiebreaker by a coin toss. Such event must be observed by witnesses.

5. Disposition of Bids
    a. Upon bid opening, all documents submitted in response to the bids will become the property of the State of California, and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public.

6. Agreement Execution and Performance
    a. Performance shall start not later than seven (7) days, or on the express date set by the awarding agency and the Contractor, after all approvals have been obtained and the agreement is fully executed. Should the Contractor fail to commence work at the agreed upon time, the awarding agency, upon five (5) days written notice to the Contractor, reserves the right to terminate the agreement
    b. All performance under the agreement shall be completed on or before the termination date of the agreement.

E. Required Certifications

1. Contractor must submit the California Small Business Enterprise certification. For more information, visit http://www.dgs.ca.gov/pd/Programs/OSDS/GetCertified.aspx.

Refer to the following pages for additional Required Attachments that are a part of this agreement.

ATTACHMENT 1

REQUIRED ATTACHMENT CHECK LIST

A complete bid or bid package will consist of the items identified below.

Complete this checklist to confirm the items in your bid. Place a check mark or "X" next to each item that you are submitting to the State. For your bid to be responsive, all required attachments must be returned. This checklist should be returned with your bid package also.

Attachment	Attachment Name/Description
☐ Attachment 1	Required Attachment Check List
☐ Attachment 2	Bid/Bidder Certification Sheet
☐ Attachment 3	Certified Interpreter Rate Sheet
☐ Attachment 4	Certified Translation Rate Sheet
☐ Attachment 5	Bidder References
☐ Attachment 6	Payee Data Record (STD 204)
☐ Attachment 7	Contractor Certification Clauses (CCC-307)
☐ **Attachment 8**	**Telephonic Interpretation Rate Sheet**

ATTACHMENT 2

BID/BIDDER CERTIFICATION SHEET

This Bid/Bidder Certification Sheet must be signed and returned along with all the "required attachments" as an entire package with original signatures. The bid must be transmitted in accordance with bid instructions.

A. Our all-inclusive bid is submitted as detailed in Attachment 3-3.1 Cost Sheet.

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 bid document. The signature below authorizes the verification of this certification.

An Unsigned Bid/Bidder Certification Sheet May Be Cause for Rejection

1. Company Name	2. Telephone Number ( )	3. Fax Number ( )
4. Address		
5. Indicate your organization type: ☐ Sole Proprietorship	☐ Partnership	☐ Corporation
6. Indicate the applicable employee and/or corporation number: Federal Employee ID No.	California Corporation No.	
7. Indicate applicable license and/or certification information:		
8. Bidder's Name (print)	Title	
9 Signature	Date	
10 Are you certified with the Department of General Services, Office of Small Business Certification and Resources (OSBCR) as: California Small Business ☐ Yes ☐ No If yes, enter certification number:	Disabled Veteran Business Enterprise ☐ Yes ☐ No If yes, enter certification number:	
NOTE: A copy of your Certification is required to be included if either of the above items Date application was submitted to DGS, if an application is in progress:		

ATTACHMENT 3
Certified Interpreter Rate Sheet

Name of Company: _____

Telephone Number: _____ Fax Number: _____

Language	½ Day Rate (4 hours)	Full Day Rate (8 hours)
Spanish	$	$
Japanese	$	$
Vietnamese	$	$
Laotian	$	$
Chinese (Mandarin)	$	$
German	$	$
Tagalog	$	$
Hindi	$	$
Korean	$	$
Portuguese	$	$
Russian	$	$
American Sign Language	$	$

Interpreter Cancellation Policy: (calculated by business days vs. calendar days)

Cancellation Fee if 48 hour notice	No Charge
Cancellation Fee if 24-36 hours	Minimum Half-Day Charge
Cancellation Fee with less than 24 hour notice	Full fee for time booked not to exceed three (3) days

Note: All services performed are paid in arrears according to billing cycle indicated above.

