



**GOLDEN GATE BRIDGE, HIGHWAY AND TRANSPORTATION DISTRICT
CONTRACT NO. 2024-D-001-05, ON-CALL IT PROJECT MANAGEMENT SERVICES**

THIS CONTRACT is effective December 1, 2024 ("Effective Date"), by and between the GOLDEN GATE BRIDGE, HIGHWAY AND TRANSPORTATION DISTRICT ("District") and KAYGEN, INC. ("Contractor") for On-Call IT Project Management Services (the "Services").

1. **REPRESENTATIONS AND WARRANTIES.** Contractor agrees to provide the Services in accordance with the terms and conditions of this Contract. In the performance of this Contract, Contractor represents and warrants that:
 - a. It has and will exercise the degree of professional care, skill, efficiency, and judgment of Contractors with special expertise in providing the Services.
 - b. It carries all applicable licenses, certificates, and registrations in current and good standing that may be required to perform the Services, and that it will retain all such licenses, certificates, and registrations in active status throughout the duration of the Contract.
 - c. It is a corporation duly organized, validly existing and in good standing under the laws of the State of California, and has the authority to do business in the State of California.
 - d. It has authority and legal capacity to enter into and perform its obligations under this Contract.
 - e. Except as disclosed in writing to District before the Effective Date of this Contract, there are no pending legal proceedings, claims or demands against Contractor, which could reasonably be expected to have a material and adverse effect on this Contract.
 - f. It has no interest, and agrees that it will not acquire any interest, that would present a conflict of interest, as defined in Section 24 of this Contract, during the performance of this Contract.
2. **SCOPE OF SERVICES.** The scope of the Services consists of the services set forth in Part 2 of the Request for Proposals No. 2024-D-001, dated May 22, 2024, attached hereto and incorporated herein as Exhibit A, and supplemented by Contractor's proposal as accepted by the District, incorporated herein by this reference as Exhibit B, except when inconsistent with Exhibit A.

All Services will be initiated by the District's issuance of a Task Order, which will describe the specific scope of work required for each Task Order.

3. **CONTRACT DOCUMENTS.** This Contract consists of the following documents:
 - a. This Contract including Attachment A: Insurance Requirements; Attachment B: Federal Terms and Conditions; Attachment C: Data Privacy and Security Requirements; Attachment D: Task Order Process

- b. Exhibit A, Scope of Services, including addendum(s), if any
- c. Work Directives, Task Order, or Change Orders/Amendments, as applicable and as accepted by District
- d. Contractor's Proposal as accepted by and on file with the District, the price proposal of which is attached hereto as Exhibit B.

In the event of conflict between or among the terms of the Contract documents, the order of precedence will be the order of documents listed above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence.

4. **TIME OF PERFORMANCE/TERM.** The term of this Contract will be for a three (3) year term commencing upon December 1, 2024 and ending on November 30, 2027. District reserves the right, in its sole discretion, to exercise up to two (2) one-year option term(s) to extend the Contract. If the District determines to exercise the first and/or subsequent option terms, the District does not need to notify the Contractor of the intention to exercise the option terms. The Contract shall continue under the same terms and conditions. If the District does not want the option term automatically exercised, then the District shall give the Contractor at least thirty (30) days advance written notice prior to the expiration of the then current term of the District's intention not to exercise the option term. The term of the Contract and any option term are subject to District's right to terminate the Contract in accordance with Section 20.

Unless otherwise specified by the District, and notwithstanding the previous paragraph, in the event that a task order, or the warranty period for any work under the Contract, is in effect when the Contract would otherwise expire, the term of this Contract will continue until the warranty period or task order is complete. The term of the Contract and any option term are subject to District's right to terminate the Contract in accordance with Section 20. The District may issue Task Orders at any time during the term of this Contract. The Contractor must commence work under each Task Order upon receipt of the Notice to Proceed issued by the District for the respective Task Order and the Contractor must complete all services within the period specified, and in accordance with any specific deadlines set forth, in the Task Order.

5. **COMPENSATION.** There is no guaranteed compensation under this Contract. Level of effort and total compensation will be negotiated and agreed to in each task order prior to the District issuing a Notice to Proceed for a specific task order. Compensation will be either on a firm, fixed price basis or a time and materials basis with a not-to-exceed maximum. The agreed upon amount will include labor, materials, taxes, insurance, subcontractor costs, travel expenses, telephone costs, copying costs, profit, administrative and overhead fees, and all other costs and expenses incurred by the Contractor. The hourly rate by personnel category for any task order will be as set forth in Exhibit B. The District will pay the Contractor in accordance with Section 7.

The hourly rates set forth in Exhibit B will be firm for the first two years. After the first two years, Contractor may request an increase in labor rates by submitting a written request at least sixty (60) days prior to the start of the succeeding Contract year. The District will review the request for increase, and, in the reasonable exercise of its discretion, may approve or deny the request in writing.

The maximum amount expended under this Contract and all other contracts or Task Orders awarded pursuant to Request for Proposal No. 2024-D-001 will not exceed \$2,000,000. The total not-to-exceed amount for all contracts include labor, materials, taxes, insurance, subcontractor costs, travel expenses, telephone costs, copying costs, profit, administrative and overhead fees, and all other costs and expenses incurred by the Contractor.

6. **MANNER OF PAYMENT.** Unless otherwise set forth in a task order, Contractor will submit to District a monthly invoice detailing the work performed in the previous month and number of hours, listed by task and person. All invoices must state the purchase order number, contract number, and task order, if applicable. All invoices must be emailed to District's Accounting Department at accountspayable@goldengate.org. District will endeavor to pay approved invoices within thirty (30) days of their receipt. District's preferred method of payment is via ACH. District reserves the right to make payment by credit card or check as it deems necessary.
7. **KEY PERSONNEL.** At all times during the term of this Contract, Rashmi Chaturvedi will serve as Contractor's primary staff person responsible for rendering and overseeing Contractor's performance of the Services. Upon written notice by Contractor and approval by District, which will not be unreasonably withheld, Contractor may substitute this person with another person, who possesses similar qualifications and experience for this position.
8. **USE OF SUBCONTRACTORS.** Contractor may not subcontract any services under this Contract without the prior written approval of District. Approved subcontractors must be engaged under written contract with Contractor with provisions allowing Contractor to comply with all requirements of this Contract, including without limitation Section 10, Ownership of Work. Contractor will be solely responsible for compensating its subcontractors (including retainage, if any) for all work that the subcontractor has satisfactorily completed, no later than fifteen (15) business days after Contractor has received payment from District. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as District deems appropriate.
9. **DIVERSITY PROGRAM FOR CONTRACTS** The District, recipient of federal financial assistance from the Federal Transit Administration (FTA) and the Federal Highway Administration (FHWA), is committed to and has adopted a Diversity Program for Contracts in accordance with Federal Regulation 49 C.F.R. Part 26, issued by the U.S. Department of Transportation (U.S. DOT).

It is the policy of the District to ensure nondiscrimination in the award and administration of all contracts and to create a level playing field on which Disadvantaged Business Enterprises (DBEs) and Small Business Enterprises (SBEs) can compete fairly for contracts and subcontracts relating to the District's construction, procurement and professional services activities. To this end, the District has developed procedures to remove barriers to DBE and SBE participation in the bidding and award process and to assist DBEs and SBEs to develop and compete successfully outside the DBE Program. In connection with the performance of this contract, the Contractor will cooperate with the District in meeting these commitments and

objectives. The District reserves the right to require that the Contractor provide additional DBE/SBE information.

Pursuant to 49 C.F.R. §26.13 and as a material term of any agreement with the District, the Contractor hereby makes the following assurance and agrees to include this assurance in any agreements it makes with Subcontractors in the performance of this Contract:

The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of U.S. DOT-assisted contracts. Further, the Contractor agrees to comply with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d et seq., and with U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21. The Contractor shall obtain the same assurances from its joint venture partners, subcontractors, and subconsultants by including this assurance in all subcontracts entered into under this Contract. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the District deems appropriate, which may include, but is not limited to, withholding payments; assessing sanctions; liquidated damages; and/or disqualifying the Contractor from future bidding as non-responsible.

See ATTACHMENT B: FEDERAL TERMS AND CONDITIONS, SECTION 19, DIVERSITY PROGRAM FOR CONTRACTS.

10. **OWNERSHIP OF WORK.** All work of any kind prepared, or in the process of being prepared, pursuant to this Contract ("Deliverables") are the property of District. District is entitled to access and copies of Deliverables during the progress of the work. Contractor will immediately deliver to District any Deliverables remaining in Contractor's or its subcontractor's possession upon termination or expiration of this Contract. If any Deliverables are lost, damaged or destroyed before delivery to District, Contractor will replace them at its own expense. Contractor will assume all risk of loss, damage or destruction of or to the Deliverables. Contractor may retain a copy of the Deliverables for its use in its general business activities, unless otherwise specified by District.

Any and all rights, title, and interest (including, without limitation, patent rights, copyright and any other intellectual-property or proprietary right) to Deliverables are hereby assigned to District. Contractor agrees to execute any additional documents which may be necessary to evidence such assignment.

Contractor represents and warrants that all Deliverables are original or developed from materials in the public domain (or both) and that no Deliverables infringe or violate any copyright, trademark, patent, trade secret, or other intellectual-property or proprietary right of any third party.

11. **CONFIDENTIALITY**. Any District materials to which Contractor has access, or Deliverables as defined in Section 10, (collectively referred to as "Confidential Information") will be held in confidence by Contractor. Contractor will exercise all reasonable precautions to prevent the disclosure of Confidential Information to anyone except its officers, employees and agents as necessary to perform the Services set forth in Section 2. Contractor, its employees, subcontractors, and agents will not release any Confidential Information, to any third party without District's prior written approval.
12. **CHANGES**. District may, at any time, by written order, make changes to the Scope of Work set forth in Section 2. If such changes cause an increase in the budgeted cost of or the time required for performance of the agreed upon work, an equitable adjustment as mutually agreed will be made in the limit on compensation as set forth in Section 5 or in the time of required performance as set forth in Section 4, or both. The Contract must immediately advise District in writing of any unanticipated conditions or contingencies that may affect any of its obligations under this Contract or the amount of compensation set forth in Section 5. The written notice must explain the circumstances giving rise to the unforeseen condition or contingency, and propose an adjustment in schedule or compensation. Contractor may not perform work related to proposed adjustment without District's prior written consent. Any change to this Contract will be mutually agreed to in writing by the parties prior to implementation of such changes.
13. **RESPONSIBILITY; INDEMNIFICATION**. To the fullest extent allowed by law, Contractor must indemnify, keep and save harmless District and its directors, officers, agents and employees against any and all suits, claims or actions arising out of any of the following:
 - a. Any injury to persons or property that may occur, or that may be alleged to have occurred, arising from the performance of this Contract by Contractor caused by a negligent act or omission or willful misconduct of Contractor or its employees, subcontractors or agents and not caused by the District's sole negligence;
 - b. Any allegation that materials or services provided by Contractor infringe or violate any copyright, trademark, patent, trade secret, or any other intellectual-property or proprietary right of any third party;
 - c. Any disclosure, or alleged disclosure, of District PII, as defined in Attachment C; and
 - d. Any injury to persons or property that may occur, or that may be alleged to have occurred, arising from any disclosure of PII, as defined in Attachment C.

To the fullest extent allowed by law, Contractor further agrees to defend any and all such actions, suits or claims, with counsel acceptable to District in its sole discretion, and pay all charges of attorneys and all other costs and expenses of defenses as they are incurred. If any judgment is rendered, or settlement reached, against District, or any of the other individuals enumerated above in any such action, Contractor must, at its expense, satisfy and discharge the same. This indemnification will survive termination or expiration of the Contract.

14. **INSURANCE.** Prior to commencing performance of the Services, Contractor will provide evidence of insurance meeting the insurance requirements set forth in Attachment A.
15. **CONTRACTOR'S STATUS.** Neither Contractor nor any party contracting with Contractor will be deemed to be an agent or employee of District. Contractor is and will be an independent contractor, and the legal relationship of any person performing services for Contractor will be one solely between that person and Contractor.
16. **ASSIGNMENT.** Contractor may not assign any of its rights nor transfer any of its obligations under this Contract without District's prior written consent.
17. **DISTRICT WARRANTIES.** District makes no warranties, representations or agreements, either express or implied, beyond such as are explicitly stated in this Contract.
18. **DISPUTE RESOLUTION.** District and Contractor agree to attempt in good faith to resolve all disputes informally. If agreed to by both parties, alternate methods of dispute resolution, such as mediation, may be utilized. Unless otherwise directed by District, Contractor will continue performance under this Contract while matters in dispute are being resolved.
19. **SUSPENSION.** District has the right to suspend this Contract at any time and for any reason, including but not limited to non-appropriation of funds and reasons related to the impacts of the COVID-19 pandemic, by giving five (5) calendar days' prior written notice to Contractor. Upon receipt of such notice, Contractor must not commit itself to any further expenditure of time or resources ("Suspension Period").

The Suspension Period will continue until District provides written notice to Contractor to resume performance of this Contract, provided at District's sole discretion. With the exception of Contractor's obligations under Section 13 of this Contract, which continue in full force and effect during the Suspension Period, Contractor will not provide any services required under this Contract during the Suspension Period. District will have no obligation to compensate Contractor during the Suspension Period. If District, in its sole discretion, exercises its right to terminate this Contract following suspension of work, the terms and conditions in Section 20 of this Contract will apply.

During the Suspension Period, District may require Contractor to provide a written plan for resuming services to District's satisfaction. Contractor agrees to provide such a plan and any additional information requested by District. District reserves the right to continue the Suspension Period until Contractor and District mutually agree to a written plan for resuming performance of this Contract.

