REQUEST FOR PROPOSALS FOR MICROSOFT AND VMWARE PROFESSIONAL SERVICES
(RFP #2023-D-006)

NOTICE INVITING PROPOSALS

The Golden Gate Bridge, Highway and Transportation District ("District") acting as lead agency for Axia Cooperative, is seeking proposals from qualified firms in response to this Request for Proposals ("RFP") for Microsoft and VMware Professional Services (the "Services").

The District intends to award up to five (5) contracts as a result of this solicitation for the Services to the proposers selected based on the procurement process detailed herein ("Selected Proposer"), subject to approval by the District's General Manager or Board of Directors. The base term will be 3 years with up to 2 additional 1-year options terms. The total yearly budget for all contracts combined will be $750,000, although all services will be performed on an on-call, task order basis and there is no guaranteed compensation for any contract.

This RFP sets forth the requirements for the preparation, submission, and evaluation of proposals submitted to the District. This RFP is organized into the following four parts and applicable attachments:

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Proposers are responsible for examining, with appropriate care and diligence, all documents contained this RFP and fully informing themselves of all relevant aspects of the Services. By submitting a proposal in response to this RFP, proposers represent that they have examined this RFP and are familiar with the Scope of Services.

The District is committed to and has adopted a Diversity Program for Contracts for the participation of Disadvantaged Business Enterprises (DBEs) and Small Business Enterprises (SBEs) in the District's contracting opportunities in accordance with 49 C.F.R. Part 26, as may be amended. It is the District's policy to ensure nondiscrimination on the basis of race, color, national origin, or sex in the award and administration of contracts. Proposers are required to cooperate with the District's efforts to meet these commitments and objectives. Proposers are strongly encouraged to obtain DBE and SBE participation on this project, although there is no contract-specific DBE or SBE goal established. Please refer to Part 4 of this RFP for the DBE/SBE requirements and forms applicable to this RFP and any contract awarded pursuant to this RFP. For DBE/SBE assistance, please contact Artemisé Davenport, DBE Program Administrator, at (415) 257-4581.

A contract awarded in connection with this RFP will be financed in part with federal funds. The Selected Proposer will be expected to provide the Services in compliance with applicable federal laws, rules and regulations.

PROCUREMENT PORTAL

To download and respond to this RFP, proposers must register on the District's Procurement Portal at https://ggbhtd.bonfirehub.com. Once registered, proposers may view and download the RFP documents on the District's Procurement Portal by visiting the "Open Public Opportunities" page, clicking on "View Opportunity" next to this RFP, and selecting "Supporting Documentation" for this RFP.

DESIGNATED PROCUREMENT CONTACT

For general questions regarding this RFP, please contact Kimberly Barnard at kbarnard@goldengate.org or 415-923-2255.

BACKGROUND

The Golden Gate Bridge, Highway and Transportation District (District) is a California Special District created by the Legislature in 1923 pursuant to California Streets & Highways Code Section 27000 et seq. The District is governed by a 19-member board composed of members representing the City and County of San Francisco, Marin County, Sonoma County, Napa County, Mendocino County and Del Norte County. The District is based in San Francisco and consists of three operating divisions, Bridge, Bus, and Ferry, as well as an administrative District Division. The District Division has no revenues and all its expenses are allocated to general and administrative expenses in the operating divisions. The District operates and maintains the Golden Gate Bridge and a fleet of buses and ferryboats. Golden Gate Ferry currently operates seven passenger ferries from Larkspur, Tiburon, and Sausalito in Marin County to San Francisco. An active fleet of buses

operates in Marin, Sonoma, Contra Costa, and San Francisco counties. The District receives funds primarily from Bridge tolls, transit fares and federal, state and local grants.

AXIA COOPERATIVE INFORMATION

The District, as the Lead Procurement Agency, as defined in Attachment J, has partnered with Axia Coop LLC ("Axia Cooperative") to make the contract resulting from this solicitation (also known as the "Master Agreement" in materials distributed by Axia Cooperative) available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through Axia Cooperative's cooperative purchasing program. In order to use the Master Agreement a Public Agency must be registered with Axia Cooperative as a Participating Public Agency in Axia Cooperative's cooperative purchasing program. Attachment J contains additional information on Axia Cooperative and the cooperative purchasing agreement. The District expects the Proposer to agree to all Axia Cooperative terms and conditions, and to enter into all necessary agreements with Axia Cooperative contained in Attachment K. However, the District reserves the right to enter into an agreement with a selected Proposer that does not participate in the Axia Cooperative.

The District will not be a party to any agreement entered into between the Proposer and the Public Agencies. All disputes, claims, or other issues arising from the Proposer and the Public Agencies' use of the Master Agreement through the Axia Cooperative will be solely between the Public Agencies and the Proposer. The District will not be liable in any way for any claims arising from the use of the Master Agreement by the Public Agencies.

Brian Garrity

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

Dated at San Francisco, this 21st of April 2023

PART 1: RFP INSTRUCTIONS

A. CONFIDENTIALITY

The California Public Records Act (CPRA) (Government Code Sections 6250 et seq.) mandates public access to public records not exempt from disclosure under the CPRA. Therefore, unless the information is exempt from disclosure by law, the content of the proposal, as well as any other written communication between the District and a proposer, is a public record that must be made available to the public upon request.

1. Confidentiality Index and Waiver of Claims

If the proposer believes its proposal, any other communications with the District, or any other documents or materials of any kind provided to the District to supplement or explain its proposal, or in response to any District inquiry or request in connection with this RFP ("supplemental materials"), contains information exempt from disclosure under the CPRA, including trade secrets or other proprietary information that the proposer believes would cause substantial injury to the proposer's competitive position if disclosed, the proposer must request that the District withhold from disclosure the exempt information by submitting:

a. An unredacted copy of the proposal, communication and/or supplemental materials marking each page containing such exempt information as confidential; and

b. A redacted copy of the proposal, communication and/or supplemental materials that redacts the purportedly exempt information; and

c. A "confidentiality index" that complies with the following requirements:
   i. For proposals, the confidentiality index must include: (i) the section and page number of the proposal where the information except from disclosure is located; and (ii) an explanation of why the information is exempt from disclosure under the CPRA.
   ii. For communications and supplemental materials, the confidentiality index must include: (i) the section and page number of the communication or supplemental document where the information except from disclosure is located, as appropriate; and (ii) an explanation of why the information is exempt from disclosure under the CPRA.

d. A signed Indemnification Form provided in Part 4 of this RFP, in which the Proposer agrees to indemnify, defend, and hold harmless the District, its directors, officers, employees and agents, from any and against all damages (including but not limited to attorneys' fees that may be awarded to the party requesting the proposer information), and pay any and all cost and expenses, including attorneys' fees, related to the withholding of the information included in the confidentiality index or in the redacted version of the record.

By submitting a proposal, communication, or supplemental material, proposer:

a. Consents to the release of the redacted version of the proposal, communication, or supplemental material; and

b. Consents to the release of any portion of its proposal, communication, or supplemental material not included in the confidentiality index; and

c. Waives all claims against the District, its directors, officers, employees and agents, for the disclosure of such information.

If the proposer does not include an unredacted copy, redacted copy, confidentiality index and signed Indemnification Form, with its proposal, communication, or supplemental material in accordance with the requirements of this section, the District will have no obligation to withhold any information in the proposal, communication, or supplemental material from disclosure and may release the proposal, communication, or supplemental material without liability to the District.

A proposer may not designate its entire proposal or major portions of its proposal as confidential. A proposer may not designate District forms as confidential. The District will not honor such designations, and will disclose submittals so designated to the public.

2. Review of Confidentiality Index

Upon receipt of a request pursuant to the CPRA seeking a proposal, supplemental material, or communications relating to this RFP, the District may provide the redacted version of the requested record or may withhold information designated in the confidentiality index that is exempt from disclosure. If the District determines that information in the confidentiality index is not exempt from disclosure, the District will give reasonable notice to the proposer prior to releasing any material listed in the confidentiality index.

In the event of conflicts between the redacted version of a record, the confidentiality index, and confidentiality designations in the body of the record, the redacted version of the record prevails.

B. SOLICITATION TIMELINE

The District intends to adhere to the following solicitation timeline, which is subject to change at the District's sole discretion:

Friday, April 21, 2023	Issuance of RFP
Tuesday, May 9, 2023 11:00 a.m., Pacific Time	Pre-Proposal Conference on Teams Click here to join the meeting
Wednesday, May 17, 2023 4:00 p.m., Pacific Time	Written requests for clarifications are due
Wednesday, May 24, 2023 4:00 p.m., Pacific Time	Response to requests for clarifications will be uploaded on the District's Procurement Portal
Wednesday, May 31, 2023 4:00 p.m., Pacific Time	Proposals due
Mid June, 2023	Proposer interviews, if held
August 1, 2023	Tentative Contract Start Date

C. PRE-PROPOSAL CONFERENCE

The District will conduct a Pre-Proposal Conference. Attendance is not mandatory but is recommended. The Pre-Proposal Conference will take place on Tuesday, May 9, 2023 at 11:00 a.m Pacific Time via Microsoft Teams. The purpose of the Pre-Proposal Conference is to answer questions about the RFP, including questions concerning the District's Diversity Program for Contract requirements. All statements and interpretations provided by District representatives at the Pre-Proposal Conference are non-binding on the District unless contained in a subsequent written Addendum.