ATTACHMENT 4
Certified Translation Rate Sheet

Name of Company: _____

Telephone Number: _____ Fax Number: _____

Language	Rate per Word	~~Rate per Page~~	~~Rate per Proof~~
Spanish	$	~~$-~~	~~$-~~
Japanese	$	~~$-~~	~~$-~~
Vietnamese	$	~~$-~~	~~$-~~
Laotian	$	~~$-~~	~~$-~~
Chinese (Mandarin)	$	~~$-~~	~~$-~~
German	$	~~$-~~	~~$-~~
Tagalog	$	~~$-~~	~~$-~~
Hindi	$	~~$-~~	~~$-~~
Korean	$	~~$-~~	~~$-~~
Portuguese	$	~~$-~~	~~$-~~
Russian	$	~~$-~~	~~$-~~

~~**Interpreter Cancellation Policy:**~~	~~(calculated by business days vs. calendar days)~~
~~Cancellation Fee if 48 hour notice~~	~~No charge~~
~~Cancellation Fee if 24-36 hours notice~~	~~Minimum half-day charge~~
~~Cancellation Fee with less than 24 hour notice~~	~~Full fee for time booked not to exceed three (3) days~~

~~**Note**: All services performed are paid monthly in arrears according to payment provisions as indicated in Budget Detail and Payment Provisions (Exhibit B).~~

Minimum Fees for Translation:

ATTACHMENT 5

BIDDER REFERENCES

Submission of this attachment is mandatory. Failure to complete and return this attachment with your bid will cause your bid to be rejected and deemed nonresponsive.

List below three references for services performed within the last five years, which are similar to the scope of work to be performed in this contract. References will be contacted to verify services and that products are performed accurately and in a timely manner.

REFERENCE 1		
Name of Firm:		
Street Address City: State: Zip:		
Contact Person:	Title:	Telephone # ( )
Dates of Service:	Value or Cost of Service:	
Brief Description of Service Provided:		

REFERENCE 2		
Name of Firm:		
Street Address City: State: Zip:		
Contact Person:	Title:	Telephone # ( )
Dates of Service:	Value or Cost of Service:	
Brief Description of Service Provided:		

REFERENCE 3		
Name of Firm:		
Street Address City: State: Zip:		
Contact Person:	Title:	Telephone # ( )
Dates of Service:	Value or Cost of Service:	
Brief Description of Service Provided:		

ATTACHMENT 6

STATE OF CALIFORNIA-DEPARTMENT OF FINANCE

PAYEE DATA RECORD

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

STD. 204 (Rev. 6-2003)

1

INSTRUCTIONS: Complete all information on this form. Sign, date, and return to the State agency (department/office) address shown at the bottom of this page. Prompt return of this **fully completed** form will prevent delays when processing payments. Information provided in this form will be used by State agencies to prepare Information Returns (1099). See reverse side for more information and Privacy Statement.

NOTE: Governmental entities, federal, State, and local (including school districts), are not required to submit this form.

2

PAYEE'S LEGAL BUSINESS NAME (Type or Print)	
SOLE PROPRIETOR – ENTER NAME AS SHOWN ON SSN (Last, First, M.I.)	**E-MAIL ADDRESS**
MAILING ADDRESS	**BUSINESS ADDRESS**
CITY, STATE, ZIP CODE	**CITY, STATE, ZIP CODE**

3

PAYEE ENTITY TYPE

CHECK ONE BOX ONLY

ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN): ___ - _____

☐ **PARTNERSHIP**

☐ **ESTATE OR TRUST**

CORPORATION:
- ☐ **MEDICAL** (e.g., dentistry, psychotherapy, chiropractic, etc.)
- ☐ **LEGAL** (e.g., attorney services)
- ☐ **EXEMPT** (nonprofit)
- ☐ **ALL OTHERS**

☐ **INDIVIDUAL OR SOLE PROPRIETOR ENTER SOCIAL SECURITY NUMBER:** ___ - __ - ____

(SSN required by authority of California Revenue and Tax Code Section 18646)

NOTE: Payment will not be processed without an accompanying taxpayer I.D. number.

4

PAYEE RESIDENCY STATUS

☐ California resident - Qualified to do business in California or maintains a permanent place of business in California.

☐ California nonresident (see reverse side) - Payments to nonresidents for services may be subject to State income tax withholding.
- ☐ No services performed in California.
- ☐ Copy of Franchise Tax Board waiver of State withholding attached.

5

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

AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print)		**TITLE**
SIGNATURE	**DATE**	**TELEPHONE** ( )

6

Please return completed form to:

Department/Office: California High-Speed Rail Authority

Unit/Section: Office of Contracts and Procurement

Mailing Address: 770 L Street, Suite 800

City/State/Zip: Sacramento, CA 95814

Telephone: (916) 403-6925 **Fax:** (916) 322-0827

E-mail Address: Andrea.Mack@hsr.ca.gov

STATE OF CALIFORNIA-DEPARTMENT OF FINANCE

PAYEE DATA RECORD

STD. 204 (Rev. 6-2003) (REVERSE)