After Contractor resumes services pursuant to the agreed-upon plan, if applicable, the parties may determine it is necessary to modify the plan, or District may subsequently suspend this Contract again upon five (5) calendar days' written notice to Contractor. In the event of a subsequent Contract suspension, the terms and conditions of this section will apply.

Under no circumstances will District be liable for any costs, expenses, wages, actual or projected lost profits, or damages of any kind incurred by Contractor during the Suspension Period, or as a result of suspension of this Contract or the impacts of the COVID-19 pandemic. Contractor agrees not to make any claims against District for losses of any kind related to suspension of this Contract.

20. **TERMINATION**. District may terminate this Contract at any time for convenience or cause by giving written notice to Contractor. Upon receipt of such notice, Contractor may not commit itself to any further expenditure of time or resources. The rights and remedies of District provided in this Section are not exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

a. **Termination for Convenience**. District may terminate this Contract for District's convenience, including for non-appropriation of funds, at any time by giving Contractor a minimum of 30 calendar days' written notice of District's election to terminate. Upon receipt of such notice, Contractor must immediately take action not to incur any additional obligation, cost or expense, except as may be reasonably necessary to terminate its activities. In the event of termination for convenience, District will pay Contractor for all work performed through the effective date of termination, based on the percentage of work completed and the Contract price for such work, as well as those reasonable and necessary costs incurred by Contractor to effect such termination, including those costs incurred as a result of any suspension of work that preceded a termination for convenience. Contractor will not be entitled to any payment for lost profit related to work to be performed after the date of termination. All finished or unfinished Deliverables, as defined in Section 10, and any goods purchased pursuant to this Contract, will become the property of District upon the effective date of such termination for convenience. In the event of termination for convenience, Contractor, and its subcontractors, will provide reasonable and good faith cooperation in any transition to other vendors or contractors as District may determine necessary. Failure to so cooperate is a breach of the Contract and grounds for a treating a termination for convenience instead as a termination for default.

Termination for Cause. If Contractor fails to perform any provision of this Contract, District may find Contractor to be in partial or complete breach. If Contractor does not (a) cure such breach within ten calendar days after receipt of written notification from the District that such failure has occurred, or (b) provide a plan to cure such breach which is acceptable to District within the time specified by District, then District may, in its discretion, terminate this Contract, in whole or in part, on the basis of Contractor's default of this Contract.

Notwithstanding the forgoing paragraph, District reserves the right to immediately terminate the Contract, in whole or in part, without an opportunity to cure or provide a plan to cure the breach (a) if a petition for bankruptcy by or against Contractor is filed or a petition for appointment of a receiver for Contractor's property is filed, or (b) if District reasonably determines that Contractor is unable or unwilling to perform the Services in accordance with the terms and conditions of the Contract, and Contractor's

anticipated failure to perform in accordance with the Contract is reasonably likely to result in the immediate interruption or cessation of necessary District services.

If the Contract is terminated for default, District will remit final payment to Contractor in an amount to cover only those services performed and expenses incurred in full accordance with the terms and conditions of this Contract up to the effective date of termination. Upon District's termination for default of the Contract, in whole or in part, District will have the right to complete the work or the portion terminated by whatever means and methods it deems expedient, including the hiring of others on such terms as District deems advisable. The expense of completing such work or portion thereof will be charged to Contractor. Contractor must pay District the amount due for such expense, or the amount owed may be deducted by District out of such monies as may be due or become due to Contractor. District may withhold all or any part of any payments otherwise due Contractor until completion and final settlement of the work covered by such notice of default. If Contractor cures the default within the cure period, but subsequently defaults again, District may immediately terminate the Contract or a portion of it without giving Contractor any further notice or a right to cure. All finished or unfinished Deliverables, as defined in Section 10, and any goods purchased pursuant to this Contract, will become the property of District upon the effective date of such termination for cause. In addition, Contractor agrees to assign to District, at District's request, any subcontractor agreements, including but not limited to software license and maintenance and support agreements.

21. **MAINTENANCE, AUDIT AND INSPECTION OF RECORDS.** All Contractor and subcontractor costs incurred in the performance of this Contract may be subject to audit. Contractor and its subcontractors will permit District, the State Auditor, the U.S. Department of Transportation, or their authorized representatives to inspect, examine, make excerpts from, transcribe, and copy Contractor's books, work, documents, papers, materials, payrolls records, accounts, and any and all data relevant to the Contract at any reasonable time, and to audit and verify statements, invoices or bills submitted by Contractor pursuant to this Contract. Contractor will also provide such assistance as may be required in the course of such audit. Contractor will retain these records and make them available for inspection hereunder for a period of four (4) years after expiration or termination of the Contract. If, as a result of the audit, it is determined by District's, the State's, or the U.S. Department of Transportation's auditor or staff that reimbursement of any costs including profit or fee under this Contract was in excess of that represented and relied upon during price negotiations or represented as a basis for payment, Contractor will reimburse District for those costs within 60 calendar days of written notification by District.
22. **EQUAL EMPLOYMENT OPPORTUNITY.** In connection with the performance of this Contract, the Contractor may not discriminate against any employee or applicant for employment because of race, color, religion, citizenship, political activity or affiliation, national origin, ancestry, physical or mental disability, marital status, age, medical condition (as defined under California law), veteran status, sexual orientation, gender identity, gender expression, sex or gender (which includes pregnancy, childbirth, breastfeeding, or related medical conditions), taking or requesting statutorily protected leave, or any other

characteristics protected under federal, state, or local laws. The Contractor must take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to their race, religion, color, sex, disability, national origin, or any other characteristic protected under state, federal, or local laws. Such actions include, but are not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post, in conspicuous places available to employees and applicants for employment, notices to be provided by the District's contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials.

The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision will not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

The Contractor will send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the District's contracting officer, advising the labor union or workers' representative of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and will post copies of the notice in conspicuous places available to employees and applicants for employment.

The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. The Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to the Contractor's books, records, and accounts by the District and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations, or orders, this Contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for

further District contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The Contractor will include the provisions of all of the above paragraphs in this Section in every subcontract or purchase order entered into under this Contract, unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

23. **NON-DISCRIMINATION ASSURANCE.** The Contractor may not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor must carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of U.S. DOT-assisted contracts. Further, the Contractor agrees to comply with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d et seq., and with U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21. The Contractor must obtain the same assurances from its joint venture partners, subcontractors, and subconsultants by including this assurance in all subcontracts entered into under this Contract. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the District deems appropriate, which may include, but is not limited to, withholding payments, liquidated damages, and/or disqualifying the Contractor from future bidding as non-responsible.
24. **CONFLICT OF INTEREST.** Contractor warrants and represents that it presently has no interest and agrees that it will not acquire any interest that would present a conflict of interest under California Government Code §§ 1090 et seq. or §§ 87100 et seq. during the performance of services under this Contract. Contractor further covenants that it will not knowingly employ any person having such an interest in the performance of this Contract. Violation of this provision may result in this Contract being deemed void and unenforceable.

Depending on the nature of the work performed, a contractor of District is subject to the same conflict of interest prohibitions that govern District employees and officials (Cal. Govt. Code Section 1090 et seq. and Cal. Govt. Code Section 87100 et seq. as well as all applicable federal regulations and laws). During the term of the Contract, Contractor and its employees may be required to disclose financial interests.

Depending on the nature of the work performed, Contractor may be required to publicly disclose financial interests under District's Conflict of Interest Code. Upon receipt, Contractor agrees to promptly submit a Statement of Economic Interest on the form provided by District.

No person previously in the position of director, officer, employee or agent of District may act as an agent or attorney for, or otherwise represent, Contractor by making any formal or informal appearance, or any oral or written communication, before District, or any officer or employee of District, for a period of twelve (12) months after leaving office or employment with District if the appearance or communication is made for the purpose of influencing any action involving the issuance, amendment, award or revocation of a permit, license, grant or contract.

Contractor must take all reasonable measures to preclude the existence or development of an organizational conflict of interest in connection with work performed under this Contract and other solicitations. An organizational conflict of interest occurs when, due to other activities, relationships, or contracts, a firm or person is unable, or potentially unable, to render impartial assistance or advice to District; a firm or person's objectivity in performing the contract work is or might be impaired; or a firm or person has an unfair competitive advantage in proposing for award of a contract as a result of information gained in performance of this or some other Contract.

Contractor may not engage the services of any subcontractor or independent Contractor on any work related to this Contract if the subcontractor or independent Contractor, or any employee of the subcontractor or independent Contractor, has an actual or apparent organizational conflict of interest related to work or services contemplated under this Contract.

If at any time during the term of this Contract, Contractor becomes aware of an organizational conflict of interest in connection with the work performed hereunder, Contractor will immediately provide District with written notice of the facts and circumstances giving rise to this organizational conflict of interest. Contractor's written notice will also propose alternatives for addressing or eliminating the organizational conflict of interest. If at any time during the term of this Contract, District becomes aware of an organizational conflict of interest in connection with Contractor's performance of the work hereunder, District will similarly notify Contractor. In the event a conflict is presented, whether disclosed by Contractor or discovered by District, District will consider the conflict presented and any alternatives proposed and meet with Contractor to determine an appropriate course of action. District's determination as to the manner in which to address the conflict are final.

During the term of this Contract, Contractor must maintain lists of its employees, and the subcontractors and independent Contractor used and their employees. Contractor must provide this information to District upon request. However, submittal of such lists does not relieve Contractor of its obligation to assure that no organizational conflicts of interest exist. Contractor must retain this record for five (5) years after District makes final payment under this Contract. Such lists may be published as part of future District solicitations.

Contractor must maintain written policies prohibiting organizational conflicts of interest and must ensure that its employees are fully familiar with these policies. Contractor must monitor and enforce these policies and must require any subcontractors and affiliates to maintain, monitor and enforce policies prohibiting organizational conflicts of interest.

Failure to comply with this Section may subject Contractor to damages incurred by District in addressing organizational conflicts that arise out of work performed by Contractor, or to termination of this Contract for breach.

25. **COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS, REGULATIONS AND ORDERS.** Contractor must comply with all federal, state, and local laws, rules, regulations, and orders applicable to this Contract, including without limitation, all applicable state and local orders, regulations or rules of any kind related to the COVID-19 pandemic. Upon District's request, Contractor will provide a written plan for complying with such orders, regulations and rules to District's satisfaction.
26. **ADDITIONAL REQUIREMENTS.** The following additional requirements apply to and are incorporated into this Contract:
 - a. **Federal Requirements.** This Contract is subject to financial assistance from the U.S. Department of Transportation, Federal Transit Administration. Contractor agrees to comply with all of the provisions in Attachment B, Federal Terms and Conditions.
 - b. **Data Privacy and Security Requirements.** Contractor agrees to comply with all of the provision in Attachment C, Data Privacy and Security Requirements.
27. **PUBLICITY.** Contractor, its employees, subcontractors, and agents will not refer to District, or use any logos, images, or photographs of District for any commercial purpose, including, but not limited to, advertising, promotion, or public relations, without District's prior written consent. Such written consent will not be required for the inclusion of District's name on a customer list.
28. **ATTORNEYS' FEES.** If any legal proceeding should be instituted by either of the parties to enforce the terms of this Contract or to determine the rights of the parties under this Contract, the prevailing party in said proceeding will recover, in addition to all court costs, reasonable legal fees.
29. **APPLICABLE LAW.** This Contract, its interpretation and all work performed under it will be governed by the laws of the State of California.
30. **WAIVER.** Any waiver of any breach or covenant of this Contract must be in a writing executed by a duly authorized representative of the party waiving the breach. A waiver by any of the parties of a breach or covenant of this Contract will not be construed to be a waiver of any succeeding breach or any other covenant unless specifically and explicitly stated in such waiver.

31. **NO THIRD PARTY BENEFICIARIES.** This Contract is not for the benefit of any person or entity other than the parties.
32. **BINDING ON SUCCESSORS.** All of the terms, provisions and conditions of this Contract will be binding upon and inure to the benefit of the parties and their respective successors, assigns and legal representatives.
33. **NOTICES.** All communications relating to the day-to-day activities of the project will be exchanged between District's Senior Information Systems Manager Malini Brown and Contractor's Rashmi Chaturvedi. All other notices and communications regarding interpretation of the terms of this Contract and changes thereto will be in writing and given to the other party by electronic mail, personal delivery to a representative of the parties, or by mailing the same postage prepaid, addressed as follows:

If to the District: Golden Gate Bridge, Highway and Transportation District
Administration Building
Golden Gate Bridge Toll Plaza
P.O. Box 29000, Presidio Station
San Francisco, CA 94129-9000
Attention: Contracts Office
Email: contractsoffice@goldengate.org

If to the Contractor: Kaygen, Inc.
100 Spectrum Center Drive, Suite 890
Irvine, CA 92618
Attention: Rashmi Chaturvedi, President
Email: Rashmi.chaturvedi@kaygen.com

The address to which mailings may be made may be changed from time to time by notice mailed as described above. Any notice given by mail will be deemed given on the day after that on which it is deposited in the United States Mail as provided above.

34. **ENTIRE CONTRACT; MODIFICATION.** This Contract, including any attachments, constitutes the entire Contract between the parties with respect to the subject matter hereof and may not be amended except by a written amendment executed by authorized representatives of both parties. In the event of a conflict between the terms and conditions of this Contract and the attachments, the terms of this Contract will prevail.
35. **ECONOMIC SANCTIONS.** On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. As a recipient of state and federal funds, the District is prohibited from contracting with individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the District determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for

termination of this agreement. The District shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the District.