D. REQUESTS FOR AND RESPONSES TO CLARIFICATIONS

Any requests for clarifications of this RFP must be submitted in writing on the District's Procurement Portal by Wednesday, May 17, 2023 at 4:00 p.m., Pacific Time. Any interpretation, change, or correction of any part of this RFP will be made by addenda issued by the District no later than Wednesday, May 17, 2023 at 4:00 p.m., Pacific Time on the District's Procurement Portal. Proposers that accessed the RFP will be notified of the issuance of any addenda via the District's Procurement Portal. Oral modifications of the RFP are void and ineffective.

Requests for exceptions to the Sample Agreement contained in Part 3 must be made on the Exception Form contained in Part 4. See Part 4 for more information.

E. EX PARTE COMMUNICATION

Proposers and proposers' representatives may not communicate orally with an officer, director, employee, or agent of the District, with the exception of the Procurement contact designated in the Notice for this RFP, Secretary of the District or DBE Program Administrator regarding this RFP

until after a Notice to Proceed has been issued by the District. Proposers and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the District during a public meeting.

In the context of this RFP, an "ex parte communication" is any communication regarding this RFP between a proposer (or the proposer's representative) and the District's General Manager, Board Member, officer, employee or contractor, regardless of who initiates the communication, other than as part of the procurement process specified herein, before the District issues a Notice to Proceed, unless the communication is in writing and available for disclosure to the general public.

F. PROPOSAL CONTENT AND REQUIRED FORMS

1. Proposal Content

Proposals submitted in response to this RFP must respond fully to the requirements of this RFP and include the following elements in the sequence listed below. Although there is no page limit, clarity and conciseness are essential.

a. **Cover Letter**. Include a signed cover letter on company letterhead that contains the following information:
   (1) Firm name, address, telephone and facsimile numbers and email address.
   (2) Name(s) of firm principals authorized to negotiate and contractually bind the firm.
   (3) Firm size, organizational structure, and location(s).
   (4) A statement that binds the proposer to its proposal and Cost Proposal Form for 120 calendar days from the date the proposal is due.
   (5) A statement confirming acceptance of the Sample Agreement included in Part 3 of this RFP, or that the proposer has submitted exceptions to the Sample Agreement on the Exception Form included in Part 4.
   (6) A statement indicating whether the proposer has any conflicts of interest that would limit the firm's ability to provide the Services. See Section M for more information.
   (7) Provide any required disclosures pursuant to the Levine Act. See Section N for more information.
   (8) Acknowledge receipt of all addenda by including the addendum number for each addendum received.
   (9) If applicable, a statement indicating that the proposal includes a "confidentiality index" and Indemnification Form in accordance with Section A, or a statement indicating that there are no portions of the proposal that contain confidential information. See Section A for more information.

b. **Qualifications and Experience**. Include the following information:
   (1) Provide a brief history and description of your company. Including the total number of locations and employees. Provide a brief description of the proposer's qualifications to perform the Scope of Services (included in Part 2 of this RFP), and previous experience performing work that is similar or related to the Scope of Services for local government agencies, including transportation agencies, if any. For each example of previous experience, include a brief summary of work

performed, the period over which the work was completed, for whom it was performed, the location where it was performed, and the size of the proposer's effort (i.e., cost and period of time).

(2) "Key Personnel" are those individuals who are essential to the successful delivery of the Services. See Section L for terms and conditions applicable to Key Personnel. For each Key Personnel, provide the following:
   (a) Name and title;
   (b) A description of their qualifications and experience, including experience with public agency clients and transportation agencies, if any;
   (c) Number of years of experience performing work similar to or related to the Services;
   (d) A resume; and
   (e) A list of three references, including a brief description of the nature of the work performed by the individual for each reference.

(3) An organization chart that identifies the proposed client management team. Identify by name and title: the primary staff person who will oversee the District's account; Key Personnel; and other individuals who will support the District's account. Explain the manner in which the firm's management and primary staff person will direct and supervise the team.

(4) A detailed staffing plan that explains how the proposer will staff positions if Key Personnel are temporarily or permanently unavailable.

c. **Approach to Scope of Services**. Outline how the proposer plans to accomplish the Scope of Services (included in Part 2 of this RFP), including any information or assistance that it expects from the District to complete the work. Include information about services or specialties that may distinguish the proposers.

d. **Financial Stability**. Provide information that will allow the District to reasonably assess the proposer's financial stability and strength, such as financial references, financial statements, or other relevant documentation. Describe any administrative proceedings, claims lawsuits, settlements, or other exposures pending against the proposer.

e. **References**. Provide contact information (name, title, company, e-mail, address and telephone number) for three references for which the proposer has provided similar services within the past three years. For each reference, include a brief description of the work performed if not already detailed under Section F.1.b above.

f. **Cost Proposal.** Provide a complete Cost Proposal for the hypothetical Sample Project (Attachment C) using the Cost Proposal Form (Attachment D) and Sample Project files posted separately for this RFP. The Cost Proposal Form should show the total cost for the sample project as well as a breakdown of the total cost by hours per personnel

category and associated hourly rates. The total cost shall be on the basis of fully burdened hourly rates for each category of personnel, including all overhead and profit.

All job classifications and hourly rates that may be required to perform the Services (not just the hypothetical Sample Project) must be included on the Cost Proposal Form in the section labeled "Proposed Hourly Rates by Classification." If awarded a contract, the hourly rates on the Cost Proposal Form will serve as the basis for rates charged under the Contract that may executed between the District and the selected Proposer(s). All rates will remain firm for at least the first two years.

g. **Social Equity**. Social equity refers to business practices that positively impact the public, environment, and economy by promoting fairness, justice and equity in the distribution of public services, implementation of public policy, and business relationships that are essential to an organization's operations. Provide the following information regarding the proposer's business practices that support social equality:

(1) Describe in detail how your company develops a diverse workforce.

(2) Describe your company's internal policies for ensuring your company is providing employees with competitive pay and comprehensive benefits including but not limited to health insurance, retirement plans and compensated days off.

2. Required Forms

Complete and submit with the proposal, the forms listed in Section B of Part 4 of this RFP in accordance with the instructions provided therein.

G. PROPOSAL SUBMISSION INSTRUCTIONS

Proposals must be uploaded to the District's Procurement Portal by Wednesday, May 31, 2023 at 4:00 p.m., Pacific Time. The time the proposal is successfully uploaded on to the District's Procurement Portal is the official time the proposal is received by the District. Proposals received after Wednesday, May 31, 2023 at 4:00 p.m., Pacific Time will not be considered. The District is not responsible for any delayed proposal submissions for any reason or for any damages associated with late proposal submissions.

Hard copy submissions will NOT be accepted. Hard copies received will be returned (unopened) to proposers without consideration.

H. WITHDRAWAL OF PROPOSAL

Submission of a proposal constitutes a firm offer to the District for 90 calendar days from the proposal due date. A proposer may withdraw its proposal any time before the date and time when proposals are due, without prejudice, by submitting a written request for its withdrawal via the District's Procurement Portal by clicking on the "Opportunity Q&A" tab of the "Message" section for this RFP. Telephone or email requests to withdraw a proposal are not acceptable and will be ineffective.

I. PROPOSAL EVALUATION PROCESS

1. Evaluation Committee

The District will establish an Evaluation Committee responsible for reviewing and evaluating all proposals and conducting interviews, if any. The District reserves the right to reject or accept any and all proposals, to waive any irregularities in proposals or in the RFP, and to request additional information from proposers at any stage of the evaluation.

2. Evaluation Criteria

The District intends to award up to five (5) contracts to the most qualified, responsible firms submitting a responsive proposal. Ranking will be based on a maximum of 100 points, weighted as indicated below. In determining the number of points a proposal will receive in each category, the District will consider the proposal material submitted, oral interviews (if applicable), additional information requested by the District, client references and any other relevant information about a given proposer. The District will use the following criteria to evaluate proposals:

Proposer's Qualifications and Experience	**0-40 Points**
Specific areas evaluated: (1) Experience in providing Microsoft and VMWare Professional Services for similar operations and/or entities. (2) Experience and qualifications of staff assigned to the account, including the proposed staff committed (identified by name), the quality of such staff, and the proper balance of relevant skills. (3) Financial stability of the firm.	
Approach to Scope of Services	**0-35 Points**
Specific areas evaluated: (1) Knowledge of Microsoft and VMWare Professional Services as it relates to the District's needs. (2) Approach to the Scope of Services and the hypothetical Sample Project (Attachment C).	
Social Equity	**0-5 Points**
Specific areas evaluated: (1) How your company develops a diverse workforce. (2) How your company approaches on-the-job training, mentoring, technical training and/or professional development opportunities for employees.	
Cost Proposal Form	**0-20 Points**
This portion of the proposal will be evaluated based on the reasonableness of the total not-to-exceed Cost Proposal for the hypothetical Sample Project (Attachment C) as submitted by the Proposer. A Proposer's failure to submit a completed Cost Proposal Form (Attachment D) may result in District's determination that the proposal is non-responsive	

3. Preliminary Responsiveness Check

The District will conduct a preliminary evaluation of the proposals to confirm that each proposal contains all the required documentation and information necessary to be deemed responsive to the RFP.