1	**Requirement to Complete Payee Data Record, STD. 204** A completed Payee Data Record, STD. 204, is required for payments to all non-governmental entities and will be kept on file at each State agency. Since each State agency with which you do business must have a separate STD. 204 on file, it is possible for a payee to receive this form from various State agencies. Payees who do not wish to complete the STD. 204 may elect to not do business with the State. If the payee does not complete the STD. 204 and the required payee data is not otherwise provided, payment may be reduced for federal backup withholding and nonresident State income tax withholding. Amounts reported on Information Returns (1099) are in accordance with the Internal Revenue Code and the California Revenue and Taxation Code.
2	Enter the payee's legal business name. Sole proprietorships must also include the owner's full name. An individual must list his/her full name. The mailing address should be the address at which the payee chooses to receive correspondence. Do not enter payment address or lock box information here.
3	Check the box that corresponds to the payee business type. Check only one box. Corporations must check the box that identifies the type of corporation. The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State provide their Taxpayer Identification Number (TIN). The TIN is required by the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a). The TIN for individuals and sole proprietorships is the Social Security Number (SSN). Only partnerships, estates, trusts, and corporations will enter their Federal Employer Identification Number (FEIN).
4	**Are you a California resident or nonresident?** A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California. A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident. For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident. Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are $1,500 or less for the calendar year. For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below: Withholding Services and Compliance Section: 1-888-792-4900 E-mail address: wscs.gen@ftb.ca.gov For hearing impaired with TDD, call: 1-800-822-6268 Website: www.ftb.ca.gov
5	Provide the name, title, signature, and telephone number of the individual completing this form. Provide the date the form was completed.
6	This section must be completed by the State agency requesting the STD. 204.
	Privacy Statement Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, State, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it. It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and State law imposes noncompliance penalties of up to $20,000. You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the State agency(ies) with which you transact that business. All questions should be referred to the requesting State agency listed on the bottom front of this form.

ATTACHMENT 7

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.

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

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 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 agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweat-free Code of Conduct as set forth on the California

Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

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

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

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

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

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

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

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

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

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

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

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

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

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

ATTACHMENT 8
Telephonic Interpretation Rate Sheet

Name of Company: _____

Telephone Number: _____ Fax Number: _____

Language	Rate per -Minute
Spanish	$
Japanese	$
Vietnamese	$
Laotian	$
Chinese (Mandarin)	$
German	$
Tagalog	$
Hindi	$
Korean	$
Portuguese	$
Russian	$

Note: All services performed are paid monthly in arrears according to payment provisions as indicated in Budget Detail and Payment Provisions (Exhibit B).

EXHIBIT A
SCOPE OF WORK

PURPOSE

Purpose of this contract is to provide qualified interpretation services for the California High-Speed Rail Authority when required during all aspects of planning, building and operation of the high-speed rail.

Contractor agrees to provide the California High-Speed Rail Authority (CHSRA) qualified and experienced language professionals with relevant specialist knowledge in the required field of expertise, as applicable, in performance of the services requested.

Qualified interpreter means an interpreter who is able to interpret effectively, accurately, and impartially, either of individuals with disabilities or for individuals with limited English skills. The interpreter should be able to interpret both receptively and expressively, using any necessary specialized vocabulary. The interpreter should be experienced in interpreting for one person and for large groups and or audience.

MINIMUM QUALIFICATIONS

- All interpreters and translators, as applicable, have been tested and certified by a professional organization or association recognized as qualified by the industry; and
- All interpreters or translators, as applicable, possess a valid certification (expiration date has not elapsed) that specifies the language(s) and is appropriate to the service(s) to be performed (Interpretation and/or Translation, Proofreading); and
- The certification issued was as a result of the administration of a competency test to measure the interpreter and/or translator's level of skill, in the applicable language(s); and
- Documentation is provided that certifies the interpreter has engaged in continuous education training that includes grammar, pronunciation, etymology, improvisation techniques, ethics and cultural awareness and
- All interpreters and translators have a minimum of two years of professional experience performing interpretation or translation services; and
- All interpreters have the ability to communicate accurately in both English and in the other language, as well as employ the appropriate mode of interpreting (e.g. consecutive, simultaneous, summarization, or sight translation); and
- All interpreters or translators, as applicable, understand and follow confidentiality and impartiality rules to the same extent as an Authority employee for whom they are interpreting or to the extent that their position requires; and
- All interpreters or translators, as applicable, understand and adhere to their role as interpreter without deviating into a role as counselor, legal advisor, or other inappropriate role.

Services are to be provided in accordance with the terms and conditions of this contract, and the rates included in the Contractor's bid, - which – is incorporated by reference and made part of this agreement.