36. **AXIA COOPERATIVE CONTRACT.** This Contract will become the basis of a master agreement utilized by Axia Cooperative LLC (Axia) as an Axia National Cooperative Contract (Master Agreement). Contractor agrees to extend the pricing in Exhibit B and the Services to any public agency registered with Axia Cooperative (Registered Public Agency). Contractor agrees that the District will have no responsibility or liability for any dispute or claim arising from any agreement Contractor may enter into with Axia or a Registered Public Agency. Contractor further agrees it will not seek damages or compensation from the District for any such claim brought against Contractor. The District will not be a party to any transactions or agreements between Contractor and a Registered Public Agency, and any disputes arising from the use of this Agreement as the Master Agreement will be solely between the Contractor and the Registered Public Agency.

IN WITNESS WHEREOF, the parties hereto have executed this Contract by their duly authorized officers as of the day and year first above written.

FOR THE DISTRICT:

Signed by:
By: Gerald D. Cochran
Gerald D. Cochran
Title: President, Board of Directors

ATTEST:

Signed by:
By: Amorette M. Ko-Wong
Amorette M. Ko-Wong
Title: Secretary of the District

APPROVED AS TO FORM:

DocuSigned by:
By: [Signature]
Attorney for the District

FOR THE CONTRACTOR*:

DocuSigned by:
By: Rashmi Chaturvedi
Rashmi Chaturvedi
Title: President and Co-Founder

DocuSigned by:
By: Anshul Chaturvedi
Anshul Chaturvedi
Title: CEO and Co-Founder

** If the Contractor is a corporation, this Contract must be executed by two corporate officers, consisting of: (1) the president, vice president or chair of the board; and (2) the secretary, assistant secretary, chief financial officer or assistant treasurer. In the alternative, this Contract may be executed by a single officer or a person other than an officer provided that evidence satisfactory to the District is provided demonstrating that such individual is authorized to bind the corporation or LLC (e.g. a copy of a certified resolution from the corporation's or LLC's board or a copy of the corporation's bylaws or LLC's operating agreement.)*

ATTACHMENT A INSURANCE REQUIREMENTS

A. Types of Insurance

The Contractor shall not commence work until proper evidence of insurance coverage of the types and amounts specified in this section has been provided to the District. The Contractor shall not violate or permit to be violated any conditions or provisions of said policies of insurance, and at all times shall satisfy the requirements of the insurer for the purpose of maintaining said insurance in effect.

If any claim is made by any third person against the Contractor on account of any incident connected to the Contract, the Contractor shall promptly report the fact in writing to the District, giving full details of the claim.

Any person, firm, or corporation that the Contractor authorizes to work upon the District's property, including any subcontractor, shall be deemed to be the Contractor's agent and shall be subject to all applicable terms of this Contract. Prior to the Contractor's start of the work or entry onto the District's property, the Contractor agrees to require its subcontractors to procure and maintain, at the Contractor's (or its subcontractor(s)') sole cost and expense (and to prove to the District's reasonable satisfaction that it remains in effect throughout the performance of the work under this Contract), the kinds of insurance described below. Such insurance must remain in effect throughout the term of this Contract and will be at the sole cost and expense of the Contractor (or its subcontractor(s)).

1. Commercial General Liability Insurance

The Contractor shall, at its own expense, procure and maintain Commercial General Liability insurance providing bodily injury and property damage coverage with a per occurrence limit of at least One Million Dollars (\$1,000,000) and a general aggregate limit of at least Two Million Dollars (\$2,000,000). This insurance shall include, but not be limited to, premises and operations, contractual liability covering the indemnity provisions contained in this Contract, personal injury, products and completed operations, and broad form property damage, and include a Cross Liability endorsement.

Said Policy shall protect the Contractor and the District in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the insurance company's liability as set forth in its policy beyond the amount or amounts shown or to which the insurance company would have been liable if only one interest had been named as an insured.

2. Business Automobile Liability

The Contractor shall, at its own cost and expense, procure and maintain Business Automobile Liability insurance providing bodily injury and property damage with a combined single limit of at least One Million Dollars (\$1,000,000) per occurrence for all owned, non-owned and hired automobiles. This insurance shall provide

contractual liability covering all motor vehicles and mobile equipment to the extent coverage may be excluded from general liability insurance.

3. Workers' Compensation and Employers' Liability Insurance

If the Contractor employs any person to perform work in connection with this Contract, the Contractor shall procure and maintain at all times during the performance of such work Workers' Compensation Insurance in conformance with the laws of the State of California, and federal laws where applicable. Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) for each accident and One Million Dollars (\$1,000,000) for each disease, with a policy limit of One Million Dollars (\$1,000,000).

The policy shall contain a waiver of subrogation in favor of the District and its officers, directors, employees, volunteers, and agents, while acting in such capacity, and their successors and assignees, as they now or as they may hereafter be constituted, singly, jointly, or severally.

4. Professional Liability Insurance

The Contractor shall also maintain Professional Liability Insurance covering the Contractor's performance under this Contract with a limit of liability of One Million Dollars (\$1,000,000) for any one claim. This insurance shall be applicable to claims arising from the work performed under this Contract. Prior to commencing work under this Contract, the Contractor shall furnish to the District a Certificate of Insurance or certified copy of the insurance policy if requested, indicating compliance with the requirements of this paragraph. This certificate or policy shall further stipulate that thirty (30) days' advance written notice of cancellation, non-renewal or reduction in limits shall be given to the District.

5. Cyber Liability Insurance

Such policy shall contain Cyber Liability risk coverages including network and internet security liability coverage, privacy liability coverage and media coverage.

The policy shall provide coverage for all work performed by the Contractor and any work performed or conducted by any subcontractor/consultant working for or performing services on behalf of the Contractor. No contract or contract between the Contractor and any subcontractor/consultant shall relieve the Contractor of the responsibility for providing this Errors & Omissions or Professional Liability and Cyber Liability coverage for all work performed by the Contractor and any subcontractor/consultant working on behalf of the Contractor on the project.

Minimum Coverage and Minimum Limits:

\$1,000,000	Per Claim and Policy Aggregate
\$1,000,000	Errors and Omissions and Professional Liability

\$1,000,000	Cyber Liability including Privacy, Confidentiality and Network Security liability
\$1,000,000	Cyber Extortion
\$1,000,000	Regulatory Defense, Awards and Fines

B. General Insurance Requirements

1. Acceptable Insurance

All policies will be issued by insurers acceptable to the District. This insurance shall be issued by an insurance company or companies authorized to do business in the State of California with minimum "Best's" rating of B+ and with minimum policyholder surplus of Twenty-Five Million Dollars (\$25,000,000) or a company acceptable to the District in its sole discretion. All policies shall be issued in a form satisfactory to the General Manager of the District and shall be issued specifically as primary insurance. Workers' Compensation coverage requirements may be met with the California State Compensation Fund.

2. Procure and Maintain Insurance

The Contractor must, at its own cost and expense, procure and maintain at all times during the performance of this Agreement, all of the required policies specified above. The failure to procure or maintain the required insurance policies and/or an adequately funded self-insurance program acceptable to the District will constitute a material breach of the Contract.

3. Terms of Policies

All insurance specified above shall remain in force until all work to be performed is satisfactorily completed. If the insurance is provided on a claims-made basis, it must remain in force for the entire term of the Contract and a minimum of three (3) years thereafter.

4. Self-Insurance

Upon evidence of financial capacity satisfactory to the District and Contractor's agreement to waive subrogation against the District respecting any and all claims that may arise, the Contractor's obligations hereunder may be satisfied in whole or in part by adequately funded self-insurance.

5. Deductibles and Retentions

The Contractor shall be responsible for payment of any deductible or retention on the Contractor's policies without right of contribution from the District. Deductible and retention provisions shall not contain any restrictions as to how or by whom the deductible or retention is paid. Any deductible or retention provision limiting payment to the Named Insured is unacceptable.

In the event that the policy of the Contractor or any subcontractor contains a deductible or self-insured retention, and in the event that the District seeks coverage under such policy as an additional insured, the Contractor shall satisfy such deductible or self-insured retention to the extent of loss covered by such policy for a lawsuit arising from or connected with any alleged act or omission of the Contractor, subcontractor, or any of their officers, directors, employees, agents, or suppliers, even if the Contractor or subcontractor is not a named defendant in the lawsuit.

C. Evidence of Insurance and Endorsements

Prior to commencing work or entering onto the District's property, the Contractor shall file a Certificate of Insurance with the District evidencing the foregoing coverages, including the following endorsements:

1. The insurance company(ies) issuing such policy(ies) will provide at least thirty (30) days' notice to the District of cancellation or non-renewal.
2. That the policy(ies) is primary insurance and the insurance company(ies) providing such policy(ies) shall be liable thereunder for the full amount of any loss or claim that the Contractor is liable for under this section, up to and including the total limit of liability, without right of contribution from any other insurance maintained or which may be maintained by the District.
3. Such insurance shall include as additional insureds the District, and its respective directors, officers, employees, and agents while acting in such capacity, and their successors or assignees, as they now or as they may hereafter be constituted, singly, jointly, or severally.
4. The policy must also contain either a Cross Liability endorsement or Severability of Interests Clause and stipulate that inclusion of the District as an additional insured will not in any way affect the District's rights as respects to any claim, demand, suit or judgment made, brought, or recovered against the Contractor. Said policy shall protect the Contractor and the District in the same manner as though a separate policy had been issued to each, but nothing in said policy shall operate to increase the insurance company's liability as set forth in its policy beyond the amount or amounts shown or to which the insurance company would have been liable if only one interest had been named as an insured.

D. Consequence of Lapse

Should any required insurance not be procured or lapse during the term of this Contract, requests for payment originating after such lapse will not be processed until the District receives satisfactory evidence of reinstated coverage as required by the Contract. If insurance is not reinstated, the District, may, at its sole option, terminate this Contract effective on the date of such lapse of insurance.

ATTACHMENT B FEDERAL TERMS AND CONDITIONS

1. **DEFINITIONS.** The following definitions apply to these federal terms and conditions:
 - a. "Bid" means bid, proposal, or offer.
 - b. "Bidder" means bidder, proposer, or offeror.
 - c. "Contract" means the agreement to which these Federal Terms and Conditions apply.
 - d. "Contractor" means the person or entity named in the Purchase Order, Bid, Proposal or Contract to which these Federal Terms and Conditions apply.
 - e. "District" means the Golden Gate Bridge, Highway and Transportation District.
 - f. "FTA" means the Federal Transit Administration.
 - g. "U.S. DOT" means United States Department of Transportation.
2. **FLY AMERICA REQUIREMENTS.** The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America Act") in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and subrecipients of Federal funds and their Contractors are required to use U.S. flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property to the extent such service is available, unless travel by foreign air carrier is a matter of necessity as defined by the Fly America Act. The Contractor must submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and must, in any event, provide a certificate of compliance with the Fly America requirements, if used. The Contractor agrees to include the requirements of this Section in all subcontracts that may involve international air transportation.
3. **ENERGY CONSERVATION.** The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Federal Energy Policy and Conservation Act, 42 U.S.C. § 6321 *et seq.*
4. **RECYCLED PRODUCTS.** The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

5. **CARGO PREFERENCE REQUIREMENTS.** The Contractor agrees: (a) to use privately owned United States Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this Contract by ocean vessels to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels; (b) to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, “on-board” commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the District (through the Contractor in the case of a subcontractor's bill-of-lading); and (c) to include these requirements in all subcontracts issued pursuant to this Contract when the subcontract may involve the transport of equipment, Material, or commodities by ocean vessel.
6. **ACCESS TO RECORDS AND REPORTS.** Contractor must provide all authorized representatives of the District, the FTA Administrator, the State Auditor and the Comptroller General of the United States access to any books, documents, papers and records of the Contractor which are related to performance of this Contract for the purposes of making audits, copies, examinations, excerpts and transcriptions. Contractor also agrees to retain and maintain, and will require its subcontractors to retain and maintain, all books, records, accounts and reports related to this Contract for a period of not less than three years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain the same until the District, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.
7. **FEDERAL CHANGES.** Contractor must at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Contract (Form FTA MA (31) dated May 2, 2024) between the District and the FTA, as they may be amended or promulgated from time to time during the term of this Contract. Contractor's failure to so comply constitutes a material breach of this Contract.
8. **NO GOVERNMENT OBLIGATION TO THIRD PARTIES.** The District and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this Contract and will not be subject to any obligations or liabilities to the District, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract. The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor/subconsultant who will be subject to its provisions.

9. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS.

- a. The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 *et seq.* and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying Contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Contract or the FTA assisted project for which this Contract is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.
- b. The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. Chapter 53, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5353(l) on the Contractor, to the extent the Federal Government deems appropriate.
- c. The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses will not be modified, except to identify the subcontractor/subconsultant who will be subject to the provisions.

10. CIVIL RIGHTS REQUIREMENTS.

- a. Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.
- b. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying Contract:
 - i. Race, Color, Creed, National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR Chapter 60, (which implement Executive Order No.

11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect activities undertaken in the performance of the Contract. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

- ii. Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.
- iii. Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 CFR Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

11. **SAFE OPERATION OF MOTOR VEHICLES.** The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or the District. The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contractor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this Contract.
12. **TELECOMMUNICATIONS EQUIPMENT OR SERVICES; VIDEO SURVEILLANCE EQUIPMENT OR SERVICES.** The Contractor represents that the Contractor, and its subcontractors and subconsultants, will not provide or use covered telecommunications equipment or services as a substantial or essential component of any system or as critical technology as part of any system, in accordance with Section 889 of the John S. McCain National Defense Authorization Act, in the performance of this Contract. "Covered telecommunications equipment

or services" means any of the following: (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); (2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); (3) Telecommunications or video surveillance services provided by such entities or using such equipment listed in (1) or (2); or (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of the People's Republic of China. "Substantial or essential component" means any component necessary for the proper function or performance of a piece of equipment, system, or service. "Critical technology" includes those critical technologies listed in 48 C.F.R. 52.204–25, subpart (a).