4. Evaluation and Interviews

The District will evaluate each proposal based on the Evaluation Criteria set forth above. The District may also consider sub-criteria that, even if not specifically stated above, are reasonably related to the stated evaluation criteria. The District may seek clarifications or additional information from any or all proposers. The District may also contact any reference listed in the Proposal or otherwise seek input about proposers.

The District reserves the right to select a limited number of proposers deemed in the competitive range for further consideration. The competitive range will include proposals that stand a reasonable chance of being found acceptable. Proposers within the competitive range may be invited to participate in an oral interview or asked to provide additional information. The District reserves the right to complete the evaluation process without any interviews or additional information. The District may reject any proposal the District determines is not within the competitive range. The District reserves the right to reject any Proposal in response to this RFP that contains unauthorized conditions or exceptions.

At the end of the evaluation process, the District will select the highest ranked proposers based on the evaluation criteria above and based on proposals, written submissions, interviews and any other additional information obtained by the District. The District reserves the right to determine that the highest ranked provides the best value to the District, even if the highest ranked proposer does not offer the lowest price.

5. Negotiations

The District will rank the proposers within the competitive range in accordance with the Evaluation Criteria above. The District may accept the proposal of the highest ranked firm or firms or enter into negotiations regarding cost and/or terms and conditions with the top-ranked firm or firms. Negotiations with multiple firms may be held sequentially or concurrently. If negotiations with the top-ranked firm or firms are unsuccessful, the District will terminate the negotiations with that firm or firms, and may open negotiations with the next highest-ranked firm or firms. The District may repeat the negotiations process with the next-highest-ranked firms, or, at its sole discretion, the District may reject all remaining proposals.

The District reserves the right to conduct pre-award negotiations with any or all proposers, and the right to award the Contract(s) without negotiations. The District reserves the right to accept the proposal(s) it considers most favorable to the District's interests, and the right to waive irregularities, at its sole discretion. The District further reserves the right to reject all proposals and re-solicit the Services if such procedure is reasonable and in the best interest of the District.

J. CONTRACT AWARD

1. Recommendation for Contract Award and Notice of Intent to Award

Contracts valued over $250,000 (including options) that are not routine procurements of equipment or materials, must be approved by the District's Board of Directors. For such contracts, the Office, Division, or Department of the District initiating the procurement will make a recommendation for contract award to the appropriate Committee of the Board. Proposers will be notified of the District's intent to award the contract at least 72 hours before the meeting at which the District Board of Directors intends to award the contract.

2. Contract Award and Execution

The District reserves the right to not award any contract as a result of this procurement and may terminate the procurement and commence a new procurement for part or all of the Services at any time. The District also reserves the right to award up to five (5) contracts as a result of this RFP. The District will not reimburse any firm for costs incurred as a result of preparing or submitting a proposal, or participating in the evaluation process, including negotiating with the District on any matter related to this RFP.

Contract award is subject to approval by the General Manager or the Board of Directors, depending on the dollar amount and type of procurement, as described above. If action is taken to award a contract in connection with this RFP, the Selected Proposer(s) must execute the Professional Services Agreement (included in Part 3 of this RFP) with the District within 15 calendar days after receiving it for execution. Proposers choosing to participate in the Axia Cooperative program must execute all required Axia Cooperative Agreements (Attachment K) within 15 calendar days after receiving them for execution. If a Proposer chooses not to participate in the Axia Cooperative program, the District, nevertheless reserves the right to enter into an agreement with a Selected Proposer.

If a Selected Proposer is an individual, the Agreements must be executed by the individual personally. If a Selected Proposer is a co-partnership, the District prefers that the Agreements are executed by all of the partners, but they may be executed by one of them. If a Selected Proposer is a corporation, the Agreements 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. Alternatively, the Agreements may be executed by a single officer, or a person other than an officer, provided that the Selected Proposer provides evidence satisfactory to the District that demonstrates the individual is authorized to bind the corporation (e.g. a copy of a certified resolution from the corporation's board or a copy of the corporation's bylaws). If a Selected Proposer is a joint venture, the Agreements must be executed on behalf of each participating firm by officers or other authorized individuals. If a Selected Proposer is an LLC, the Agreements must be executed by an officer or member who is authorized to bind the LLC.

If a Selected Proposer fails to execute the Agreements in accordance with this section, the award may be annulled and an award may, at the discretion of the General Manager or Board of Directors,

be made to another proposer. Such proposer will fulfill every stipulation of the RFP as if it were the party to whom the first award was made.

K. PROTEST PROCEDURES

The District maintains written procedures that must be followed for all protests in connection with this RFP. Please contact the Secretary of the District at districtsecretary@goldengate.org for a copy of the complete Protest Procedures. Failure to comply with any of the requirements set forth in this Section and the District's written Protest Procedures may result in rejection of the protest.

1. Protests Based Upon this RFP

Proposers must first utilize the "Requests for and Responses to Clarifications" procedure set forth in Section D, prior to submitting a protest. If the proposer disagrees with the District's decision on such requests, the proposer may submit a protest in accordance with this section.

Protests based upon restrictive requirements or alleged improprieties in the RFP procedure or specifications must be filed in writing by emailing the Secretary of the District at districtsecretary@goldengate.org at least five calendar days prior to the proposal due date. The written protest must clearly specify the grounds and evidence on which the protest is based. If the protestor later raises new grounds or new evidence that reasonably could have been raised, such information will not be considered by the District.

District staff will respond to the protest in the form of a written determination to either accept or deny the protest prior to the proposal due date. Where the staff determination could affect proposals, an appropriate extension of the proposal due date may be granted by the District.

If the protest is denied, the protester may appeal its protest to the General Manager. Within 48 hours of receipt of the staff's written determination to deny the protest, the proposer must submit in writing to the General Manager a statement of the reasons for the protest, with supporting evidence, and document that it has exhausted all administrative remedies at the District staff level, by emailing the Secretary of the District at districtsecretary@goldengate.org. The General Manager or designee will issue a final decision prior to the proposal due date.

2. Protests Based Upon the Recommendation for Contract Award

For contracts awarded by the Board of Directors, protests based upon the recommendation for contract award must be submitted in writing by emailing the Secretary of the District at districtsecretary@goldengate.org within 48 hours of receipt of notice of the recommendation for award. The written protest must clearly specify the grounds and evidence on which the protest is based. Upon the receipt of the protest, the Secretary of the District will make best efforts to notify the other proposers of the protest, and the time and place it will be considered by the appropriate Board Committee or by the full Board. The protestor may appear before the reviewing Board Committee to present evidence in support of its appeal. After full consideration of the protestor's evidence, and any other relevant information, the Committee may make a recommendation to the Board of Directors to reject or allow the appeal. The Board of Directors will consider the

Committee's recommendation regarding the protest. If the matter is referred directly to the Board without prior Committee review, the Board shall afford the protestor an opportunity to address the full Board. After consideration of the protestor's evidence, the staff recommendation, and any other relevant information, the Board may determine whether to reject or allow the protest. Upon Board action, a written statement of the reasons therefore shall be included in the record. The decision of the Board of Directors on the protest and the award of contract, if such a decision is made, shall be final.

For contracts awarded by the General Manager, protests based upon the recommendation for contract award must be submitted in writing to the General Manager by emailing the Secretary of the District at districtsecretary@goldengate.org within 48 hours of receipt of notice of the recommendation for award. The written protest must clearly specify the grounds and evidence on which the protest is based. Upon the receipt of the protest, the Secretary of the District will make best efforts to notify the other proposers of the protest. The General Manager or designee will issue a final decision on the protest.

L. KEY PERSONNEL

The proposer's submission of a proposal in response to this RFP is an acknowledgment and certification that the proposer has the necessary resources and capacity to perform and is committed to assigning to a contract awarded in connection with this RFP the resources identified in its proposal, including Key Personnel and other staff identified by name, equipment, material, supplies and facilities, to the extent that assigning these resources remains within the proposer's control.

The District requires that the proposer's organization, including Key Personnel identified in the proposal, remain intact for the duration of the procurement process and for a reasonable time after contract execution. Selected proposed Key Personnel must be made available to participate in an interview with the District during the proposal evaluation process.

A proposer may propose substitutions for Key Personnel after the proposal due date. However, such changes will require written approval by the District, which approval may be granted or withheld in the District's sole discretion. If the proposer wishes to change the Key Personnel identified in its Proposal during the evaluation period, the proposer must submit a (a) request to change its Key Personnel in writing, and (b) the information listed in Section F.1.b.(2) for the replacement Key Personnel including, but not limited to, a resume. The District specifically reserves the right to accept or reject the requested change in its sole discretion. The District's rejection of the requested change, or the failure of the proposer to request District approval of the change, may result in a reduced score or, in certain circumstances at the District's discretion, in the proposer's disqualification.

After contract award, Key Personnel may not be substituted without prior written approval by the District. The District reserves the right to request the removal of any proposed individual, including Key Personnel.