The term of this contract is 07/1/2014 or upon DGS approval through 06/30/2016 (for one year with an option for CHSRA to renew the contract for one additional year). The rates bid as response to this Small Business Option will be used for the term of the contract. The cost is not to exceed $100,000.00 for the duration of the contract.

TYPE OF SERVICE

1) On-Site/In-Person interpreters throughout the State of California
2) Document translation and Proofreading. Proofreading in this instance consists of reading through documents provided by the Authority to the Contractor for translation. This also includes adding additional language to amend a previously translated document.
3) Editing and final proofreading to ensure accurate written or verbal interpretation. It is the Contractor's responsibility to provide correct and accurate editing and proofreading of all documents requested by the Authority. Translations/interpretations are considered substandard when they result in omissions or incorrect meanings from that intended in the original language or document; when they are not grammatically correct; when idioms and acronyms are incorrectly translated/interpreted; when formatting is omitted in the translated version; and when incorrect spelling in used in the translated version. Any inaccuracies will be corrected by the Contractor at the Contractor's cost.
4) Coordination of interpreter staffing
5) Expert staff able to interpret at CHSRA meetings where discussions may be technical in nature and include dialogue on the following:
    - Engineering
    - Right of Way issues
    - Cost comparisons
6) Telephonic interpretation. A toll free number and access code will be provided. Users will have access to a live operator 24/7/365. The operator will connect to an interpreter the language selected with an average connection time of 30 seconds or less.
    - Customized reporting.
    - A dedicated Account Manager to oversee the contract, account setup, training and will assist with any troubleshooting.
    - Services billed per minute of usage. Services billed on a monthly basis at the end of each month.
    - No monthly service fees and no minimum usage requirements.
7) In addition to languages already listed in the contract, the Contractor will also need to be able to complete verbal translation of the following languages:
    - Laotian
    - German
    - Hindi
    - American Sign Language

The most common document translations will be English to Spanish and Mandarin. Contractor will also need to be able to complete document translations in any of the following languages:

- Spanish
- Japanese
- Vietnamese
- Laotian
- Chinese (Mandarin)
- German
- Tagalog
- Hindu
- Korean
- Portuguese
- Russian

STATE RESPONSIBILITY

1) Whenever possible, CHSRA shall provide at least three (3) calendar days' notice to the Contractor, by either telephone or written request for the Certified Interpreter services. The request shall state the nature of the meeting, the time, location and date (s) and the case number.
2) ~~Transcription~~ **Translation** requests shall be in writing and accompanied by an electronic version of the document for translation at least 48-hours prior to delivery.

CONTRACTOR RESPONSIBILITY

1) Document translation requires an immediate turnaround of 4 to 5 days for written materials unless indicated otherwise by CHSRA staff at the time of the request.
2) Contractor shall send invoices, billings and other correspondence related to Contractor's services to the CHSRA Headquarters.
3) Contractor agrees to provide all labor, materials, tools, equipment and supervision and shall pay all expenses including, but not limited to, travel mileage, parking, taxes, insurance, bonds, license and permit fees, and any other costs incidental to providing the services listed below on an "as needed" basis.
4) CHSRA does not guarantee any minimum amount of work under this contract.

CANCELLATION POLICY

- Cancellations made at least 48-hours prior to the scheduled appearance will incur no cancellation fee.
- Cancellations made with at least 24-hours, but are not less than 48 hours will incur a half-day charge.
- Cancellations made with less than 24-hour notice will be charged for the time scheduled with the exception of Certified Interpreter bookings in excess of three days.
- If an interpreter is booked for more than three days, the maximum cancellation fee shall be three days regardless of time originally booked.

ADDITIONAL REQUIREMENTS

For all translators, the Contractor certifies:

- Information is maintained to verify translator's knowledge of the written language equivalent to that of a university-educated native speaker (baccalaureate level), or continuous education/training and two years' experience working for the state, local or federal government as a contracted translator to ensure accuracy of translations using a wide range of vocabulary and language skills that include grammar, pronunciation, etymology, improvisation techniques, and cultural awareness;
- Information is maintained that specifies how the translator's language fluency is verified/tested;
- The date translator's fluency was verified/tested is maintained on file;
- Documentation is available that identifies language(s) in which the translator is qualified;
- Documentation to identify the level of competency verified/tested (e.g., general conversational, legal, medical or scientific) and the score or rating assigned to identify the translators' level of fluency;
- Documentation that certifies the translator has a minimum of two years of professional experience satisfactorily performing translator services in the applicable language; and
- Documentation that certifies the interpreter engages in continuing education/training that includes grammar, pronunciation, etymology, improvisational techniques, ethics and cultural awareness.