- 13. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION.** This contract is a covered transaction subject to the requirements of 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)" and 2 CFR Part 1200, U.S. DOT regulations, "Nonprocurement Suspension and Debarment." These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor is required to verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be: (a) Debarred from participation in any federally assisted Award; (b) Suspended from participation in any federally assisted Award; (c) Proposed for debarment from participation in any federally assisted Award; (d) Declared ineligible to participate in any federally assisted Award; (e) Voluntarily excluded from participation in any federally assisted Award; or (f) Disqualified from participation in any federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the District. If it is later determined by the District that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the District, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C, as supplemented by 2 C.F.R. Part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

- 14. LOBBYING.** Contractor shall file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." Contractor shall certify that it will not and has not used Federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any District, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other

award covered by 31 U.S.C. 1352. Contractor shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-Federal funds with respect to that Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures shall be forwarded to the District. Contractor shall ensure that all of its subcontractors/subconsultants under this Contract shall certify the same. The District is responsible for keeping the certification of the Contractor, who is in turn responsible for keeping the certification forms of subcontractors/subconsultants. The Bidder shall complete Standard Form SF-LLL, "Disclosure of Lobbying Activities," which is included with the Bid Documents, including instructions for completion.

15. **CLEAN WATER AND AIR REQUIREMENTS.** The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.*, and the Clean Air Act, as amended, 42 U.S.C. 7401 *et seq.* The Contractor agrees to report each violation to the District and understands and agrees that the District will, in turn, report each violation as required to assure notification to the FTA and the appropriate EPA regional office. The Contractor also agrees to include these requirements in each subcontract exceeding \$150,000 financed in part or in whole with federal assistance provided by the FTA.
16. **SECTION 508 OF REHABILITATION ACT.** Section 508 of the Rehabilitation Act (Section 508) requires that all Information and Communication Technology (ICT) be accessible to persons with disabilities, including those with vision, hearing, cognitive, and mobility impairments. The Contractor will ensure that all ICT meets the requirements of Section 508, as amended, 36 CFR Part 1194, and current website accessibility standards. As defined in Appendix A, E103.4, of 36 CFR Part 1194, ICT is "[i]nformation technology and other equipment, systems, technologies, or processes, for which the principal function is the creation, manipulation, storage, display, receipt, or transmission of electronic data and information, as well as any associated content. Examples of ICT include, but are not limited to: computers and peripheral equipment; information kiosks and transaction machines; telecommunications equipment; customer premises equipment; multifunction office machines; software; applications; Web sites; videos; and, electronic documents."
17. **NOTIFICATION REGARDING FALSE CLAIMS, FRAUD, WASTE, ABUSE, AND OTHER LEGAL MATTERS.** The Contractor agrees to promptly notify the FTA Chief Counsel and the FTA Regional Counsel for Region IX if it has knowledge of (i) any current or prospective legal matter that may affect the Federal Government, including but not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason, or (ii) any matters that may affect the Federal Government, including but not limited to, the Federal Government's interests in the Federal Award supporting this Contract, this Contract and any amendments thereto, or the Federal Government's administration or enforcement of federal laws, regulations, and requirements.

The Contractor further agrees to promptly notify the FTA Chief Counsel, the FTA Regional Counsel for FTA Region IX, and the U.S. DOT Office of Inspector General if it has knowledge of potential fraud, waste, or abuse occurring on a Project receiving assistance from FTA, including but not limited to knowledge that a person has or may have (i) submitted a false claim under the

False Claims Act, 31 U.S.C. § 3729, et seq., or (ii) committed a criminal or civil violation of law pertaining to such matters as fraud, conflict of interest, bid rigging, misappropriation or embezzlement, bribery, gratuity, or similar misconduct involving federal assistance.

The Contractor further agrees to promptly notify the District of any matter described above that relates to this Contract or any other federally assisted agreement between the Contractor and the District.

18. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS. The preceding provisions include, in part, certain terms and conditions required by U.S. DOT, whether or not expressly set forth in the preceding provisions. All contractual provisions required by the U.S. DOT, as set forth in FTA Circular 4220.1F, dated March 18, 2013, as may be amended, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Contract. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any the District requests which would cause the District to be in violation of the FTA terms and conditions.

19. DIVERSITY PROGRAM FOR CONTRACTS. The District, recipient of federal financial assistance from the Federal Transit Administration (FTA) and the Federal Highway Administration (FHWA), is committed to and has adopted a Diversity Program for Contracts in accordance with Federal Regulation 49 C.F.R. Part 26, issued by the U.S. Department of Transportation (U.S. DOT).

It is the policy of the District to ensure nondiscrimination in the award and administration of all contracts and to create a level playing field on which Disadvantaged Business Enterprises (DBEs) and Small Business Enterprises (SBEs) can compete fairly for contracts and subcontracts relating to the District's construction, procurement and professional services activities. To this end, the District has developed procedures to remove barriers to DBE and SBE participation in the bidding and award process and to assist DBEs and SBEs to develop and compete successfully outside the Diversity Program for Contracts. In connection with the performance of this contract, the Contractor will cooperate with the District in meeting these commitments and objectives. The District reserves the right to require that the Contractor provide additional DBE/SBE information.

Pursuant to 49 C.F.R. §26.13 and as a material term of any agreement with the District, the Contractor hereby makes the following assurance and agrees to include this assurance in any agreements it makes with Subcontractors in the performance of this Contract:

The Contractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of U.S. DOT-assisted contracts. Further, the Contractor agrees to comply with all provisions prohibiting discrimination on the basis of race, color, or national origin of Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d et seq., and with U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act," 49 C.F.R. Part 21. The Contractor shall obtain the same

assurances from its joint venture partners, subcontractors, and subconsultants by including this assurance in all subcontracts entered into under this Contract. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the District deems appropriate, which may include, but is not limited to, withholding payments; assessing sanctions; liquidated damages; and/or disqualifying the Contractor from future bidding as non-responsible.

19.1 **DBE Eligibility**

A small business concern must be certified as a DBE by any recipient of U.S. DOT funds acceptable to the District in accordance with 49 C.F.R. Part 26. It is the Contractor's responsibility to verify that DBEs are certified.

A. Disadvantaged Business Enterprise. A DBE is a for-profit, small business concern:

1. That is at least fifty-one percent (51%) owned by one or more individuals who are both socially and economically disadvantaged, or, in the case of a corporation, in which fifty-one percent (51%) of the stock is owned by one or more such individuals; and
2. Whose management and daily business operations are controlled by one or more of the socially and economically disadvantaged individuals who own it.

B. Small Business Concern. A small business concern shall meet the definition and size standards of an existing small business as required by the Small Business Administration pursuant to 13 CFR Part 121, and the firm's annual average gross receipts for the previous five fiscal years cannot exceed \$30.72 million.

C. Socially and Economically Disadvantaged Individuals. There is a rebuttable presumption that socially and economically disadvantaged individuals are persons who are citizens or lawful permanent residents of the United States and who are: Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Subcontinent-Asian Americans, Women, or a member of any additional group that is designated as socially and economically disadvantaged by the Small Business Administration. Additionally, any individual may demonstrate to the certifying agency by a preponderance of evidence, that s/he is socially and economically disadvantaged on a case-by-case basis.

An individual cannot be presumed or determined to be economically disadvantaged if s/he has a personal net worth that exceeds \$2.047 Million, excluding the individual's ownership interest in the DBE firm and the individual's equity in her/his primary residence or retirement assets. Additionally, if an individual is able to accumulate substantial wealth, as defined in 49 CFR Part 26.67(b)(ii)(A), the individual's presumption of economic disadvantage can be rebutted.

19.2 **DBE Participation Goal**

A. Overall and Project Overall Goals for DBE Participation. Overall and project overall goals for DBE participation in District FTA-assisted contracts are established by the District's Board of Directors every three years. Overall goals reflect the availability of ready, willing and able DBEs that would be expected to participate in District contracts absent the effects of discrimination. The overall goals are calculated as a percentage of the total amount of FTA funds that the District expects to expend on contracts that will be awarded over a three-fiscal year period or for an entire project. The District intends to meet these overall goals through a combination of measures including, but not limited to, implementing procedures in the bidding and award process to remove barriers to DBE participation, providing outreach to DBEs, providing technical assistance and, in some cases, establishing contract-specific DBE goals for particular contracts with subcontracting opportunities.

This contract may be assisted with FTA funds. The District's overall DBE goal for Federal Fiscal Year 2024/2025 is 1.4% for FTA-assisted contracts.

B. DBE Participation Goal for the Performance of this Contract. Contractors are strongly encouraged to obtain DBE participation on this project, although no contract-specific DBE or SBE goal has been established for this contract.

C. Available DBE Resources. Listings of certified DBEs are available from the California Unified Certification Program DBE Directory, which may be obtained by visiting the California Department of Transportation website at <https://caltrans.dbesystem.com/>. Assistance can be provided by contacting the DBE Program Office (Office) at (415) 257-4581.

The DBE Directory does not in any way prequalify the certified firms with respect to licensing, bondability, competence or financial responsibility. The Office also maintains a DBE resource list of organizations that promote DBE participation in contracts, which will be provided upon request.

Contractors are encouraged to use services offered by financial institutions owned and controlled by socially and economically disadvantaged individuals. To obtain a list of these financial institutions, please contact the Office.

19.3 **Determining the Amount of DBE Participation.** Pursuant to 49 C.F.R. §26.55, DBE participation includes that portion of the contract work actually performed by a certified DBE with its own forces. A DBE may participate as a prime contractor, subcontractor, joint venture partner, or vendor or supplier of materials or services required by the contract.

A DBE's participation can only be counted if it performs a commercially useful function on the contract as defined in 49 C.F.R. §26.55(c). A DBE performs a commercially useful function when it actually performs, manages and supervises a portion of the work involved. There is a rebuttable presumption that if the DBE is not responsible for at least 30% of the work with its own forces, or subcontracts a greater portion of the work than the normal industry standard, it is not performing a commercially useful function. A DBE trucking company performs a commercially useful

function if it is responsible for the overall management and supervision of the transportation services involved and uses at least one truck that it owns, insures, and operates with its own employees on the contract.

The Contractor must determine the amount of DBE participation for each DBE performing work on the contract in terms of both the total value of the work in dollars and the percentage of the total contract bid amount. The Contractor must also determine the total amount of DBE participation for the entire contract. The Contractor must count DBE participation according to the following guidelines and in accordance with 49 C.F.R. §26.55:

- A. **DBE Prime Contractor.** Count the entire dollar amount of the work performed or services provided by the DBE's own forces, including the cost of materials and supplies obtained for the work and the reasonable fees and commissions charged for the services. Do not count any work subcontracted to another firm as DBE participation by the DBE Prime Contractor.
- B. **DBE Subcontractor.** Count the entire amount of the work performed or services provided by the DBE's own forces, including the cost of materials and supplies obtained for the work, except for materials and supplies purchased or leased from the Prime Contractor, and reasonable fees and commissions charged for the services. Do not count any work subcontracted by a DBE subcontractor to another firm as DBE participation by said DBE subcontractor. If the work has been subcontracted to another DBE, it will be counted as DBE participation for that other DBE.
- C. **DBE Joint Venture Partner.** Count the portion of the work that is performed solely by the DBE's forces or, if the work is not clearly delineated between the DBE and the joint venture partner, count the portion of the work equal to the DBE's percentage of ownership interest in the joint venture.
- D. **DBE Manufacturer.** Count 100% of the costs of materials and supplies obtained from a DBE manufacturer that operates or maintains a factory that produces the materials and supplies on the premises. This applies whether the DBE is a prime contractor or subcontractor.
- E. **DBE Regular Dealer.** Count 60% of the costs of materials and supplies obtained from a DBE regular dealer that owns, operates or maintains a store or warehouse in which the materials and supplies are regularly brought, kept in stock and sold or leased to the public in the usual course of business, except regular dealers of bulk items such as petroleum, cement and gravel who own and operate distribution equipment in lieu of maintaining a place of business. This applies whether a DBE is a prime contractor or subcontractor.
- F. **DBE Distributor.** Count 40% for the cost of materials for DBE distributors permitted to drop-ship from manufacturers, only if DBE firm has a distributorship agreement or assumes all responsibility for the materials after point of origin.

- G. Other DBEs.** Count the entire amount of fees or commissions charged for assistance in procuring or delivering materials and supplies when purchased from a DBE that is not a manufacturer or regular dealer, provided the fees are reasonable and not excessive as compared with fees charged for similar services. Do not count the cost of the materials and supplies.
- H. DBE Trucking Company.** Count the entire amount of the transportation services provided by a DBE trucking company that performs the work using trucks it owns, insures and operates with its own employees on the contract.

Count the entire amount of the transportation services provided by a DBE trucking company that performs the work using trucks it leases from another DBE, including an owner-operator, provided that it is responsible for the overall management and supervision of the service and that it uses at least one truck that it owns, insures and operates with its own employees on the contract.

Count the entire amount of fees and commissions charged for providing the management and supervision of transportation services using trucks it leases from a non-DBE trucking company, including owner-operator, provided that it is responsible for the overall management and supervision of the service and that it uses at least one truck that it owns, insures and operates with its own employees on the contract.

A lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

19.4 Contract Compliance

A. Termination and Replacement of DBE Subcontractor. A Contractor may not terminate or replace a DBE subcontractor (or an approved substitute DBE firm) without prior written District consent. After execution of the Contract, replacement or termination of DBE subcontractors/suppliers may be allowed for the reasons specified in 49 C.F.R. 26.53(f). This includes, but is not limited to, instances in which a Contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The District may provide such written consent only if it agrees, for reasons stated in District's concurrence document, that the Contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the following circumstances:

- The listed DBE subcontractor fails or refuses to execute a written contract;
- The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does

not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the Contractor;

- The listed DBE subcontractor fails or refuses to meet the Contractor's reasonable, nondiscriminatory bond requirements;
- The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness;
- The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1200 or applicable state law;
- Contractor has determined that the listed DBE subcontractor is not a responsible subcontractor;
- The listed DBE subcontractor voluntarily withdraws from the project and provides to Contractor written notice of its withdrawal;
- The listed DBE is ineligible to receive DBE credit for the type of work required;
- A DBE owner dies or becomes disabled with the result that the listed DBE subcontractor is unable to complete its work on the contract;
- Other documented good cause that you determine compels the termination of the DBE subcontractor. Provided, that good cause does not exist if the Contractor seeks to terminate a DBE it relied upon to obtain the contract so that the Contractor can self-perform the work for which the DBE subconsultant was engaged or so that the Contractor can substitute another DBE or non-DBE subcontractor after contract award.

Prior to requesting District consent for replacement or termination of a DBE firm, Contractor must meet the following procedural requirements:

Termination: Send a written notice to the DBE of the Contractor's intent to use other forces or material sources and include one or more justifiable reasons listed in 49 C.F.R. 26.532(f). Simultaneously, send a copy of this written notice to District. The written notice to the DBE must request they provide any response within five (5) business days to both the Contractor and District by either acknowledging their agreement or documenting their reasoning as to why the use of other forces or sources of materials should not occur. If the DBE does not respond within five (5) business days, Contractor may move forward with the request as if the DBE had agreed to Contractor's written notice. Submit Contractor's DBE termination request by written letter to District and include one or more justifiable reasons along with supporting documentation, Contractor's written notice to the DBE regarding the request, including proof of transmission and tracking documentation of Contractor's written notice, and the DBE's response to Contractor's written notice, if received. If a written response was not provided, provide a statement to that effect.

Replacement: After receiving District written authorization of DBE termination request, Contractor must obtain the District's written agreement for DBE replacement. Contractor must find or demonstrate good faith efforts to find qualified DBE replacement firms to perform the work to the extent needed to meet the DBE commitment. The following procedures shall be followed to request authorization to replace a DBE firm:

1. Submit a request to replace a DBE with other forces or material sources in writing to the District which must include:

a. Description of remaining uncommitted work item made available for replacement DBE solicitation and participation.

b. The proposed DBE replacement firm's business information, the work they have agreed to perform, and the following:

- Description of scope of work, including the NAICS code, and cost proposal
- Proposed subcontract agreement and written confirmation of agreement to perform on the Contract

2. If Contractor has not identified a DBE replacement firm, submits documentation of Contractor's good faith efforts to use DBE replacement firms within seven (7) days District's authorization to terminate the DBE. Contractor may request District's approval to extend this submittal period to a total of 14 days. Submit documentation of actions taken to find a DBE replacement firm, such as:

- Search results of certified DBEs available to perform the original DBE work identified and or other work Contractor had intended to self-perform, to the extent needed to meet DBE commitment
- Solicitations of DBEs for performance of work identified
- Correspondence with interested DBEs that may have included contract details and requirements
- Negotiation efforts with DBEs that reflect why an agreement was not reached
- If a DBE's quote was rejected, provide reasoning for the rejection, such as why the DBE was unqualified for the work, or why the price quote was unreasonable or excessive
- Copies of each DBE's and non-DBE's price quotes for work identified, as District may contact the firms to verify solicitation efforts and determine if the DBE quotes are substantially higher
- Additional documentation that supports Contractor's good faith efforts

Contractor must promptly provide to the District a copy of all DBE subcontracts upon District request. All subcontractor contracts with DBEs to supply labor or materials require that the subcontract and all lower tier subcontractors be performed in accordance with 49 C.F.R. Part 26.

B. DBE Certification Status. If a DBE subcontractor is decertified during the life of the assignment, the decertified subcontractor shall notify the Contractor in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the assignment, the subcontractor shall notify the Contractor in writing with the date of certification. The Contractor shall furnish the written documentation to the Project Manager.

C. Commercially Useful Function. An DBE must perform a Commercially Useful Function (CUF) under 49 C.F.R 26.55 when performing work or supplying materials listed on *Prime Consultant and Subcontractor/Subconsultant/Supplier Report*. The DBE value of work will only count toward the DBE goal if the DBE performs a CUF. To perform a CUF, the DBE must also be responsible with respect to materials and supplies used on the Contract, for negotiating price,

determining quality and quantity, ordering the material, and installing (where applicable) and paying for the material itself. To determine whether a DBE is performing a CUF, evaluate the amount of work subcontracted, industry practices, whether the amount the firm is to be paid under the Contract is commensurate with the work it is actually performing, and other relevant factors.

Contractor must perform CUF evaluation for each DBE working on a federal-aid contract, with or without a DBE goal. Perform a CUF evaluation at the beginning of the DBE's work and continue to monitor the performance of CUF for the duration of the project. Contractor must provide written notification to the District at least 15 days in advance of each DBE's initial performance of work or supplying materials for the Contract. The notification must include the DBE's name, work the DBE will perform on the contract, including the North American Industry Classification System (NAICS) code, and the location, date, and time of where their work will take place. Within 10 days of a DBE initially performing work or supplying materials on the Contract, Contractor shall submit to District the initial evaluation and validation of DBE performance of a CUF using a form provided by the District. Include the following information with the submittal:

- Subcontract agreement with the DBE
- Purchase orders
- Bills of lading
- Invoices
- Proof of payment

Contractor must monitor all DBE's performance of CUF by conducting quarterly evaluations and validations throughout their duration of work on the Contract using the form provided by the District. Contractor must submit to the District these quarterly evaluations and validations by the 5th of the month for the previous three months of work. Contractor must notify District immediately if they believe the DBE may not be performing a CUF. District will verify DBE's performance of CUF by reviewing the initial and quarterly submissions, submitted supporting information, field observations, and through any additional District evaluations. District will provide written notice to the Contractor and the DBE at least two (2) business days prior to any evaluation. The Contractor and the DBE must participate in the evaluation. An evaluation could include items that must be remedied upon receipt.

If District determines the DBE is not performing a CUF, the Contractor must suspend performance of the noncompliant work. Contractor and DBEs must submit any additional CUF related records and documents within five (5) business days of District's request such as:

- Proof of ownership or lease and rental agreements for equipment
- Tax records
- Employee rosters
- Certified payroll records
- Inventory rosters

Failure to submit required DBE Commercially Useful Function Evaluation form or requested records and documents can result in withholding of payment for the value of work completed by the DBE. If Contractor and/or District determine that a listed DBE is not performing a CUF in

performance of their DBE committed work, Contractor must immediately suspend performance of the noncompliant portion of the work. District may deny payment for the noncompliant portion of the work. District will ask the Contractor to submit a corrective action plan (CAP) to District within five (5) days of the noncompliant CUF determination. The CAP must identify how the Contractor will correct the noncompliance findings for the remaining portion of the DBE's work.

The Contractor must implement the CAP within five (5) days of the District's approval. District will then authorize the prior noncompliant portion of work for the DBE's committed work. If corrective actions cannot be accomplished to ensure the DBE performs a commercially useful function on the Contract, Contractor may have good cause to request termination of the DBE.

A DBE does not perform a CUF if its role is limited to that of an extra participant in a transaction, Contract, or project through which funds are passed in order to obtain the appearance of DBE participation. In determining whether a DBE is such an extra participant, examine similar transactions, particularly those in which DBEs do not participate.

If a DBE does not perform or exercise responsibility for at least thirty percent (30%) of the total cost of its Contract with its own workforce, or the DBE subcontracts a greater portion of the work of the Contract than would be expected on the basis of normal industry practice for the type of work involved, it will be presumed that it is not performing a CUF.

19.5 Prompt Payment to Subcontractors. Contractor shall pay any subcontractor approved by District for Work that has been satisfactorily performed no later than fifteen days (15) days from the date of Contractor's receipt of progress payments by District. District shall hold retainage from Contractor and shall make prompt and regular incremental acceptances of portions of the Contract Work, as determined by District, and pay retainage to Contractor based on these acceptances. Contractor or subcontractor shall return all monies withheld in retention from all subcontractors within fifteen (15) days after receiving payment for Work satisfactorily completed and accepted, including incremental acceptance of portions of the Contract Work by District. Any delay or postponement of payment may take place only for good cause and with District's prior written approval.

Any violation of these provisions shall subject the violating Contractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to Contractor or subcontractor in the event of a dispute involving late payment, or nonpayment by Contractor, or deficient subcontractor's performance, or noncompliance by a subcontractor. Contractors shall include language in their subcontracts that stipulates Contractor and subcontractors will use appropriate alternative dispute resolution mechanisms to resolve payment disputes. Contractor will not be reimbursed for work performed by subcontractors unless and until Contractor ensures that subcontractors are promptly paid for the work they have performed. This clause applies to both DBE and non-DBE subcontractors.

In the event Contractor does not make progress payments or release retentions to the subcontractors in accordance with the time periods in this Section, Contractor will be subject to a charge of two percent (2%) per month on the untimely or improperly withheld payment.

19.6 Electronic Prompt Payment Reporting Requirement. Contractor shall maintain records of all DBE and SBE participation in the performance of Contract, including subcontracts entered into with certified DBEs/SBEs and all materials purchased from certified DBEs/SBEs. It is the Contractor's responsibility to maintain records and documents for three (3) years following the performance of the Contract. These records will be made available for inspection upon request by any authorized representative of the District. This reporting requirement is also extended to any certified DBE/SBE subcontractor/subconsultant.

District staff will monitor paperwork and onsite performance of DBE/SBE contracts to make sure that DBEs/SBEs are actually performing work. Contractor will certify this activity in writing.

Contractor is required to report payments to all subcontractors, subconsultants, suppliers, manufacturers, and truckers (collectively known as "Subcontractors") in the District's Diversity Compliance Management System (DCMS) on a monthly basis. District DCMS, is a web-based electronic reporting system designed to track DBE and SBE participation and record District payments made to the Contractor and subsequent prompt payments made by the Contractor to its subcontractors, including non-DBE/SBE subcontractors. The Contractor shall provide all specified information for all subcontractors for all tiers. **The District may waive the reporting requirements if no subcontractors are used on the contract.**

The Contractor and every subcontractor will receive system notifications via email. The Contractor must report all payments made to subcontractors, for all tiers, within ten (10) calendar days of a system notification. The subcontractor must confirm receipt of payment from the Contractor within five (5) calendar days of an email notification.

To access DCMS, visit our portal at <https://ggbhtd.diversitycompliance.com>.

For assistance, contact ggbhtd@diversitycompliance.com.

It is the Contractor's responsibility to ensure that the subcontractors confirm payments in DCMS in accordance with the requirements set forth above.

If the Contractor fails to comply with the monthly electronic reporting requirements within the time periods required in this section and has not received written approval for an extension, the Contractor agrees to pay a sum of fifty dollars (\$50) each day the monthly reporting is late as liquidated damages. The amount of liquidated damages is not a penalty and covers reasonable damages that the District will sustain, and which are impractical to determine in advance. The District may deduct the amount of liquidated damages from monies due to the Contractor.

Upon completion of each subcontractor's services under this Contract, the Contractor must indicate a final audit, and include final payment information with supporting documentation in DCMS. The administrative deduction amount assessed in accordance with the above paragraph will be returned to the Contractor when all payments to subcontractors have been reported, confirmed and approved by the District. **Final payment will not be processed until all payments to subcontractors have been reported, confirmed and approved by the District.**

19.7 Administrative Remedies.

In the event Contractor fails to comply with the DBE requirements of this Contract in any way, District reserves the right to implement administrative remedies that may include, but are not limited to, withholding of progress payments and contract retentions, imposition of liquidated damages, and termination of Contract in whole or in part.

Any subcontract entered into as a result of this Contract shall contain all the provisions of this section.

ATTACHMENT C

DATA PRIVACY AND SECURITY REQUIREMENTS

1. **DATA PRIVACY.** The Contractor may have access to personally identifiable information ("PII") in connection with the performance of the Contract. PII is any information that identifies or describes a person or can be directly linked to a specific individual. Examples of PII include, but are not limited to, name, address, phone or fax number, signature, date of birth, e-mail address, method of payment, ridership and travel pattern data. District Personally Identifiable Information, or District PII, means any PII relating to the District's customers, consultants, subconsultants, contractors, subcontractors, directors, officers, employees, including permanent, temporary, and provisional employees, and agents, that is collected, owned, licensed, maintained, or accessed by Contractor in the course of performing the services under this Contract.

The Contractor must ensure and maintain the confidentiality, security, safety, and integrity of all District PII, including physical, electronic, and procedural safeguards designed to prevent unauthorized access or use and protect against known or anticipated threats to the security or integrity of such data. This includes, but is not limited to, the secure transport, transmission and storage of District PII used or acquired in the performance of this Contract. Notwithstanding the generality of the foregoing requirements, Consultant will adhere to the following requirements concerning District PII:

- A. The Contractor may not, except as authorized or required by law, reveal or divulge to any person or entity any District PII that becomes known to it during the term of this Contract. The Contractor may not use or attempt to use any such information in any manner that may injure or cause loss, either directly or indirectly, to the District.
- B. The Contractor must maintain policies and programs that prohibit unauthorized disclosure of District PII and promote training and awareness of information security policies and practices. The Contractor must comply, and must cause its employees, representatives, agents, and subcontractors to comply, with such commercially and operationally reasonable directions as the District may make to promote the safeguarding or confidentiality of District PII.
- C. The Contractor must conduct background checks for employees or Subcontractors that have access to District PII or systems hosting District PII.
- D. The Contractor must limit access to computers and networks that host District PII, including without limitation through user credentials and strong passwords, data encryption both during transmission and at rest, firewall rules, and network-based intrusion detection systems.
- E. The Contractor agrees to comply with the information handling and confidentiality requirements outlined in the California Information Practices Act (Civil Code sections 1798 et. seq.) and Civil Code Section 1798.81.5(b). In addition, the Contractor warrants and certifies that in the performance of this Contract, it will comply with all

applicable statutes, rules, regulations and orders of the United States, and the State of California relating to the handling and confidentiality of District PII, including the terms and conditions contained in this Section.