M. CONFLICTS OF INTEREST

By submitting a proposal, the proposer represents and warrants that no director, officer or employee of the District is in any manner interested directly or indirectly in the proposal, or in the contract executed in connection with this RFP, or in any expected profits to arise therefrom, as set forth in Article 4, Division 4, Title I (commencing with Sec. 1090) of the Government Code of the State of California.

The proposer warrants and represents that it presently has no interest, and agrees that it will not acquire any interest, which would present a conflict of interest under California Government Code Sections 1090 et seq. or Sections 87100 et seq. during the performance of a contract awarded in connection with this RFP. The proposer further covenants that it will not knowingly employ any person having such an interest in the performance of a contract awarded in connection with this RFP. Violation of this provision may result in proposer being deemed ineligible to participate in the solicitation, or a contract awarded in connection with this RFP being deemed void and unenforceable.

Depending on the nature of the work performed, the proposer may be required to publicly disclose financial interests under the District's Conflict of Interest Code. The proposer agrees to promptly submit a Statement of Economic Interest on the form provided by the District upon receipt. No person previously in the position of director, officer, employee or agent of the District may act as an agent or attorney for, or otherwise represent, the Proposer by making any formal or informal appearance, or any oral or written communication, before the District, or any officer or employee of the District, for a period of twelve (12) months after leaving office or employment with the District if the appearance or communication is made for the purpose of influencing any action involving the issuance, amendment, awards or revocation of a permit, license, grant or Contract.

The proposer warrants that it has no organizational conflicts of interest at this time. Alternatively, the proposer must disclose all known organizational conflicts of interest. 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 the 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 agreement.

N. THE LEVINE ACT

The Levine Act (Government Code Section 84308) is part of the Fair Political Practices Act that applies to elected officials who serve on appointed Boards such as the District. The Levine Act prohibits any District Board Member from participating in or influencing the decision on awarding a contract with the District to anyone who has contributed $250.00 or more to the Board Member within the previous twelve months. The Levine Act also requires a member of the District Board who has received such a contribution to disclose the contribution on the record of the proceeding. In addition, District Board Members are prohibited from soliciting or accepting a contribution from a party applying for a contract while the matter of awarding the contract is pending before the

District or for twelve months following the date a final decision concerning the contract has been made.

Proposers must disclose on the record any contribution of $250.00 or more that they have made to a District Board Member within the twelve-month period preceding submission of its proposal. This duty applies to the proposer, any member of its team, any agents for the proposer or other team members and to the major shareholders of any closed corporation that is part of the proposer's team. If the proposer has made a contribution that needs to be disclosed, the proposer must include this information with its cover letter submitted with its proposal.

O. WAIVER

By submitting a proposal, the proposer represents and warrants that it has sufficiently informed itself in all matters affecting the performance of the work or the furnishing of the labor, supplies, material, or equipment called for in the Scope of Services; that proposer has checked its proposal for errors and omissions; that the prices stated in its proposal are correct and as intended by it and are a complete and correct statement of its prices for performing the Scope of Services. The proposer waives any claim against the District for costs incurred in preparing a proposal and responding to this RFP.

P. DIVERSITY PROGRAM FOR CONTRACTS

The District, a 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/SBEs to develop and compete successfully outside the Diversity for Contracts Program. Proposers will cooperate with the District in meeting these commitments and objectives in connection with this RFP.

Pursuant to 49 C.F.R. §26.13 and as a material term of any agreement with the District, the Selected Proposer will be required to make the following assurance and agree to include this assurance in any agreements it makes with subcontractors in the performance of a contract awarded in connection with this RFP:

> The Contractor will not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor will 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 will 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. This may include, but is not limited to, withholding payments; assessing sanctions; liquidated damages; and/or disqualifying the Contractor from future bidding as non-responsible.

By submitting a proposal, the proposer is deemed to have made the foregoing assurance and agree to be bound by its terms.

The District reserves the right to require that the Contractor provide additional DBE/SBE information upon request. For DBE/SBE questions or assistance, contact Artemisé Davenport, DBE Program Administrator, at (415) 257-4581.

Q. FEDERAL REQUIREMENTS. This RFP is subject to financial assistance from the U.S. Department of Transportation, Federal Transit Administration. Therefore, the provisions set forth in Attachment B to the Sample Agreement contained in Part 3 of this RFP apply.

R. 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. By submitting a bid or proposal, Contractor represents that it is not a target of Economic Sanctions. 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 rejection of the Contractor’s bid/proposal any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination by the District.

END OF PART 1

PART 2: SCOPE OF SERVICES

The District is soliciting proposals from vendors to provide on-call professional services in the combined area of Microsoft and VMware on a task order basis.

Services requested may include, but are not limited to the following:

• Strategize – Align business and IT objectives; quantify benefits, develop IT strategy
• Assess – Identify current and future states; enhance people, process, and platform readiness
• Design – Create the solution design, integration plans, and operating procedures
• Deploy – Implement, integrate, configure, test, and validate the overall solution design
• Optimize – Analyze and improve the existing environment and transfer best practice knowledge

List of areas for Microsoft and VMware may include but are not limited to:

- Microsoft Security and Identity
- Microsoft Cloud Productivity
- Microsoft Enterprise Mobility Solutions
- Microsoft Business Analytics
- Microsoft Datacenter Services
- Microsoft Enterprise Strategy
- VMware ACCELERATE™ Advisory
- SOFTWARE-DEFINED DATA CENTER (SDDC) TECHNOLOGY
- End User Computing (EUC) Technology
- Operations Transformation
- VMware Business Critical Application (BCA) Virtualization

District Network Environment

Network Infrastructure:

- Microsoft Active Directory 2016R2-2019
- Network Topology: 10/100/1000MB Ethernet to Desktop with 1000MB/10GB Server Backbone
- District wide area network (WAN) consists of over 9 sites connected via point-to- point, T1s, or DMVPN encrypted network over MIS Ethernet from AT&T and Comcast
- Cisco ASA 55xx, CWS, FirePower, SoureFire, ISE
- Palo Alto 32xx and 22x
- Cisco Core with 93xx, IDF 36xx-38xx, WAN 44xx
- Cisco FI 62xx, MDS 9xxx
- Cisco Wireless 5520, 1572, 27xx
- Citrix ADC VPX
- Cisco Unified Communication (VOIP) CUCM 12.x

Computing Infrastructure:

- Windows 2012R2-2019 File and Application servers
- MS SQL AOAG 2019 Databases for Applications
- Exchange Online
- AD 2016R2, DFS 2016, AAD
- VMWare Environment with 100% virtual
- Cisco UCS B and C series for host
- Microsoft Defender
- CylanceGuard
- Rubrik Backup
- Storage on Compellent SAN, Tintri
- Citrix Workspace with Sharefile
- Two on-site Datacenter
- Azure Datacenter

Endpoint Computing Infrastructure:

- Windows 10 Enterprise
- MS EA M365 E5 Commercial
- Approximately 200 Dell Desktops, 130 Dell Laptops, and various Windows Tablets
- 2 Apple Computers
- MS Edge / Firefox 78.x / Chrome 94.x / Microsoft Office 2016-365
- Microsoft Defender
- Cylance Guard
- Bigfix Patch Management

Mobile Devices: District staff use a mix of iPhones and Android smart phones, iPads and various Android Tablets.

END OF PART 2

PART 3: SAMPLE AGREEMENT

The sample Professional Services Agreement (PSA) and its corresponding Attachments have been posted separately. These documents are comprised of the following:

- Attachment B - Sample PSA
    - Sample PSA Attachment A – Insurance Requirements;
    - Sample PSA Attachment B – Federal Terms and Conditions;
    - Sample PSA Attachment C – Data Privacy and Security; and
    - Sample PSA Attachment D – System Maintenance and Policy
    - Sample PSA Attachment E – Task Order Process

END OF PART 3

PART 4: RFP FORMS

A. INSTRUCTIONS

All forms listed in this Part 4 of the RFP are posted separately on the District's Procurement Portal located at https://ggbhtd.bonfirehub.com. Once registered on the District's Procurement Portal, proposers may access and download these form by visiting the "Open Public Opportunities" page, clicking on "View Opportunity" next to this RFP, and scrolling down to "Supporting Documentation" for this RFP.

B. FORMS TO BE SUBMITTED WITH PROPOSAL

Please download, complete, and submit with the proposal, the forms listed below in accordance with the following instructions:

1. **Sample Certificate of Insurance**. Provide a completed sample Certificate of Insurance evidencing the coverage types and the minimum limits required as described in Section 14 of the Sample Agreement contained in Part 3 of the RFP. The District requires this information to facilitate completing contract formalities in a timely manner, if an award is made.

2. **Cost Proposal Form**. Provide a Cost Proposal for the hypothetical Sample Project (Attachment C), as described in Part 1, Section F(1)(f) of the RFP. All job classifications and hourly rates that may be required to perform the Services (not just the hypothetical Sample Project) must be included on the Cost Proposal Form in the section labeled "Proposed Hourly Rates by Classification."