TRANSLATING VITAL DOCUMENTS

Examples of vital documents for translation include, but not limited to:

- Applications, consent forms and complaint forms.
- Letters containing important information regarding "Right of Way" and project timelines.
- Notices pertaining to reduction, denial or termination of services or benefits and of the right to appeal such actions.
- Notices that require a response from beneficiaries and general notices.
- Information on the right to file complaints of discrimination and instruction on how to file.
- Information on the provision of services to individuals with disabilities.
- Notices advising LEP persons of the availability of free language assistance.
- Notices of proposed public hearings regarding the proposed High-Speed Rail plans, projects or changes.
- Project documents as deemed necessary.
- Signs in reception areas and other points of public entry.

EXHIBIT B
(Budget Detail and Payment Provisions)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. For all orders, Contractor is to be reimbursed at the rates in the attached Rate Sheets (Attachments 3-4), which are incorporated and made a part of this contract. CHSRA does not guarantee any minimum amount of work under this contract. Transcripts are prepared only upon request.

2. The maximum amount of this Agreement is not to exceed $100,000.00.

INVOICING AND PAYMENT

1. For services satisfactorily rendered pursuant to the Scope of Work, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor in accordance with the rates specified herein, which is attached hereto and made part of this Agreement.

2. Upon submission of itemized invoices in triplicate, CHSRA shall pay the Contractor monthly in arrears. Invoices shall be on company letterhead and shall include:

   ☐ Date the order was received
   ☐ CHSRA contract number (a contract number will be presented to the bidder upon award of contract)
   ☐ Applicable rate and total dollar amount

   The following certification shall be included on each invoice and signed by an 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, including but not limited to a Government Entity contract, subcontract or other procurement method.

Financial Operations Section California High-Speed Rail Authority 770 L Street, Suite 800 Sacramento, CA 95814 **(1 Original and 1 Copy)**	Contract Manager California High-Speed Rail Authority 770 L Street, Suite 800 Sacramento, CA 95814 **(1 Copy)**

3. This Agreement may be amended during the original term as deemed necessary by CHSRA. Amendment(s) must be in writing, signed by both parties and approved as required to be valid.

BUDGET CONTINGENCY CLAUSE

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

2. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer agreement amendment to Contractor to reflect the reduced amount.

PROMPT PAYMENT CLAUSE

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

EXHIBIT C
(General Terms and Conditions)

THESE PROVISIONS ARE NON NEGOTIABLE

GTC 610

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

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

5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the

manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR*:* Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40*),* marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

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

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:
1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid 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 bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an 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 by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. 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 Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but

not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS**:**

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: 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 Business and Professions Code. (PCC 10344(e).)

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. **Ownership of Data:**

   The State owns data filed with or collected by the Contractor in both hardcopy, electronic and Internet formats. Data, in all forms, is the property of the State of California and copyrights, trademarks, service-marks, or patents will not be filed that infringe on the exclusive ownership by the State.

2. **Agency Liability**

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

3. **Potential Subcontractors**

   Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State 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 persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

4. **Confidentiality of Data**

   All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the Contractor in order to carry out this agreement, or which become available to the Contractor in carrying out this agreement, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this agreement, or is rightfully obtained from third parties.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

5. Rights in Data

All technical communications and records originated or prepared by the Contractor pursuant to this agreement including papers, reports, charts, computer programs and other documentation, but not including the Contractor's administrative communications and records relating to this agreement shall be delivered to and shall become the exclusive property of the State and may be copyrighted by the State.

The ideas, concepts, know-how, or techniques relating to data processing, developed during the course of this agreement by the Contractor or jointly by the Contractor and the State can be used by either party in any way it may deem appropriate.

This agreement shall not preclude the Contractor from developing materials outside this agreement, which are competitive, irrespective of their similarity to materials which might be delivered to the State pursuant to this agreement.

6. Disputes

Any dispute concerning a question of fact arising under the terms of this agreement which is not disposed of within a reasonable period of time (ten days) by the Contractor and State employees normally responsible for the administration of this contract shall be brought to the attention of the Chief Executive Office (or designated representative) of each organization for joint resolution (Public Contract Code Section 22200 and California Code Regulations, Title 1, section 300 et seq.).

7. Right to Terminate

The State reserves the right to terminate this agreement subject to 30 days written notice to the Contractor. The Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

8. Force Majeure

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 disaster, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, government statutes or regulations superimposed after the fact. If a delay or failure in performance by the Contractor arises out of a default of its subcontractor, and if the services to be furnished by the subcontractor were not obtainable from other sources, without the fault or negligence of either the Contractor or subcontractor, in sufficient time to permit the Contractor to meet the required performance schedule, neither shall be liable for any excess cost for failure to perform.