2. **DATA SECURITY**. The Contractor must provide those administrative, physical, and technical safeguards for protection of the security, confidentiality, integrity, and availability of District PII pursuant to the minimum standards of care recommended by the California Attorney General in her February, 2016 report (See <https://oag.ca.gov/breachreport2016>). In particular:

- A. The Contractor agrees to properly secure and maintain any computer systems (hardware and software applications) or electronic media that it will use in the performance of this Contract. This includes ensuring all security patches, upgrades, and anti-virus updates are applied to secure District PII that may be used, transmitted, or stored on such systems in the performance of this Contract.
- B. The Contractor, its employees, agents, Subcontractors, and consultants may not download or otherwise store any District PII onto any Contractor computer, desktop, laptop, thumbdrives, disks, or other portable memory device without such data being encrypted.
- C. The Contractor represents that its hosting environment is built upon a secure infrastructure, which undergoes examinations from an independent auditor in accordance with the minimum standards of care recommended by the California Attorney General in her February, 2016 report (See <https://oag.ca.gov/breachreport2016>). For added security, the Contractor will use multi-factor authentication when accessing the infrastructure. In addition to the independent audit, District will have the right at any time, upon reasonable notice, to audit and inspect: (i) Contractor's facilities where the District PII is stored or maintained; (ii) any computerized systems used to share, disseminate or otherwise exchange District PII; and (iii) Contractor's security practices and procedures, data protection, business continuity and recovery facilities, resources, plans and procedures related to systems where the District PII is shared, disseminated or otherwise exchanged. The audit and inspection rights hereunder shall be for the purpose of verifying Contractor's compliance with this Contract, and all applicable laws.
- D. The Contractor must process and store all District PII in a single-tenant environment and at no time will District PII be commingled with data of independent third-party users of Contractor's services.
- E. The Contractor must have vulnerability management programs to identify and minimize threats and risks on any systems used to store or transmit District PII.
- F. The Contractor represents that the Contractor's management access to the hosting infrastructure is limited to authorized support staff. The security architecture has been designed to control appropriate logical access to the infrastructure to meet industry

standards that meet or exceed the Trust Services Criteria and Principles for Security, Availability, Integrity, and Confidentiality established by the AICPA.

- G. Notwithstanding anything to the contrary in this Contract, the Contractor agrees to retain District PII for no longer than three days after the completion date of this Contract and the District's confirmation that the Contractor may proceed with such deletion. At the conclusion of this retention period, the Contractor agrees to use U.S. Department of Defense ("DoD") –approved method and removal of District PII from any files, with said service being included in the total cost of this Contract. Discarded District PII will be unavailable and unrecoverable following the purge on any storage media including, but not limited to, magnetic disk, optical disk, and memory chips ("Storage Media"). The Contractor agrees to destroy hard-copy documents containing District PII by means of a cross-cut shredding machine. The Contractor also agrees to use DoD—approved methods, or an alternate Client-approved method, to sanitize any Storage Media prior to discarding or when useful life has ended, whichever comes first. At the conclusion of the performance period of this Contract, the Contractor shall submit a certification to the District's Project Manager that all electronic or hard-copy format District PII has been destroyed in accordance with the Contract.
 - H. The Contractor is responsible for the security of the cardholder data the service providers possess or otherwise store, process or transmit on behalf of the District's customers, and to the extent that it could impact the security of the customer's cardholder data environment. The Contractor must at all times remain in compliance with the Payment Card Industry (PCI) Data Security Standard (DSS) requirements, including remaining aware at all times of changes to the PCI DSS and promptly implementing all procedures and practices as may be necessary to remain in compliance with PCI DSS, in each case, at the Contractor's sole cost and expense.
 - I. The Contractor is responsible for complying with the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act"), contained in Title XIII, Subtitle D of the American Reinvestment and Recovery Act of 2009, and the Health Insurance Portability and Accountability Act (HIPAA), including all data security and privacy requirements thereof.
 - J. This Section will survive termination or expiration of this Contract.
3. **NOTICE OF SECURITY BREACH.** The Contractor must immediately notify the District when it discovers that there may have been a data security incident that has or may have resulted in compromise to District PII. For purposes of this Section, immediately is defined as within twenty-four hours of discovery. The Contractor must immediately take such actions as may be necessary to preserve forensic evidence and eliminate the cause of any suspected breach or security vulnerability—and must promptly alert the District of any such circumstances, including information sufficient for the District to assess the nature and scope of any suspected data breach. In the event of an unauthorized disclosure of District PII, the Contractor will be liable for paying for the following costs to remediate any such unauthorized disclosure:

- A. The reasonable cost of providing notice of the breach to individuals affected by such breach;
- B. The reasonable cost of providing required notice of the breach to government agencies, credit bureaus, and/or other required entities;
- C. The cost of providing individuals affected by such breach with credit protection services designed to prevent fraud associated with identity theft crimes for a specific period not to exceed 12 months; and
- D. Any other service required by applicable law.

The Contractor must provide any information and/or support to the District in issuing the actual notification and, at the District's sole discretion, the Contractor must itself provide actual notification if the District desires. This Section will survive termination or expiration of this Contract.

ATTACHMENT D TASK ORDER PROCESS

All work under the Contract will be performed on a task order basis. In cases where it is determined that the District's interests are best served through direct selection, the District may assign a task order to a specific firm. Should the District desire to request proposals from all Contractors under contract, the following process will be followed:

- A. The District shall prepare a Scope of Work for each task and request a proposal from the Contractors. The request will typically be for a technical description of the Contractor's proposed approach to the assignment, the proposed staffing, and a pricing proposal based on either a firm fixed price or on the basis of time and materials, as appropriate for the work involved. Hourly rates for any task order must be the contract rates.
- B. The District will review all proposals received for each request and select the proposal deemed to be in the District's best interests. After reviews, discussions and negotiations with the Contractor, if required, the District will issue a Task Order directing the Contractor to proceed with the work.
- C. Depending on the length or type of the assignment, the Task Order may specify progress payments to the Contractor or a single payment at the end of the assignment.

The District will not assign a task order to a Contractor if there is a conflict of interest that would preclude the Contractor from doing such work.

Exhibit A

PART 2: SCOPE OF SERVICES

1. BACKGROUND

The District's Information Systems (IS) Department has a sizeable portfolio of technology projects that range in scope from backend infrastructure projects to complex technology-led business change projects. The IS Department has its own Project Management Office (PMO) with a total of three full time project managers. At times, there is insufficient internal project management capacity to deliver all projects that are committed to be delivered. Additionally, the District does not always have the range of resource skills required to deliver some projects successfully, particularly in the area of business analysis, testing and training. To this end the District seeks to award agreements to up to five firms to provide resources to cover the gaps in skill and capacity.

The IS PMO uses a combination of Microsoft tools for project management. These include Microsoft Planner and Microsoft Project for tracking actions/ tasks and timeline scheduling, Excel for issues and risks tracking and OneNote for meeting minutes and notes. Microsoft Teams is used to aggregate all project related data.

2. SCOPE OF SERVICES

A. Project Management Services

With the limited resource capacity of the IS PMO there are only so many technology projects that can be undertaken in a given fiscal year. However, with the increased demand for change, delaying the start of projects is not desirable. The District also requires support in specific areas such as requirements gathering, business analysis, software testing and change management and may need to supplement project teams with expert resources. The District is interested in two methods of project delivery:

- (1) **Balanced Engagement** – Consultant provides key project resources to augment the Project Management Office's existing team. This may include a single project manager and/or other project professionals as detailed in section B. This type of service can be considered as a point-in-time engagement.
- (2) **Full Engagement** – Consultant provides a project team to work with the Information Systems department and other departments to fully manage and support a specific project to completion. This team will consist of a single project manager and/ or other project professionals as detailed in Section B. Such projects could range in duration from 4 months to 3 years.

B. Classifications of Project Professionals

Based on the needs of the project(s), the IS PMO will require any one of the project professionals listed below for either a Balanced or Full Engagement. The project professional would work as a member of the IS PMO for the duration of the assignment.

Required Classifications – Proposers must provide rates for the following classifications:

Project Manager

The Project Manager's primary duties would include:

- RFP Preparation for IS Services
- Working with the chosen vendor(s) and the participating parties within the District to deliver the project.
- Working with the procurement department as needed, e.g. contract amendments.
- Responsible for setting up and managing the project schedule, the project budget and project controls; actions, risks and issues logs.
- Overseeing and directing the project ensuring it is moving forward. This includes managing the project team, the vendor, stakeholder expectations, project meetings, and directing communications and work, ensuring that deliverables are being met and issues are resolved or escalated appropriately.

Senior Project Manager

The Senior Project Manager would perform the same duties as a Project Manager, however they would either be assigned as primary, depending on if the project is complex and/ or high profile, or as oversight to an assigned Project Manager.

Project Professional – Business Analyst

The Business Analyst's primary duties would include:

- Working with the business to analyze current business processes to identify problems, opportunities and solutions. Create as-is/ to be process maps. Assess process optimization and process re-engineering.
- Working with the business user community to define business requirements that meet business goals.
- Help to develop functional and non-functional requirements from the defined business requirements.
- Document the requirements needed for procurement documentation.
- Review contract requirements during contract negotiations.

Project Professional – Change Management

The change management resource would assist with:

- Developing an organizational change management plan.
- Help with the execution of the change management plan.

Additional Classifications Desired:

Project Coordinator

The Project Coordinator is responsible for:

- Maintaining project tracking documents and tools with direction from the Project Manager.
- Coordinate meetings.
- Help prepare meeting material with direction from the Project Manager.

Project Professional – Requirements Management

The requirements management resource is expected to:

- Manage and track requirements to ensure that they are delivered, tested and accepted. Capture and track requirement changes.

Project Professional – Data Management

The data management resource is expected to:

- Develop data conversion/ migration plans.
- Develop and implement data cleansing strategies.
- Work with IS application engineers to establish a practical methodology for converting and migrating data from legacy systems to new systems.

Project Professional – Interface Management

The interface management resource is expected to:

- Identify and define system interfaces.
- Develop interface management plans.

Project Professional – Systems Architect

The System Architect's primary duties include:

- Work with the business and Information Systems to analyze and design IT systems based on requirements and existing architecture.
- Design and maintain systems for hardware and software.
- Create and monitor end-to-end integrated systems.
- Create and update documentation for existing and/or new systems.

Project Professional – Test Management

The test management resource is expected to:

- Work with IS Application engineers to develop comprehensive Test Management plans.
- Work with IS Application engineers and/ or application vendors to develop plans for user acceptance testing and system testing.
- Help to develop test cases and test scripts.

Project Professional – Training Management

The training management resource is expected to:

- Develop a training management plan.
- Develop customized training material as necessary.
- Deliver training.

Project Professional – Implementation Management

The implementation management resource is expected to:

- Develop implementation plans.
- Work with the Project Manager to identify activities that will need to be included in the project plan.
- Be responsible for communicating the implementation plan to the business and ensuring readiness for the rollout.
- Monitor rollout.

3. LOCATION

The District anticipates that the work assigned under some task orders could be completed remotely, while some work may require on-site services at District locations, including but not limited to:

- Golden Gate Bridge District’s Headquarters, Golden Gate Bridge Toll Plaza, San Francisco, CA
- Golden Gate Transit Administration Offices, 1011 Anderson Drive, San Rafael, CA
- Ferry Terminal, 101 East Sir Francis Drake Blvd., Larkspur, CA

Proposers do not need to have a local office to submit a proposal.

4. ELIGIBILITY REQUIREMENTS

The District prefers that, proposers meet the following requirements:

- (1) Proposer has been regularly and continuously engaged in the business of providing IT project management services for at least the past two years.
- (2) Proposer has provided IT project management services for at least one public or private entity within the past five years.

END OF PART 2

Exhibit B

Kaygen, Inc. - Hourly Rates by Classification

Hourly rates will be firm for the first two years, through November 30, 2026.

	Job Title/Classification	Hourly Billing Rate (\$)		
		Onsite	Offsite	Offshore
1	Project Manager	\$124	\$119	\$32
2	Senior Project Manager	\$129	\$125	\$32
3	Project Professional - Business Analyst - Level III	\$105	\$99	\$26
4	Project Professional - Change Management - Level III	\$115	\$110	\$26
5	Project Coordinator - Level III	\$85	\$80	\$22
6	Project Professional - Requirements Management - Level III	\$110	\$105	\$26
7	Project Professional - Data Management - Level III	\$130	\$126	\$32
8	Project Professional - Interface Management - Level III	\$130	\$126	\$32
9	Project Professional - Systems Architect - Level III	\$136	\$131	\$37
10	Project Professional - Test Management - Level III	\$114	\$109	\$29
11	Project Professional - Training Management - Level III	\$105	\$100	\$25
12	Project Professional - Implementation Management - Level III	\$123	\$118	\$32
13	Project Professional - Business Analyst - Level I	\$81	\$74	\$19
14	Project Professional - Business Analyst - Level II	\$94	\$87	\$22
15	Project Professional - Change Management - Level I	\$87	\$80	\$19
16	Project Professional - Change Management - Level II	\$102	\$95	\$22
17	Project Professional - Project Coordinator - Level I	\$62	\$55	\$16
18	Project Professional - Project Coordinator - Level II	\$74	\$67	\$18
19	Project Professional - Requirements Management - Level I	\$84	\$79	\$19
20	Project Professional - Requirements Management - Level II	\$96	\$89	\$22
21	Project Professional - Data Management - Level I	\$98	\$91	\$22
22	Project Professional - Data Management - Level II	\$112	\$105	\$28
23	Project Professional - Interface Management - Level I	\$98	\$91	\$28
24	Project Professional - Interface Management - Level II	\$112	\$105	\$30
25	Project Professional - Systems Architect - Level I	\$108	\$101	\$30
26	Project Professional - Systems Architect - Level II	\$120	\$113	\$35
27	Project Professional - Test Management - Level I	\$88	\$81	\$22
28	Project Professional - Test Management - Level II	\$98	\$91	\$25
29	Project Professional - Training Management - Level I	\$73	\$67	\$15
30	Project Professional - Training Management - Level II	\$86	\$79	\$21
31	Project Professional - Implementation Management - Level I	\$98	\$91	\$25
32	Project Professional - Implementation Management - Level II	\$110	\$103	\$28



December 1, 2024

Rashmi Chaturvedi
Kaygen Inc.
100 Spectrum Center Drive, Suite 890
Irvine, CA 92618

SUBJECT: 2024-D-001-05 – On-Call IT Project Management Services

Dear Ms. Chaturvedi,

The Golden Gate Bridge, Highway and Transportation District authorized award of a contract relative to the subject procurement to your company on October 25, 2023.