3. **Exception Form**. All requests for exceptions to the Sample Agreement contained in Part 3 of this RFP must be in writing, separately identified, and delineated on the Exception Form included in Part 4 of this RFP. Proposers must specifically identify the change(s) they are seeking and propose alternative language on the Exception Form, if applicable. All requests for exceptions to Attachment J, Exhibit A, "Axia Cooperative Requirement for National Cooperative Contract" must be in writing, separately identified, and detailed on the Exception Form included in Part 4 of this RFP. Proposers must specifically identify the change(s) they are seeking and propose alternative language on the Exception Form. The District will evaluate each requested exception to determine if the exception serves the District's interests and objectives. The District reserves the right to request further clarification of any requested exception during negotiations and to reject any exception it finds unacceptable, in its sole discretion. The District will only evaluate exceptions to Attachment J, Exhibit A that affect the Sample Agreement; all other exceptions to Attachment J, Exhibit A will be approved or rejected by Axia Cooperative, in its sole discretion. If proposer fails to enter into the Axia Cooperative Agreements contained in Attachment J, District reserves the right to proceed with executing the Sample Agreement contained in Part 3 of this RFP.

4. **Indemnification Form**. Proposers who submit a confidentiality index pursuant to Section A of Part 1 of this RFP must also submit an executed Indemnification Form.

5. **Disadvantaged Business Enterprise (DBE) and Small Business Enterprise (SBE) Documentation and Forms**.

    a. This contract will be assisted by FTA funds. The District's annual overall DBE goal for Federal Fiscal Year 2022/2023 is 1.4% for FTA-assisted contracts. Proposers are strongly encouraged to obtain DBE participation on this project, although there is no contract-specific DBE or SBE goal established. Complete and submit the following forms contained in Part 4 of this RFP:

        1. *Prime Consultant and Subcontractor/ Subconsultant/Supplier Report.* In a form (Attachment G) provided by the District, proposer is required to identify all subbids it received whether subbidders were selected for the project team or not.

        2. *Description of the Selection Process of Subcontractors/Subconsultants/Suppliers*. Each Proposer shall provide, in a form, (Attachment H) provided by the District, a description of the steps taken to identify and select the small business subcontractors/subconsultants and suppliers proposed to be included in this work.

        3. Copies of DBE and SBE certification for the Proposer's firm and for any DBE or SBE subcontractors/subconsultants/suppliers proposed for this project, if applicable.

        Submittals that fail to document the solicitation of DBE participation will not be considered.

        The District reserves the right to request further information or clarifications with regard to any of the information and/or forms listed in this section, including the right to request that Proposers re-submit incomplete forms. Submittals that fail to document the solicitation of DBE participation may be rejected as non-responsive.

6. **Lobbying Certification**. Complete the lobbying certification form contained in Part 4 of this RFP.

END OF PART 4

Sample Certificate of Insurance

CERTIFICATE OF INSURANCE

CERTIFICATE NUMBER

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER OTHER THAN THOSE PROVIDED IN THE POLICY. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN.	
- S A M P L E -	COMPANIES AFFORDING COVERAGE	
	COMPANY A	
INSURED	COMPANY B	
NAMED INSURED AND ADDRESS	COMPANY C	
	COMPANY D	

COVERAGES This certificate supersedes and replaces any previously issued certificate for the policy period noted below.

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

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
	GENERAL LIABILITY				GENERAL AGGREGATE	$
	COMMERCIAL GENERAL LIABILITY				PRODUCTS - COMP/OP AGG	$
	CLAIMS MADE / OCCUR				PERSONAL & ADV INJURY	$
	OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED EXP (Any one person)	$
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT	$
	ANY AUTO					$
	ALL OWNED AUTOS				BODILY INJURY (Per person)	$
	SCHEDULED AUTOS					$
	HIRED AUTOS				BODILY INJURY (Per accident)	$
	NON-OWNED AUTOS					$
					PROPERTY DAMAGE	$
						$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
	ANY AUTO				OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	$
					AGGREGATE	$
	EXCESS LIABILITY				EACH OCCURRENCE	$
	UMBRELLA FORM				AGGREGATE	$
	OTHER THAN UMBRELLA FORM					$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS / OTH-ER	
	THE PROPRIETOR/ PARTNERS/EXECUTIVE OFFICERS ARE: INCL / EXCL				EL EACH ACCIDENT	$
					EL DISEASE-POLICY LIMIT	$
					EL DISEASE-EACH EMPLOYEE	$
	OTHER				EACH OCCURRENCE	$
	PROFESSIONAL LIABILITY				AGGREGATE	$
						$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

THE GOLDEN GATE BRIDGE, HIGHWAY & TRANSPORTATION DISTRICT AND ITS RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS WHILE ACTING IN SUCH CAPACITY, AND THEIR SUCCESSORS OR ASSIGNEES ARE ADDITIONAL INSUREDS ON THE GENERAL LIABILITY AND AUTOMOBILE LIABILITY POLICIES REFERENCED ABOVE.

CERTIFICATE HOLDER

Contracts Office
Golden Gate Bridge, Highway & Transportation District
P.O. Box 29000, Presidio Station
San Francisco, CA 94129-9000

CANCELLATION

SHOULD ANY OF THE POLICIES DESCRIBED HEREIN BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE INSURER AFFORDING COVERAGE WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED HEREIN, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER AFFORDING COVERAGE, ITS AGENTS OR REPRESENTATIVES, OR THE ISSUER OF THIS CERTIFICATE.

BY: CATEGORY ___

VALID AS OF:

GOLDEN GATE BRIDGE, HIGHWAY AND TRANSPORTATION DISTRICT
SAMPLE CONTRACT NO. 2023-D-006, MICROSOFT AND VMWARE
PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into as of _____ ("Effective Date"), by and between the GOLDEN GATE BRIDGE, HIGHWAY AND TRANSPORTATION DISTRICT ("District") and _____ ("Contractor") for _____ ("the Services").

1. **REPRESENTATIONS AND WARRANTIES**. Contractor agrees to provide the Services in accordance with the terms and conditions of this Agreement. In the performance of this Agreement, 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 Agreement.

   c. It is a [Type of Entity] 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 Agreement.

   e. Except as disclosed in writing to District before the Effective Date of this Agreement, 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 Agreement.

   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 Agreement, during the performance of this Agreement.

2. **SCOPE OF SERVICES**.

   The scope of the Services consists of the services set forth in Part 2 of the Request for Proposals No. 2023-D-006 dated _____, attached hereto and incorporated herein as Exhibit A, and supplemented by Contractor's proposal, attached hereto and incorporated herein 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. **AGREEMENT DOCUMENTS**. This Agreement consists of the following documents:

a. This Agreement including Attachment A: Insurance Requirements; Attachment B: Federal Terms and Conditions; Attachment C: Data Privacy and Security Requirements; Attachment D: Software Development & System Maintenance Policy; Attachment E: 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. Exhibit B, Contractor's Proposal, as accepted by District

In the event of conflict between or among the terms of the Agreement 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 Agreement will be for a three (3) year term commencing upon _____ and ending on _____. The District reserves the right, in its sole discretion, to exercise up to two (2) one- year option term(s) to extend the Agreement. 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 Agreement 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 Agreement and any option term are subject to District's right to terminate the Agreement 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 Agreement, is in effect when the Agreement would otherwise expire, the term of this Agreement will continue until the warranty period or task order is complete. The term of the Agreement and any option term are subject to District's right to terminate the Agreement in accordance with Section 20. The District may issue Task Orders at any time during the term of this Agreement. 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. A Task Order that is in effect when the Agreement is terminated will remain in effect until completed, unless the District expressly terminates the Task Order in accordance with Section 20.

5. **COMPENSATION**. There is no guaranteed compensation under this Agreement. Level of effort and total compensation will be negotiated and agreed to in each task order prior to the District issuing a signed 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 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 Agreement year. The District will review the request for increase, and at its sole discretion, approve or deny the request in writing.

The maximum amount expended under this Agreement and all other agreements or Task Orders awarded pursuant to Request for Proposals No. 2023-D-006 will not exceed $750,000.00 in any calendar year. The total not-to-exceed amount for all agreements includes 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**. Contractor will submit to District a monthly invoice detailing the work performed in the previous and number of hours, listed by task and person. All invoices must state the purchase order number, contract number, and task order.. 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. **PERSONNEL**. At all times during the term of this Agreement, _____ 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. The District, in its sole discretion, has the right to require Contractor to remove any of Contractor's assigned personnel performing the Services, when in the opinion of the District, the assigned personnel's performance is unsatisfactory.

8. **USE OF SUBCONTRACTORS**. Contractor may not subcontract any services under this Agreement 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 Agreement, 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 Agreement, which may result in the termination of this Agreement or such other remedy as District deems appropriate.

   In the event the Contractor subcontracts any work under this Agreement, the following shall apply. The Contractor is required to pay all subcontractors (including retainage, if any) for all work that the subcontractor has satisfactorily completed, no later than fifteen (15) business days after the Contractor has received payment from the District. Failure by the Contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the 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.

9.1 **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 three fiscal years cannot exceed $30.40 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 $1.32 Million, excluding the individual's ownership interest in the DBE firm and the individual's equity in her/his primary residence. 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.

9.2 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 will be assisted by FTA funds. The District's overall DBE goal for Federal Fiscal Year 2022/2023 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.