STATE OF CALIFORNIA

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)

☐ _____

AGREEMENT NUMBER	AMENDMENT NUMBER
HSR 14-02	
REGISTRATION NUMBER:	

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

STATE AGENCY'S NAME
California High-Speed Rail Authority

CONTRACTOR'S NAME
To Be Determined

2. The term of this Agreement is: **July 1, 2014** through **June 30, 2016** or upon DGS approval, whichever is later.

3. The maximum amount of this Agreement after this amendment is: **$100,000.00** **One Hundred Thousand Dollars and No Cents**

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

Exhibit A – Scope of Work	5 page(s)
Exhibit B – Budget Detail and Payment Provisions	2 page(s)
Exhibit C* - General Terms and Conditions	4 page(s)

Check mark one item below as Exhibit D:

X Exhibit – D Special Terms and Conditions (Attached hereto as part of this agreement) 2 page(s)

Exhibit – D* Special Terms and Conditions

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at http://www.documents.dgs.ca.gov/ols/GTC-610.doc

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

CONTRACTOR		**CALIFORNIA Department of General Services Use Only**
CONTRACTOR'S NAME *(If other than an individual, state whether a corporation, partnership, etc.)*		
BY *(Authorized Signature)* ✍	DATE SIGNED *(Do not type)*	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
STATE OF CALIFORNIA		
AGENCY NAME California High-Speed Rail Authority		
BY *(Authorized Signature)* ✍	DATE SIGNED *(Do not type)*	
PRINTED NAME AND TITLE OF PERSON SIGNING Jeff Morales, Chief Executive Officer		☐ Exempt per:
ADDRESS 770 L Street, Suite 800 Sacramento, CA 95814		

SAMPLE

EXHIBIT A
SCOPE OF WORK

PURPOSE

Purpose of this contract is to provide qualified interpretation services for the California High-Speed Rail Authority when required during all aspects of planning, building and operation of the high-speed rail.

Contractor agrees to provide the Authority qualified and experienced language professionals with relevant specialist knowledge in the required field of expertise, as applicable, in performance of the services requested.

Qualified interpreter means an interpreter who is able to interpret effectively, accurately, and impartially, either of individuals with disabilities or for individuals with limited English skills. The interpreter should be able to interpret and proof both receptively and expressively, using any necessary specialized vocabulary. The Interpreter should be experienced in interpreting for one person and for large groups and or an audience.

MINIMUM QUALIFICATIONS

- All interpreters, translators, and proof readers, as applicable, have been tested and certified by a professional organization or association recognized as qualified by the industry; and
- All interpreters, translators and proofreaders, as applicable, possess a valid certification (expiration date has not elapsed) that specifies the language(s) and is appropriate to the service(s) to be performed (Interpretation, and/or Translation, Proofreading); and
- The certification issued was as a result of the administration of a competency test to measure the interpreter, translator, or proofreader's level of skill, in the applicable language(s); and
- Documentation is provided that certifies the interpreter has engaged in continuous education training that includes grammar, pronunciation, etymology, improvisation techniques, ethics and cultural awareness; and
- All interpreters, translators, and proofreaders have a minimum of two years of professional experience performing interpretation, translation, or proofreading services; and
- All interpreters have the ability to communicate accurately in both English and in the other language, as well as employ the appropriate mode of interpreting or proof readers (e.g. consecutive, simultaneous, summarization, or sight translation); and
- All interpreters, translators, or proof readers as applicable, understand and follow confidentiality and impartiality rules to the same extent as an Authority employee for whom they are interpreting or to the extent that their position requires; and
- All interpreters, translators, and proofreaders, as applicable, understand and adhere to their role as interpreter without deviating into a role as counselor, legal advisor, or other inappropriate role.