Attached, for your files, is the fully-executed Contract with its component part(s). This letter serves as your Notice to Proceed, effective December 1, 2024.

A Purchase Order (PO) number will be provided relative to each task order issued under this contract. Once your firm receives this number, please add the PO number, Contract number, and task order number, if applicable, on each invoice and send the invoice to the District's Accounting Department via electronic mail at accountspayable@goldengate.org.

Also, attached is a letter from the DBE Program Administrator regarding the District's Disadvantaged Business Enterprise (DBE) Policy.

If you have any questions, please contact Project Manager Malini Brown at mabrown@goldengate.org.

If I may be of further assistance, please do not hesitate to contact me at (415) 923-2208.

Sincerely,



Brian Garrity, CPSM, C.P.M., CPPB
Director of Procurement
Attachments

c: A Ko-Wong, K Hopper, F Lu, M Brown, B Garrity, K Barnard, A Davenport, S Miller, T Taniguchi, L Duncan, District Secretary's Office, Contracts Office (by electronic mail only)



As you know, the Golden Gate Bridge, Highway and Transportation District (District) is committed to a Diversity Program for Contracts in accordance with 49 Code of Federal Regulations (C.F.R.) Part 26, issued by the U.S. Department of Transportation. To the extent that the Program's policy, objectives, and efforts involve race/gender-neutral methods, the Program applies to all District contracts regardless of funding source.

Pursuant to 49 C.F.R. §26.23, the District is required to provide a copy of its DBE policy statement to DBE and non-DBE businesses that perform work on its contracts. Please review the enclosed policy statement and circulate it to subcontractors/subconsultants/suppliers, if any, that are assisting you with the project.

Furthermore, we encourage your firm to use financial institutions owned and controlled by socially and economically disadvantaged individuals in our community. For your consideration, enclosed is a list of minority-owned financial institutions located in the San Francisco Bay Area.

Should you have any questions, please feel free to contact me at (415) 257-4581.

Sincerely,

Artemisé Davenport

Artemisé Davenport
Manager, DBE and Workforce Inclusion

Enclosures



I. POLICY (Section 26.23)

The Golden Gate Bridge, Highway and Transportation District ("District") is committed to a Diversity Program for the participation of Disadvantaged Business Enterprises ("DBEs") and Small Business Enterprises ("SBEs") in District contracting opportunities in accordance with 49 Code of Federal Regulations ("C.F.R.") Part 26, revised as of April 9, 2024, as may be amended ("Regulations"). It is the policy of the District to ensure nondiscrimination on the basis of race, color, national origin, or sex in the award and performance of any U.S. Department of Transportation assisted contracts or in the administration of its DBE Program or the requirements 49 C.F.R. Part 26. It is the intention of the District to create a level playing field on which DBEs and SBEs can compete fairly for contracts and subcontracts relating to the District's construction, procurement, and professional services activities.

In order to achieve DBE participation, the District has developed procedures to remove barriers to DBE participation in the bidding and award process and to assist DBEs to develop and compete successfully outside of the DBE Program. One such procedure includes the establishment of a Small Business Enterprise Element of the District's Diversity Program for Contracts. The SBE Element provides a race-neutral means of encouraging DBE participation, and allows for contract-specific SBE goals when appropriate.

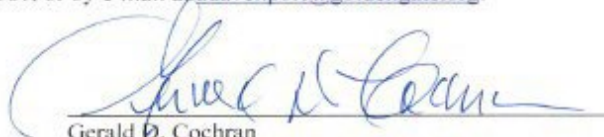
The Board of Directors is responsible for establishing the DBE policy of the District. The General Manager of the District is responsible for ensuring adherence to this policy. The Manager of DBE and Workforce Inclusion, in coordination with all District Officers, Division Managers, Department Heads, and Purchasing and Buying staff, is responsible for the development, implementation, and monitoring of the Diversity Program for Contracts in accordance with the District's nondiscrimination policy. It is the expectation of the Board of Directors and the General Manager that all District personnel shall adhere to the spirit, as well as the provisions and procedures, of this Program.

This policy will be circulated to all District personnel and to members of the community that perform or are interested in performing work on District contracts. The complete Diversity Program for Contracts and analysis regarding the overall DBE goal(s) and/or project goal(s) established every three years are available to review at <http://goldengate.org> or by visiting the District's administrative office at 1011 Andersen Drive, San Rafael, CA 94901.

The Manager of DBE and Workforce Inclusion position is designated as the Disadvantaged Business Enterprise Liaison Officer (DBELO) who implements all aspects of the District's DBE Program with independent and direct access to the General Manager. For questions or further information regarding this Program, please contact Manager, DBE and Workforce Inclusion, Artemis Davenport, by telephone at (415) 257-4581, or by e-mail at adavenport@goldengate.org.

Date:

8/23/2024


Gerald D. Cochran
President, Board of Directors

MINORITY-OWNED BANKS SERVING THE SAN FRANCISCO BAY AREA

BANK OF THE ORIENT

<https://www.bankorient.com/en-us/>

233 Sansome St., San Francisco, CA 94104 (415) 338-0843
1023 Stockton St., San Francisco, CA 94108 (415) 338-0894
317 Sixth Ave., San Francisco, CA 94118 (415) 338-0809
388 9th St. Suite 121, Oakland, CA 94607
(510) 834-0731
2001 Irving St., San Francisco, CA 94122 (415) 338-0600
979 Broadway, Suite 103, Millbrae, CA 94030
(650) 259-3375

CALIFORNIA PACIFIC BANK

<https://www.calpacificbank.com/>

100 Montgomery Street, Suite 2250, San Francisco, CA 94104
(415) 399-8000
194 Francisco Lane, Suite 100, Fremont, CA 94539
(510) 252-9200

GATEWAY BANK

<https://www.gatewayfsb.com/>

360 8th St. Oakland, CA 94607
(510) 268-8108

METROPOLITAN BANK

www.metropolitanbankca.com

381 8th St., Oakland, CA 94607
(510) 834-7534
250 East 18th St., Oakland, CA 94606 (510) 834-1933
1355 Stockton Street, San Francisco, CA 94133 (415) 986-6999
1816 Tully Rd., #192, San Jose, CA 95133
(408) 274-3707

MISSION NATIONAL BANK

www.mnbsf.com

3060 16th St., San Francisco, CA 94103 (415) 826-3627
447 Sutter St., Ste. 101, San Francisco, CA 94108
(415) 580-7100
2855 Telegraph Ave., Berkeley, CA 94705
(510) 848-0161

ATTACHMENT H
LOBBYING CERTIFICATION

**LOBBYING CERTIFICATION FOR CONTRACTS GRANTS,
LOANS AND COOPERATIVE AGREEMENTS
(Pursuant to 49 CFR Part 20, Appendix A)**

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for making lobbying contacts to an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form--LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions and as amended by "Governmentwide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1412 (1/19/96).
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and Contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than Ten Thousand Dollars (\$10,000) and not more than One Hundred Thousand Dollars (\$100,000) for each such failure.

The Proposer, Kaygen, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Proposer understands and agrees that the provisions of 31 USC A 3801, et. seq. apply to this certification and disclosure, if any.



Signature of Authorized Official

Rashmi Chaturvedi, President

Name and Title of Authorized Official

06/28/2024

Date

DISCLOSURE OF LOBBYING ACTIVITIES Complete this form to disclose lobbying activities pursuant to Title 31 USC Section 1352		
1. Type of Federal Action: a. Contract b. Grant c. Cooperative Agreement d. Loan e. Loan Guarantee f. Loan Insurance	2. Status of Federal Action: a. Proposal/Offer/Application b. Initial Award c. Post-Award	3. Report Type: a. Initial Filing b. Material Change For Material Change Only: Year _____ Quarter _____ Date of Last Report: _____
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier, if known: _____ Congressional District, if known: _____	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known: _____	
6. Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
8. Federal Action Number, if known:	9. Award Amount, if known:	
10.a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):	10.b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
<i>(Attach Continuation Sheet(s), if necessary)</i>		
11. Amount of Payment (check all that apply): \$ _____ ☐ Actual ☐ Planned	13. Type of Payment (check all that apply): ☐ a. Retainer ☐ b. One-Time Fee ☐ c. Commission ☐ d. Contingent Fee ☐ e. Deferred ☐ f. Other; specify _____	
12. Form of Payment (check all that apply): ☐ a. Cash ☐ b. In-Kind; specify: Nature _____ Value _____		
14. Brief description of services performed or to be performed and date(s) of service, including officer(s), employee(s), or member(s) contacted, for payment indicated in Item 11:		
<i>(Attach Continuation Sheet(s), if necessary)</i>		
15. Continuation Sheet(s) SF-LLL-A attached: ☐ Yes ☐ No		
16. Information requested through this form is authorized by Title 31 USC Section 1352. This disclosure of lobbying activities is a material representation of fact upon which reference was placed by the user above when this transaction was made or entered into. This disclosure is required pursuant to 31 USC Section 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than Ten Thousand Dollars (\$10,000) and not more than One Hundred Thousand Dollars (\$100,000) for each failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No. _____ Date: _____	

DISCLOSURE OF LOBBYING ACTIVITIES
CONTINUATION SHEET

Reporting Entity: _____ Page _____ of _____

NOT APPLICABLE

Authorized for Local Reproduction

Standard Form – LLL-A

Billing Codes 3410-01-C; 6450-01-C; 6690-01-C; 8025-01C; 7510-01-C; 3510-FE-C; 120-01-C;
4710-24-C; 6116-01-C; 6051-01-C; 8230-01-C; 3210-01-C; 4210-32-C; 4410-18-C; 4510-23-C;
4810-25-C; 3001-01-C; 4000-01-C; 3820-01-C; 6560-50-C; 6820-61-C; 4310-RF-C; 6718-01-C;
4150-04-C; 7555-01-C; 7537-01-C; 7536-01-C; 6050-28-C; 4910-62-C

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime federal recipient, at the initiation or receipt of a covered federal action, or a material change to a previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered federal action.
2. Identify the status of the covered federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee", then enter the full name, address, city, state, and zip code of the prime federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the federal program name or description for the covered federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate federal identifying number available for the federal action identified in Item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered federal action where there has been an award or loan commitment by the federal agency, enter the federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered federal action.
(a) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a).
(b) Enter last name, first name, and middle initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with federal officials. Identify the federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

Attachment G

Description of the Selection Process of Subcontractors/Subconsultants/Suppliers

RFP # and Name: **2024-D-001 On-Call IT Project Management Services**

Proposer's Name: **Kaygen, Inc.**

Address: **100 Spectrum Center Drive, Suite 890, Irvine, CA 92618**

Phone: **949 203 5100**

Fax: _____

E-Mail: **publicsector_rfp@kaygen.com**

Owner or Contact Person: **Rashmi Chaturvedi** Title: **President**

Provide a narrative description of how the proposer selected its subcontractors/subconsultants/suppliers, including the following elements: (Please attach additional sheets as necessary.)

1. Soliciting small businesses, including DBEs, to participate through all reasonable and available means.

Example: Include attendance at pre-proposal meeting, advertisements, written notices and agencies, organizations or groups contacted to provide assistance in contacting, recruiting and using small business concerns.

Kaygen is submitting its response as a Small Business (SB), Woman-Owned Business (WB), Minority Business Enterprise (MBE), and Disadvantaged Business Enterprise (DBE) without soliciting any subcontractors or consultants at this stage. Our approach leverages our internal expertise and resources to meet the project's requirements effectively. However, should the need arise to involve additional subcontractors or subconsultants in the future, Kaygen will employ a comprehensive and inclusive approach to ensure the participation of small businesses, including DBEs. This approach will include actively participating in pre-proposal meetings to network and identify potential small business partners, placing advertisements, and sending written notices to inform and invite small businesses to collaborate. Additionally, we will engage with relevant agencies, organizations, and groups to seek assistance in reaching out to, recruiting, and utilizing small business concerns. Kaygen remains committed to supporting small and disadvantaged businesses and will take all reasonable and available measures to ensure their participation when the opportunity arises.

2. Selecting portions of the work that are economically feasible for small businesses, including DBEs.

Example: List items of work which the proposer made available to small business concerns, including, where appropriate, any breaking down of the contract work items (including those items normally performed by the proposer with its own forces) into economically feasible units to facilitate small business participation.

At this stage, Kaygen is submitting its response as an independent Small Business (SB), Woman-Owned Business (WB), Minority Business Enterprise (MBE), and Disadvantaged Business Enterprise (DBE) without engaging subcontractors or consultants. Consequently, there has been no selection or division of work portions for small business participation.