9.3 Determining the Amount of DBE Participation

Pursuant to 49 CFR §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 CFR §26.55(c). A DBE performs a commercially useful function when it actually performs, manages and supervises a portion of the work involved. A DBE does not perform a commercially useful function 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. 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.

9.4 Contract Compliance

A. Substitution of Subconsultants/Suppliers. A Contractor may not terminate or substitute a DBE subcontractor (or an approved substitute DBE firm) without prior written District consent. 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; and,
- 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.

Before transmitting to District Contractor’s request to terminate and/or substitute a DBE subcontractor, the Contractor must give notice in writing to the DBE subcontractor, with a copy to District, of intent to request to terminate and/or substitute, and the reason for the request.

The Contractor must give the DBE five (5) calendar days to respond to the Contractor's notice and advise District and the Contractor of the reasons, if any, why DBE objects to the proposed termination of its subcontract and why District should not approve the Contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), Contractor may provide a response period shorter than five (5) calendar days.

In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

If a DBE subcontractor is terminated, or fails to complete its work on the contract for any reason, the Contractor must make good faith efforts to find another DBE subcontractor to substitute for the original DBE in accordance with 49 C.F.R. Part 26.53.

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.

9.5 **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 Agreement, 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**.

9.6 **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 Agreement shall contain all the provisions of this section.

10. **OWNERSHIP OF WORK**. All work of any kind prepared, or in the process of being prepared, pursuant to this Agreement ("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 Agreement. 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**. The District may, at any time, by written order, make changes to the Scope of Work set forth in Section 2, or to an issued Task Order. 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 Contractor must immediately advise the District in writing of any unanticipated conditions or contingencies that may affect any of its obligations under this Agreement or the amount of compensation set forth in Section 5 and each issued Task Order. 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 Agreement or an issued Task Order 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 Agreement 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 Agreement.

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 Agreement 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 Agreement, provided at District's sole discretion. With the exception of Contractor's obligations under Section 19 of this Agreement, which continue in full force and effect during the Suspension Period, Contractor will not provide any services required under this Agreement 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 Agreement following suspension of work, the terms and conditions in Section 27 of this Agreement 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 Agreement.

    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 Agreement again upon five (5) calendar days' written notice to Contractor. In the event of a subsequent Agreement 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 Agreement 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 Agreement.

20. **TERMINATION**. District may terminate this Agreement or any Task Order 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 Agreement.

    a. Termination for Convenience. District may terminate this Agreement or any Task Order 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 Agreement 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 Agreement, 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 Agreement 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 Agreement or any Task Order, 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 Agreement or any Task Order, in whole or in part, on the basis of Contractor's default of this Agreement.

    Notwithstanding the forgoing paragraph, District reserves the right to immediately terminate the Agreement, in whole or in part, including any Task Order, 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 Agreement, and Contractor's anticipated failure to perform in accordance with the Agreement is reasonably likely to result in the immediate interruption or cessation of necessary District services.

If the Agreement or any Task Order 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 Agreement up to the effective date of termination. Upon District's termination for default of the Agreement or any Task Order, 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 Agreement or a portion of it, including any Task Order, 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 Agreement, 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 Agreement 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 Agreement. 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 Agreement. 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 Agreement 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 Agreement, 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 Agreement or with any of such rules, regulations, or orders, this Agreement 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 Agreement, 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 Agreement. 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 Agreement. Failure by the Contractor to carry out these requirements is a material breach of this Agreement, which may result in the termination of this Agreement 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 Agreement. Contractor further covenants that it will not knowingly employ any person having such an interest in the performance of this Agreement. Violation of this provision may result in this Agreement 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 Agreement, 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 Agreement 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 Agreement.

Contractor may not engage the services of any subcontractor or independent Contractor on any work related to this Agreement 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 Agreement.

If at any time during the term of this Agreement, 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 Agreement, 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 Agreement, 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 Agreement. 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 Agreement 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 Agreement, 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 Agreement:

    a. Federal Requirements. This Agreement 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.

    c. Software Development and System Maintenance Requirements. Contractor agrees to comply with all of the provisions in Attachment D, Software Development & System Maintenance Policy.

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 Agreement, 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**. Notwithstanding Section 36 below, 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 Joe Leong and Contractor's [Title]. All other notices and communications regarding interpretation of the terms of this Agreement 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:

_____
_____
_____
Attention: _____
Email: _____

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. **[SECTION TO BE OMITTED FOR NON-AXIA COOPERATIVE CONTRACTORS] 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 Attachment D 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 Agreement by their duly authorized officers as of the day and year first above written.

FOR THE DISTRICT:	**FOR THE CONTRACTOR*:**
By:_____	By:_____
Title:_____	Title:_____
ATTEST:	By:_____
By:_____	Title:_____
Amorette M. Ko-Wong	
Title: Secretary of the District	
APPROVED AS TO FORM:	
By:_____	
Attorney for the District	

* *If the Contractor is a corporation, this Agreement 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 Agreement 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 Agreement, 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 Agreement. 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 Agreement), the kinds of insurance described below. Such insurance must remain in effect throughout the term of this Agreement 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 Agreement, 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 Agreement, 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.

3. Workers' Compensation and Employers' Liability Insurance

The Contractor shall also procure and maintain in full force and effect during the entire term of this Agreement Workers' Compensation insurance in compliance with the laws of the State of California including Longshoremen's and Harbor Workers' Act coverage and Jones Act coverage in an amount of Five Million Dollars ($5,000,000) each accident. The Contractor shall also procure and maintain Employers' Liability Insurance in the amount of Two Million Dollars ($2,000,000) per accident or disease.

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 Agreement 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 Agreement. Prior to commencing work under this Agreement, 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 agreement 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

If Pollution Legal Liability is required, add language below.

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 Agreement.

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 Agreement 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. <u>Consequence of Lapse</u>

Should any required insurance not be procured or lapse during the term of this Agreement, requests for payment originating after such lapse will not be processed until the District receives satisfactory evidence of reinstated coverage as required by the Agreement. If insurance is not reinstated, the District, may, at its sole option, terminate this Agreement 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 Agreement (Form FTA MA (30) dated November 2, 2022) 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 ay 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. **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 Agreement, this Agreement 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 Agreement or any other federally assisted agreement between the Contractor and the District.

17. **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.

ATTACHMENT C

DATA PRIVACY AND SECURITY REQUIREMENTS

1. **DATA PRIVACY**. The Consultant may have access to personally identifiable information ("PII") in connection with the performance of the Agreement. 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 Consultant in the course of performing the services under this Agreement.

   The Consultant 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 Agreement. Notwithstanding the generality of the foregoing requirements, Consultant will adhere to the following requirements concerning District PII:

   A. The Consultant 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 Agreement. The Consultant 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 Consultant must maintain policies and programs that prohibit unauthorized disclosure of District PII and promote training and awareness of information security policies and practices. The Consultant 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 Consultant must conduct background checks for employees or Subcontractors that have access to District PII or systems hosting District PII.

   D. The Consultant 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 Consultant 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 Consultant

warrants and certifies that in the performance of this Agreement, 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 Consultant 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 Consultant 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 Agreement. 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 Agreement.

   B. The Consultant, its employees, agents, Subcontractors, and consultants may not download or otherwise store any District PII onto any Consultant computer, desktop, laptop, thumbdrives, disks, or other portable memory device without such data being encrypted.

   C. The Consultant 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 Consultant 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) Consultant'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) Consultant'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 Consultant's compliance with this Agreement, and all applicable laws.

   D. The Consultant 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 Consultant's services.

   E. The Consultant must have vulnerability management programs to identify and minimize threats and risks on any systems used to store or transmit District PII.

   F. The Consultant represents that the Consultant'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 Agreement, the Consultant agrees to retain District PII for no longer than three days after the completion date of this Agreement and the District's confirmation that the Consultant may proceed with such deletion. At the conclusion of this retention period, the Consultant 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 Agreement. 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 Consultant agrees to destroy hard-copy documents containing District PII by means of a cross-cut shredding machine. The Consultant 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 Agreement, the Consultant 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 Agreement.

H. The Consultant 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 Consultant 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 Consultant's sole cost and expense.

I. The Consultant 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 Agreement.

3. **NOTICE OF SECURITY BREACH**. The Consultant 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 Consultant 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

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

Attachment D
Software Development & System Maintenance Policy

June, 2019

This policy applies to District vendors, independent contractors, any third-party consultants that perform any type of software or systems development and maintenance work under the auspices of the District.

POLICY:

- Any planned changes to a system or software should be scheduled, communicated, and documented. All software development or changes that run on production systems must be conducted with a clear scope of work. This methodology ensures that the software development and changes will be adequately documented.
- All development and maintenance work shall demonstrate a separation between production, development, and test environments, and at a minimum, have at least a defined separation between the development/test and production environments unless prohibited by licensing restrictions or an exception is made. These separation distinctions ensure more insurance and confirmation on changes made to production. It also allows better management and security for the production systems, while allowing greater flexibility in the pre-production environments.
- **Documentation.** Documentation must be kept and updated during all phases of development and maintenance work for implementation and ongoing maintenance phases.
- **Training.** Training needs to be allocated to District technical staff and end users as needed. Vendor shall work with District staff for areas of training and training materials.

ATTACHMENT E
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. The rates utilized in establishing the price proposal shall be the negotiated 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.