SAMPLE

EXHIBIT A
SCOPE OF WORK

SAMPLE

TYPE OF SERVICE

1) On-Site/In-Person interpreters throughout the State of California
2) Document translation and Proofreading. Proofreading in this instance consists of reading through documents provided by the Authority to the contractor for translation. This also includes adding additional language to amend a previously translated document.
3) Editing and final proofreading to ensure accurate written or verbal interpretation. It is the contractor's responsibility to provide correct and accurate editing and proofreading of all documents requested by the Authority. Translations/interpretations are considered substandard when they result in omissions or incorrect meanings from that intended in the original language or document; when they are not grammatically correct; when idioms and acronyms are incorrectly translated/interpreted; when formatting is omitted in the translated version; and when incorrect spelling in used in the translated version. Any in accuracies will be corrected by the Contractor at the Contractor's cost.
4) Coordination of interpreter staffing.
5) Expert staff able to interpret at CHSR meetings where discussions may be technical in nature and include dialogue on the following:
   A) Engineering
   B) Right of Way issues
   C) Cost comparisons
6) Telephonic interpretation. A toll free number and access code will be provided. Users will have access to a live operator 24/7/365. The operator will connect to an interpreter the language selected with an average connection time of 30 seconds or less.
   A) Customized reporting.
   B) A dedicated Account Manager to oversee the contract, account setup, training and will assist with any troubleshooting.
   C) Services billed per minute of usage. Services billed on a monthly basis at the end of each month.
   D) No monthly service fees and no minimum usage requirements.
7) In addition to languages already listed in the contract, the Contractor will also need to be able to complete verbal translation of the following languages:
   A) Laotian
   B) German
   C) Hindi
   D) American Sign Language

EXHIBIT A
SCOPE OF WORK

The most common document translations will be English to Spanish and Mandarin. Contractor will also need to be able to complete document translations in any of the following languages:

- Spanish
- Japanese
- Vietnamese
- Laotian
- Chinese (Mandarin)
- German
- Tagalog
- Hindu
- Korean
- Portuguese
- Russian

STATE RESPONSIBILITY

1) Whenever possible, CHSRA shall provide at least three (3) calendar days' notice to the Contractor, by either telephone or written request for the Certified Interpreter services. The request shall state the nature of the meeting, the time, location and date (s) and the case number.

2) ~~Transcription~~ **Translation** requests shall be in writing and accompanied by an electronic version of the document for translation at least 48-hours prior to delivery.

CONTRACTOR RESPONSIBILITY

1) Document translation requires an immediate turnaround of 4 to 5 days for written materials unless indicated otherwise by CHSRA staff at the time of the request.

2) Contractor shall send invoices, billings and other correspondence related to Contractor's services to the CHSRA Headquarters.

3) Contractor agrees to provide all labor, materials, tools, equipment and supervision and shall pay all expenses including, but not limited to, travel mileage, parking, taxes, insurance, bonds, license and permit fees, and any other costs incidental to providing the services listed below on an "as needed" basis.

4) CHSRA does not guarantee any minimum amount of work under this contract.

SAMPLE

EXHIBIT A
SCOPE OF WORK

CANCELLATION POLICY

- Cancellations made at least 48-hours prior to the scheduled appearance will incur no cancellation fee.
- Cancellations made with at least 24-hours, but are not less than 48 hours will incur a half-day charge.
- Cancellations made with less than 24-hour notice will be charged for the time scheduled with the exception of Certified Interpreter bookings in excess of three days.
- If an interpreter is booked for more than three days, the maximum cancellation fee shall be three days regardless of time originally booked.

ADDITIONAL REQUIREMENTS

For all translators, the Contractor certifies:

- Information is maintained to verify translator's knowledge of the written language equivalent to that of a university-educated native speaker (baccalaureate level), or continuous education/training and two years' experience working for the state, local or federal government as a contracted translator to ensure accuracy of translations using a wide range of vocabulary and language skills that include grammar, pronunciation, etymology, improvisation techniques, and cultural awareness;
- Information is maintained that specifies how the translator's language fluency is verified/tested;
- The date translator's fluency was verified/tested is maintained on file;
- Documentation is available that identifies language(s) in which the translator is qualified;
- Documentation to identify the level of competency verified/tested (e.g., general conversational, legal, medical or scientific) and the score or rating assigned to identify the translators' level of fluency;
- Documentation that certifies the translator has a minimum of two years of professional experience satisfactorily performing translator services in the applicable language; and
- Documentation that certifies the interpreter engages in continuing education/training that includes grammar, pronunciation, etymology, improvisational techniques, ethics and cultural awareness.

TRANSLATING VITAL DOCUMENTS

Examples of vital documents for translation include, but not limited to:

- Applications, consent forms and complaint forms.
- Letters containing important information regarding "Right of Way" and project timelines.
- Notices pertaining to reduction, denial or termination of services or benefits and of the right to appeal such actions.
- Notices that require a response from beneficiaries and general notices.
- Information on the right to file complaints of discrimination and instruction on how to file.
- Information on the provision of services to individuals with disabilities.