However, if the need to involve additional subcontractors or subconsultants arises in the future, Kaygen will ensure that economically feasible portions of the work are made available to small businesses, including DBEs. We will carefully analyze the project scope

Attachment G

and identify tasks that can be broken down into manageable units to facilitate the participation of small business concerns. This will involve evaluating work items that can be performed efficiently by small businesses and making those opportunities accessible. Our commitment is to create an inclusive environment where small and disadvantaged businesses have the chance to contribute meaningfully to the project, leveraging their capabilities and expertise.

By taking this approach, we aim to maximize the participation of small businesses, ensuring they have the opportunity to engage in and benefit from the project.

3. Providing adequate information about plans, specifications and requirements in a timely manner to small businesses, including DBEs.

Example: List dates of written notices soliciting proposals from small businesses and the dates and methods used for following up initial solicitations to determine with certainty whether the small businesses were interested.

Kaygen will ensure that all relevant information is provided well in advance of proposal deadlines to give small businesses sufficient time to prepare. Follow-up actions will include direct communication through emails, phone calls, and meetings to confirm their interest and address any questions or concerns. We will maintain a detailed record of these interactions, including dates and methods used, to ensure transparency and clarity in the solicitation process.

Our commitment is to facilitate an inclusive environment where small and disadvantaged businesses have ample opportunity to participate, ensuring they receive all necessary information promptly and clearly.

4. Negotiating in good faith with small business concerns, including DBEs.

Kaygen is committed to negotiating in good faith with small business concerns, including DBEs. Our approach will involve transparent and fair negotiations, ensuring that small businesses have a clear understanding of project requirements, timelines, and compensation. We will actively seek to establish mutually beneficial agreements that recognize the value and capabilities of small business partners.

We will initiate negotiations by providing detailed project information and listening to the concerns and proposals of small business partners. Our aim will be to address any issues promptly and constructively, striving to reach agreements that are fair and equitable. This includes being flexible with contract terms where possible, ensuring timely payments, and offering support to help small businesses meet project demands effectively.

Kaygen's commitment to good faith negotiations underscores our dedication to fostering strong, collaborative relationships with small and disadvantaged businesses, promoting their growth and success within the project framework.

Attachment G

5. Not rejecting small business concerns, including DBEs, as unqualified without sound business reasons.

Example: Explain reasons for rejecting proposals from small business concerns and accepting sub-proposals from selected firms.

We will not reject proposals from small business concerns, including DBEs, as unqualified without sound business reasons. Our evaluation criteria will focus on technical competence, relevant experience, capacity to meet project requirements, and competitive pricing.

If a proposal from a small business concern is deemed unsuitable, Kaygen will provide clear and substantiated reasons for the decision, based on objective assessments of the proposal's alignment with project needs and our quality standards. Conversely, when selecting firms for sub-proposals, we will prioritize those that demonstrate strong qualifications, a track record of success, and a commitment to project objectives.

Our goal is to support the growth and participation of small and disadvantaged businesses by fostering an equitable and supportive procurement process. This includes providing constructive feedback and guidance to help small business concerns improve their competitiveness and contribute effectively to project success.

6. Making efforts to assist small business concerns, including DBEs, in obtaining required bonding, lines of credit, or insurance.

Our approach will involve providing guidance on the requirements and processes involved in securing these financial instruments. We will also offer referrals to reputable bonding companies, financial institutions, and insurance providers that specialize in supporting small businesses.

Kaygen recognizes the importance of these financial tools in enabling small and disadvantaged businesses to participate in larger projects. We will work collaboratively with small business concerns, offering assistance and resources to help them navigate these requirements effectively. By doing so, we aim to foster an inclusive and supportive environment where small businesses can compete on an equal footing and contribute to project success.

7. Making efforts to assist small business concerns, including DBEs, in obtaining necessary equipment, supplies or materials.

Our approach will involve providing guidance on sourcing options, referrals to suppliers, and information on available resources or assistance programs. We recognize that access to necessary resources is critical for small and disadvantaged businesses to effectively participate in projects. Kaygen will strive to facilitate connections and provide support to help these businesses acquire the equipment, supplies, or materials needed to fulfill their

Attachment G

roles in the project. By doing so, we aim to promote equity and opportunities for small businesses, contributing to overall project success through inclusive collaboration.

8. Describe any other steps that the proposer used to select its subcontractors/subconsultants/suppliers.

Our approach will include:

1. **Needs Assessment:** Conducting a comprehensive assessment of project requirements to determine specific roles and expertise needed from subcontractors or subconsultants.
2. **Market Research:** Researching and identifying potential subcontractors, subconsultants, and suppliers with the required qualifications, capabilities, and certifications, including SB, WB, MBE, and DBE classifications.
3. **Outreach and Solicitation:** Issuing solicitations and requests for proposals to eligible firms, including small businesses and DBEs, ensuring clarity on project scope, timelines, and expectations.
4. **Evaluation Criteria:** Establishing clear evaluation criteria based on technical competence, relevant experience, capacity to meet project requirements, and competitive pricing.
5. **Selection Process:** Conducting a fair and transparent selection process that includes reviewing proposals, conducting interviews or meetings where necessary, and evaluating references and past performance.
6. **Contract Negotiation:** Negotiating contract terms and conditions in good faith, ensuring mutual understanding and agreement on responsibilities, deliverables, timelines, and compensation.

Throughout this process, Kaygen is committed to promoting opportunities for small and disadvantaged businesses to participate meaningfully in projects. We will prioritize transparency, fairness, and inclusivity in our subcontractor and subconsultant selection processes, aiming to build collaborative partnerships that contribute to project success and community development.

The undersigned certifies that the above narrative description is true and accurate, and may be relied upon by the District in evaluating the proposer's compliance with the proposal requirements.



Signature of Owner or Authorized Representative

President

Title

06/28/2024

Date

Attachment F

GOLDEN GATE BRIDGE, HIGHWAY & TRANSPORTATION DISTRICT Prime Consultant and Subcontractor/Subconsultant/Supplier Report

Bidder's Name: Kaygen, Inc. Contract # and Name: RFP #2024-D-001, RFP For On-Call IT Project Management Services
 Address: 100 Spectrum Center Drive, Suite 890, Irvine, CA 92618 Is your firm a Disadvantaged Business Enterprise: Yes Yes No ----
 Owner or Contact Person: Rashmi Chaturvedi, President Phone: (949) 203 5100 Fax: ()
 E-Mail: publicsector_rfp@kaygen.com Ethnicity: SA Gender: Female Annual Gross Receipts: < \$15 Million+ Age of Firm: 20+ years

Instructions: Please provide information **on ALL firms** (subcontractors/subconsultants/suppliers) that provided Bidder a bid, quote, or proposal to perform work, provide labor, render services or provide supplies in connection with this contract **WHETHER BID WAS ACCEPTED OR NOT**. You shall provide this information for all sub-bidders regardless of tier for both DBEs and non-DBEs alike. Include all bid acceptance(s) AND rejection(s). If no subcontractors/subconsultants/suppliers will be used, mark "N/A" and sign the form.

Provide the North American Industry Classification System (NAICS) code(s) applicable to each scope of work the firm is sought out to perform on the contract. NAICS search <https://www.census.gov/naics/>.

Ethnicity: Indicate whether the majority owner is (AS) Asian-Pacific; (B) Black; (H) Hispanic; (N) Native; (SA) Subcontinent Asian; (NM) Non-Minority Woman; or (O) Other

Gender: Indicate gender at birth for the majority owner, either Male or Female. Make a copy of this form for additional firms.

Signature is required on page two of this form to be deemed responsive.

Subcontractor/Subconsultant/Supplier Firm Name/Address/Contact Information		Contractor's License No. DIR Registration No.	DBE/SBE (Yes*/No)	Portion of Work or Type of Materials/Supplies (DBE suppliers must complete the DBE Supplier Form)	NAICS Code(s) for each work item	Dollar Amount of Work Materials/Supplies	Bid/Quote Accepted (Yes**/No)	DBE/SBE Amount***	Annual Gross Receipts
1	Name:	N/A	N/A	N/A	N/A	N/A	N/A	N/A	< \$1 Million
	Address:			N/A	N/A				< \$5 Million
				N/A	N/A				< \$10 Million
	Contact Person:			N/A	N/A				< \$15 Million +
	E-mail:			N/A	N/A				
	Phone:			N/A	N/A				
	Ethnicity:			N/A	N/A				Age of Firm: _____
	Gender:								
2	Name:	N/A	N/A	N/A	N/A	N/A	N/A	N/A	< \$1 Million
	Address:			N/A	N/A				< \$5 Million
				N/A	N/A				< \$10 Million
	Contact Person:			N/A	N/A				< \$15 Million +
	E-mail:			N/A	N/A				
	Phone:			N/A	N/A				
	Ethnicity:			N/A	N/A				Age of Firm: _____
	Gender:								
3	Name:	N/A	N/A	N/A	N/A	N/A	N/A	N/A	< \$1 Million
	Address:			N/A	N/A				< \$5 Million
				N/A	N/A				< \$10 Million
	Contact Person:			N/A	N/A				< \$15 Million +
	E-mail:			N/A	N/A				
	Phone:			N/A	N/A				
	Ethnicity:			N/A	N/A				Age of Firm: _____
	Gender:								

Attachment F

Prime Consultant and Subcontractor/Subconsultant/Supplier Report (Continued)

Subcontractor/Subconsultant/Supplier Firm Name/Address/Contact Information		Contractor's License No. DIR Registration No.	DBE/SBE (Yes*/No)	Portion of Work or Type of Materials/Supplies (DBE suppliers must complete the DBE Supplier Form)	NAICS Code(s) for each work item	Dollar Amount of Work Materials/Supplies	Bid/Quote Accepted (Yes**/No)	DBE/SBE Amount***	Annual Gross Receipts
4	Name:	N/A	N/A	N/A	N/A	N/A	N/A	N/A	< \$1 Million
	Address:			N/A	N/A				< \$5 Million
				N/A	N/A				< \$10 Million
	Contact Person:			N/A	N/A				< \$15 Million +
	E-mail:			N/A	N/A				
	Phone:			N/A	N/A				
	Ethnicity:			N/A	N/A				Age of Firm: _____
	Gender:								
5	Name:	N/A	N/A	N/A	N/A	N/A	N/A	N/A	< \$1 Million
	Address:			N/A	N/A				< \$5 Million
				N/A	N/A				< \$10 Million
	Contact Person:			N/A	N/A				< \$15 Million +
	E-mail:			N/A	N/A				
	Phone:			N/A	N/A				
	Ethnicity:			N/A	N/A				Age of Firm: _____
	Gender:								

Attach additional sheets as necessary.

DBE/SBE Amount:

\$N/A

=

N/A

% Bidder's DBE/SBE Achievement

Total Bid Amount:

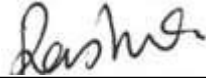
\$N/A

* If Yes, please also provide certification number or [California Unified Certification Program Firm ID](#) number.

** Do not indicate more than one “Yes” for alternative subcontractors for the same work. **Do not indicate TBD for “Bid Quote Accepted.”**

*** DBE participation includes that portion of the work actually performed by a certified DBE with its own forces. The **DBE Regular Dealer/Distributor Affirmation Form** must be submitted to confirm counting determinations for DBE supplier/distributor credit. Count 60%, of the cost of materials and supplies or 40% for DBE distributor.

The undersigned agrees that if it is the successful bidder and is awarded the contract with Golden Gate Bridge, Highway & Transportation District, it will enter into a formal agreement with the subcontractor(s), subconsultant(s) and/or supplier(s) whose bid/quote was accepted for the work as indicated above. I certify that the information included on this form is accurate and true.



Signature of Owner or Authorized Representative

Rev May 2024

Title: **President**

Date: **06/28/2024**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/14/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Technical Insurance Solutions, LLC 1000 Gattis School Road, Suite 250 Round Rock TX 78664		CONTACT NAME: Technical Insurance PHONE (A/C, No, Ext): 832-277-6540 FAX (A/C, No): 512-829-3488 E-MAIL ADDRESS: COI@techinsuranceinc.com	
INSURED Kaygen, Inc. 100 Spectrum Center Dr Ste 890 Irvine CA 92618		INSURER(S) AFFORDING COVERAGE INSURER A: Hartford Fire Insurance Group INSURER B: Hanover Insurance Company INSURER C: Travelers Insurance Company INSURER D: INSURER E: INSURER F:	
		NAIC # 19682 22292 25658	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	X	X	65SBABC3R9E	07/03/2024	07/03/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	X	X	65SBABC3R9E	07/03/2024	07/03/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	X	X	65SBABC3R9E	07/03/2024	07/03/2025	EACH OCCURRENCE \$ 9,000,000 AGGREGATE \$ 9,000,000
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	E&O/Cyber Liability / Media Liability			65TE0533276/PHSD1809729	07/03/2024	07/03/2025	\$10,000,000each \$10,000,000agg
B	3rd Party Crime			BHD1602775	07/03/2024	07/03/2025	\$3,000,000
C	EPLI			107313080	07/03/2024	07/03/2025	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

THE GOLDEN GATE BRIDGE, HIGHWAY AND TRANSPORTAION DISTRICT AND ITS RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND AGENT WHILE ACTING IN SUCH CAPACITY, AND THEIR SUCCESSORS ARE ASSIGNEES ARE ADDITIONAL INSURED ON THE GENERAL LIABILITY AND AUTOMOBILE LIABILITY POLOCIES REFERENCED ABOVE.

CERTIFICATE HOLDER**CANCELLATION**

Golden Gate Bridge, Highway & Transportation District
P.O. Box 9000, Presidio Station
San Francisco, CA 94129-0601

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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