Golden Gate Bridge Highway & Transportation District

VMware Workload Migration to Azure Stack HCI

Background:

Golden Gate Bridge Highway & Transportation District (”District”) is currently running a compute environment that serves the needs of roughly 500 users and about 300 VMs. The existing compute environment consists of 5 UCS chassis with 40 B-series servers split across the primary data centers in San Francisco and San Rafael. All connected to Cisco FI’s. The District is planning to upgrade to VMWare ESXi 7.X environment in the near future to take advantage of new features, capabilities of the product, and modernize the infrastructure. The environment is currently connect to Tintri storage system.

1.0 Scope of Work

This document specifies the scope and schedule of the services delivered to the District detailing the services provided by Vendor, and the delivery schedule. This document identifies guidelines and/or procedures for the professional services provided by Vendor.

The District has defined the objectives of this effort, which Vendor proposes to fulfill through the completion of the following tasks:

Discovery and Information Gathering:

Vendor engineers will participate in discussions with customer regarding strategic business plans, services and applications provided to their customers, necessary functionality of the system, and the redundancy, availability, and contingency requirements of the environment.

- Evaluate scheduling constraints
- Identify other business constraints (work hours, outage sensitivity)
- Identification of business drivers and goals for the new architecture
    - Short and long-term goals
    - Current and future services
    - Projected growth
    - Security requirements
    - Service Level Requirements (if any)
- Review IP Schema
- Identify additional resources that may be required
- Gather Application/Service Test Plan

Deliverable (Written):

- District Approval of High Level configuration
- District Approval Implementation plan
- Receipt of Application/Service test plan

Systems and Design:

During the configuration phase Vendor will develop a detailed systems configuration. The configuration document can be used as a living tool to document the systems post-installation and will ultimately become part of the as-built documentation and will be based upon the results of the Discovery phase.

Objectives:

- In the assessment phase, your team will use best practices to discover:
    - • The applications and systems to be migrated.
    - • Current configurations of the systems applications.
    - • The impacted by the migration to the organization and the users.
    - • Dependencies of each system and the application.
- Setting up Azure and Azure Stack Hub subscriptions using best practices for security, connectivity, policies, and general governance before you migrate.
- Perform the migration using the prescribed method identified in the assessment plan: rehost, refactor, rearchitect, rebuild, or retire.
- Evaluate and test to ensure the migrated applications meet the criteria outlined in your assessment plan.
- Optimization and implements Azure security and management resources for governing, securing, and monitoring of cloud systems and applications running in Azure Stuck.

Deliverables (Written):

- Modified High Level configuration (if required)
- Create Future End State Low Level Configuration (LLD)

Implementation:

This phase involves implementing the solution as defined in the previous Phases. The final configuration is first reviewed one last time with the customer and an implementation logistics meeting is held to delineate the installation process. During this meeting, a final overview of the deployment plan is conducted. Customer responsibilities are verified and final site readiness is confirmed prior to the start of installation.

Modules/Patches and upgrade/add-on items are installed and operating systems are brought up to the most currently recommended revision levels. Prior to cut over, the approved test and acceptance plan is executed. Finally, cut-over activities are instituted in accordance with the approved implementation and deployment plan.

Staging (Non-Production):

- Discuss and have finalize decisions for the following
    - Version requirements for software and hardware
    - High availability failover/failback options
    - Backup considerations
    - Server/Client connectivity options
    - Deployment considerations

- Compatibility for modules, software, hardware, and systems

Deliverable: (Written)

- Current environment i.e. versions, network map, requirements
- Risks and issues

Initial Testing (Non-Production):

- Create and install configurations on new equipment based on final end state configuration.
- Perform systems validation

Deliverable (Written):

- Validation script
- Updated end state configuration (if required)
- Updated configuration files (if required)
- Change/update on risks and issues

Production Deployment:

- Create detailed Implementation plan
- Connect equipment per tier/per location

Phase 1:

- Present Microsoft best practices for the Azure Stack
- Review Azure cost management to track spending and identify areas for cost savings.
- Evaluate migrated applications for opportunities to right-size overprovisioned virtual machines and services.

Deliverable:

- Systems Configuration
  - End state low level configuration showing current Phase
  - Step-by-Step Task Plan for Phase 1 changes to include the following:
    - Pre-change validation steps (Application/System)
    - Post-change validation steps (Application/System)
    - Step number
    - Brief Description
    - Owner
    - Start Time
    - Estimated Duration in minutes
    - Go/No Go (Point of no return)
    - Rollback
    - Estimated number of minutes with Rollback
    - Estimated number of minutes without Rollback
    - Total Estimated Downtime

- Implementation of Changes

Phase 2:

- Install and build Azure Stack
- Configure and implement Azure Stack based on Microsoft best practice
- Create all necessary systems deployments
- Implement central management

Deliverable:

- Systems Configuration
  - End state low level configuration showing current Phase
  - Step-by-Step Task Plan for Phase 1 changes to include the following:
    - Pre-change validation steps (Application/System)
    - Post-change validation steps (Application/System)
    - Step number
    - Brief Description
    - Owner
    - Start Time
    - Estimated Duration in minutes
    - Go/No Go (Point of no return)
    - Rollback
    - Estimated number of minutes with Rollback
    - Estimated number of minutes without Rollback
    - Total Estimated Downtime
  - Implementation of Changes

Project Management:

Vendor will provide a qualified Project Manager to manage the overall process of the project, as well as provide status of the process to the customer. The project manager's duties will include, but may not be limited to:

- Central point of contact for all project related issues
- Create and Maintain Project Plan
- Coordinate vendor activities
- Provide regular status reports
- Host regular status meetings
- Manage issue resolution

Documentation:

- Final Configurations for all new systems
- Update end state diagrams (as needed)

Post Implementation Support: (Option - To be exercised at the District's sole discretion.)

- Please submit to the District your hourly rate for post implementation support services.

2.0 Task Summary

Description
• Discovery and Information Gathering
• Systems Design
• Staging
• Initial Testing
• Production Phase 1
• Production Phase 2
• Project Management
• Documentation
• Post Implementation Support (Option)

3.0 District Responsibilities

- Provide access to site, and escort if required
- Provide a workspace on site
- Provide remote access, as needed
- Provide all necessary hardware and software licenses
- Provide base hardware and operating system builds as part of project
- Provide additional information as needed by Vendor
- Responsible for rack/stack/power of new equipment
- Application/Service Test Plan
- Provide resource(s) with knowledge of existing environment
- Responsible for successful migration of mailboxes after the first ten mailboxes within scope of project

ATTACHMENT D

RFP NO. 2023-D-006

Microsoft & VMware Professional Services

COST PROPOSAL FORM

The proposal below includes any and all labor, materials, applicable taxes, insurance, subcontractor costs, travel expenses, telephone costs, copying costs, profit, administrative and overhead fees, and all other costs necessary for the performance of all the services called for in the sample project. All submitted hourly rates are firm for the first two years of the contract.

Sample Project Proposal

Item	Description	Not To Exceed Amount	Estimated Hours
1	Discovery and Information Gathering	$	
2	System Design	$	
3	Staging	$	
4	Initial Testing	$	
5	Production Phase 2	$	
6	Production Phase 2	$	
7	Project Management	$	
8	Documentation	$	
9	Post Implementation Support (Option)	$	
GRAND TOTAL, NOT-TO-EXCEED, PROPOSED PRICE FOR SAMPLE PROJECT (Add Items 1 through 9)		$0.00	

Sample Project Cost Breakdown Total cost by hours per personnel category and associated hourly rates.			
	Classification / Title	**Hourly Rate**	**Estimated Hours**
1		**$**	
2		**$**	
3		**$**	
4		**$**	
5		**$**	
6		**$**	
7		**$**	
8		**$**	
9		**$**	
10		**$**	
11		**$**	
12		**$**	
	Total:	**$**	

Proposed Hourly Rates by Classification

List all classifications and fully burdened rates that may be required to provide the Services (not just the Sample Project).

	Classification / Title	Hourly Rate
1	**Example: Project Manager**	**$**
2	**Example: Engineer**	**$**
3		**$**
4		**$**
5		**$**
6		**$**
7		**$**
8		**$**
9		**$**
10		**$**
11		**$**
12		**$**
13		**$**
14		**$**

SAMPLE AGREEMENT EXCEPTION FORM

PROPOSER NAME: _____

By submitting a proposal, proposer is deemed to have accepted all of the terms and conditions set forth in the Sample Agreement contained in Part 3 of this RFP, unless the proposer includes with its proposal this Exception Form containing all the exceptions requested by the proposer.

Number each exception and attach additional pages as necessary to provide proposed alternate language.

#	Section of the Sample Agreement and Proposed Alternate Language

AXIA COOPERATIVE EXCEPTION FORM

PROPOSER NAME: _____

Proposer has reviewed and agrees to participate fully in the Axia Cooperative Contract Program (Attachment J, Axia Cooperative Requirements).

All requests for exceptions to Attachment J of this RFP must be in writing, separately identified, and delineated on this form.

Number each exception and attach additional pages as necessary to provide proposed alternate language.