SAMPLE

EXHIBIT A
SCOPE OF WORK

- Notices advising LEP persons of the availability of free language assistance.
- Notices of proposed public hearings regarding the proposed High-Speed Rail plans, projects or changes.
- Project documents as deemed necessary.
- Signs in reception areas and other points of public entry.

SAMPLE

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

BUDGET DETAIL AND PAYMENT PROVISIONS

1. For all orders, Contractor is to be reimbursed at the rates in the attached Rate Sheets (Attachments 3-4), which are incorporated and made a part of this contract. CHSRA does not guarantee any minimum amount of work under this contract. Transcripts are prepared only upon request.

2. The maximum amount of this Agreement is not to exceed $100,000.00.

INVOICING AND PAYMENT

1. For services satisfactorily rendered pursuant to the Scope of Work, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor in accordance with the rates specified herein, which is attached hereto and made part of this Agreement.

2. Upon submission of itemized invoices in triplicate, CHSRA shall pay the Contractor monthly in arrears. Invoices shall be on company letterhead and shall include:

   ☐ Date the order was received
   ☐ CHSRA contract number (a contract number will be presented to the bidder upon award of contract)
   ☐ Applicable rate and total dollar amount

The following certification shall be included on each invoice and signed by an 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, including but not limited to a Government Entity contract, subcontract or other procurement method.

Financial Operations Section California High-Speed Rail Authority 770 L Street, Suite 800 Sacramento, CA 95814 **(1 Original and 1 Copy)**	Contract Manager California High-Speed Rail Authority 770 L Street, Suite 800 Sacramento, CA 95814 **(1 Copy)**

3. This Agreement may be amended during the original term as deemed necessary by CHSRA. Amendment(s) must be in writing, signed by both parties and approved as required to be valid.

SAMPLE

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

BUDGET CONTINGENCY CLAUSE

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

2. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer agreement amendment to Contractor to reflect the reduced amount.

PROMPT PAYMENT CLAUSE

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

SAMPLE

EXHIBIT C
(General Terms and Conditions)

THESE PROVISIONS ARE NON NEGOTIABLE

GTC 610

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

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

5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

SAMPLE

8. INDEPENDENT CONTRACTOR*:* Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

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

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

SAMPLE

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:
1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid 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 bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an 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 by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. 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 Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

SAMPLE

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS**:**

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: 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 Business and Professions Code. (PCC 10344(e).

SAMPLE

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. **Ownership of Data:**

   The State owns data filed with or collected by the Contractor in both hardcopy, electronic and Internet formats. Data, in all forms, is the property of the State of California and copyrights, trademarks, service-marks, or patents will not be filed that infringe on the exclusive ownership by the State.

2. **Agency Liability**

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

3. **Potential Subcontractors**

   Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State 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 persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

4. **Confidentiality of Data**

   All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the Contractor in order to carry out this agreement, or which become available to the Contractor in carrying out this agreement, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the Contractor. If the methods and procedures employed by the Contractor for the protection of the Contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The Contractor shall not be required under the provisions of this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this agreement, or is rightfully obtained from third parties.

SAMPLE

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

SAMPLE

5. Rights in Data

All technical communications and records originated or prepared by the Contractor pursuant to this agreement including papers, reports, charts, computer programs and other documentation, but not including the Contractor's administrative communications and records relating to this agreement shall be delivered to and shall become the exclusive property of the State and may be copyrighted by the State.

The ideas, concepts, know-how, or techniques relating to data processing, developed during the course of this agreement by the Contractor or jointly by the Contractor and the State can be used by either party in any way it may deem appropriate.

This agreement shall not preclude the Contractor from developing materials outside this agreement, which are competitive, irrespective of their similarity to materials which might be delivered to the State pursuant to this agreement.

6. Disputes

Any dispute concerning a question of fact arising under the terms of this agreement which is not disposed of within a reasonable period of time (ten days) by the Contractor and State employees normally responsible for the administration of this contract shall be brought to the attention of the Chief Executive Office (or designated representative) of each organization for joint resolution (Public Contract Code Section 22200 and California Code Regulations, Title 1, section 300 et seq.).

7. Right to Terminate

The State reserves the right to terminate this agreement subject to 30 days written notice to the Contractor. The Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

8. Force Majeure

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 disaster, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, government statutes or regulations superimposed after the fact. If a delay or failure in performance by the Contractor arises out of a default of its subcontractor, and if the services to be furnished by the subcontractor were not obtainable from other sources, without the fault or negligence of either the Contractor or subcontractor, in sufficient time to permit the Contractor to meet the required performance schedule, neither shall be liable for any excess cost for failure to perform.