#	Section of the Attachment J, Axia Cooperative Requirements

INDEMNIFICATION FORM

By submitting this Indemnification Form and a confidentiality index pursuant to Section A of Part 1 of this RFP, _____ (Proposer) agrees to:

1. Indemnify, keep and save harmless the Golden Gate Bridge, Highway and Transportation District (District) and its directors, officers, agents and employees (collectively Indemnitees) from and against any and all suits, claims or actions related to the withholding of Proposer's information, including any proceeding brought against the Indemnitees to compel production of the records Proposer wants withheld.

2. Defend any and all such actions, suits or claims, and pay all charges of attorneys and all other costs and expenses of defenses as they are incurred. Proposer will explain to the court that the District has not disclosed the records at Proposer's direction, and Proposer—not the District—is defending the non-disclosure.

3. If any judgment is rendered, or settlement reached, against any of the Indemnitees, Proposer will satisfy and discharge the same, at Proposer's expense.

4. Assuming that the Proposer has complied with all RFP requirements and that the District has withheld information the Proposer marked as "Confidential," the Proposer will not make a claim, sue, or maintain any legal action against the Indemnitees concerning the release of Proposer's information that is not marked as "Confidential."

By signing below, Proposer confirms its commitment to comply with each of the aforementioned requirements.

By: _____

Name: _____

Title: _____

Date: _____

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

Proposer's Name:_____ RFP # and Name: 2023-D-006, Microsoft and VMware Professional Services

Address:_____ Is your firm a Disadvantaged Business Enterprise: Yes_____ No_____

Owner or Contact Person:_____ Phone: (____)_____ Fax: (____)_____

E-Mail: _____

Instructions:

Please provide information <u>on ALL firms</u> (subcontractors/subconsultants/suppliers) that provided Proposer 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/SBEs and non-DBEs/SBEs alike. Include all bid acceptance(s) AND rejection(s). In the event that incomplete information is provided, the District will contact the Proposer to obtain the information. Signature is required on page two of this form.

	Subcontractor/Subconsultant/Supplier Firm Name/Address/Contact Information	Contractor's License No. DIR Registration No. (if applicable)	DBE/SBE (Yes*/No)	Portion of Work or Type of Materials/Supplies	Dollar Amount of Work/ Materials/Supplies	Bid/Quote Accepted (Yes**/No)	DBE/SBE Amount***
1	Name:						
	Address:						
	Contact Person:						
	E-mail:						
	Phone:						
2	Name:						
	Address:						
	Contact Person:						
	E-mail:						
	Phone:						
3	Name:						
	Address:						
	Contact Person:						
	E-mail:						
	Phone:						
4	Name:						
	Address:						
	Contact Person:						
	E-mail:						
	Phone:						

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

	Subcontractor/Subconsultant/Supplier Firm Name/Address/Contact Information	Contractor's License No. DIR Registration No. (if applicable)	DBE/SBE (Yes*/No)	Portion of Work or Type of Materials/Supplies	Dollar Amount of Work/ Materials/Supplies	Bid/Quote Accepted (Yes**/No)	DBE/SBE Amount***
5	Name: Address: Contact Person: E-mail: Phone:						
6	Name: Address: Contact Person: E-mail: Phone:						
7	Name: Address: Contact Person: E-mail: Phone:						

Attach additional sheets as necessary.

DBE/SBE Amount: **$** _____ = _____**% Proposer's DBE/SBE Achievement**

Total Bid Amount: **$** _____

* If Yes, please also provide certification number or California Unified Certification Program Firm ID number in box.

** 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. For example, for DBE supplier, count 60% of the costs of materials and supplies.

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 | Title | Date

Description of the Selection Process of Subcontractors/Subconsultants/Suppliers

RFP # and Name: 2023-D-006, Microsoft and VMware Professional Services
Proposer's Name: _____
Address: _____
Phone: _____ Fax: _____
E-Mail: _____
Owner or Contact Person: _____ Title: _____

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.

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.

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.

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

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.

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

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

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

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	Title	Date

ATTACHMENT I

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, _____, 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

_____ Name and Title of Authorized Official

_____ Date

DISCLOSURE OF LOBBYING ACTIVITIES
Complete this form to disclose lobbying activities pursuant to Title 31 USC Section 1352

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
a. Contract b. Grant c. Cooperative Agreement d. Loan e. Loan Guarantee f. Loan Insurance	a. Proposal/Offer/Application b. Initial Award c. Post-Award	a. Initial Filing b. Material Change For Material Change Only: Year____ Quarter_ Date of Last Report:_____

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
☐ Prime ☐ Subawardee Tier, if known:____ Congressional District, if known:_____	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):

(Attach Continuation Sheet(s), if necessary)

11. Amount of Payment (check all that apply):	13. Type of Payment (check all that apply):
$_____ ☐ Actual ☐ Planned	☐ 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:

(Attach Continuation Sheet(s), if necessary)

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 _____

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.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a).

    (c) 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 J

Axia Cooperative Information

Axia Cooperative Exhibit A – Axia Cooperative Requirement for National Cooperative Contract

Axia Cooperative Exhibit B – Axia Cooperative Advertising Compliance Requirement

AXIA COOPERATIVE REQUIREMENT FOR NATIONAL COOPERATIVE CONTRACT

1.0 SCOPE OF NATIONAL COOPERATIVE CONTRACT

1.1 Requirement

The Golden Gate Bridge Highway and Transportation District, (hereinafter defined and referred to as "Lead Procurement Agency"), on behalf of itself and the Axia Coop LLC (or "Axia Cooperative"), is requesting proposals for Microsoft and VMware Professional Services. The intent of this Request for Proposal is that any contract between Lead Procurement Agency and Supplier resulting from this Request for Proposal (hereinafter defined and referred to as the "Master Agreement") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through Axia Cooperative's cooperative purchasing program. The Lead Procurement Agency has executed a Lead Procurement Agency Certificate with Axia Cooperative (an example of which is included in Attachment L as Exhibit F) and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with Axia Cooperative as a Participating Public Agency in Axia Cooperative's cooperative purchasing program. Registration with Axia Cooperative as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C. The terms and pricing established in the resulting Master Agreement between the Supplier and the Lead Procurement Agency will be the same as that available to Participating Public Agencies through Axia Cooperative.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither Axia Cooperative, any Lead Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency.

This Exhibit A defines the expectations for qualifying Suppliers based on Axia Cooperative's requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through Axia Cooperative.

These requirements are incorporated into and are considered an integral part of this RFP. Axia Cooperative reserves the right to determine whether or not to make the Master Agreement awarded by the Lead Procurement Agency available to Participating Public Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement Axia Cooperative intends to provide marketing, sales and administrative support for Supplier pursuant to this section 1.2

that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

The Axia Cooperative marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

A. Marketing collateral (print, electronic, email, presentations)
B. Website development and support
C. Trade shows/conferences/meetings
D. Advertising
E. Social Media
F. Sales Team Support

The Axia Cooperative sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

G. Individual sales calls
H. Joint sales calls
I. Communications/customer service
J. Training sessions for Public Agency teams
K. Training sessions for Supplier teams

The Axia Cooperative contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

L. Serving as the subject matter expert for questions regarding joint powers of authority and state statutes and regulations for cooperative purchasing
M. Training sessions for Public Agency teams
N. Training sessions for Supplier teams
O. Regular business reviews to monitor program success
P. General contract administration

Suppliers are required to pay an administrative fee of 1.5% of the Contract Sales under the Master Agreements under this Request for Proposal. Supplier will be required to execute the Axia Cooperative Administration Agreement (refer to Exhibit B).

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Axia Coop LLC Administration Agreement between Supplier and Axia Cooperative (the "Axia Coop LLC Administration Agreement")

1.3 Award Basis

The basis of any contract award resulting from this RFP made by Lead Procurement Agency will be the basis of award on a national level through Axia Cooperative. If multiple suppliers are awarded by Lead Procurement Agency under the Master Agreement, those same suppliers will be required to extend the Master Agreement to

Participating Public Agencies through Axia Cooperative. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Lead Procurement Agency are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and Axia Cooperative shall agree. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (i.e., invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, etc.). Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to Axia Cooperative).

1.4 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through Axia Cooperative's cooperative program:

Q. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
R. Establish the Master Agreement as an actively marketed offering available to Public Agencies nationwide;
S. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;
T. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Lead Procurement Agency and Axia Cooperative designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is actively marketed by Supplier and available to Public Agencies nationwide, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with Axia Cooperative and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Lead Procurement Agency. Supplier will identify an

executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, that the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement to public agencies and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through Axia Cooperative nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to Axia Cooperative in accordance with the Axia Cooperative Administration Agreement. Supplier also commits that its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

AXIA COOPERATIVE ADVERTISING COMPLIANCE REQUIREMENT

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with Axia Cooperative and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

NATIONWIDE REQUIREMENTS

State of Alabama*	State of Hawaii	State of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma*	State of Virginia
State of Connecticut	State of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	State of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states / districts may be found at http://www.usa.gov/Agencies/State_and_Territories.shtml and https://www.usa.gov/local-governments.

*Some public agencies and political subdivisions of these states may be restricted by state statutes that limit competition among cooperative purchasing organizations by only allowing use of purchasing cooperatives sponsored by certain National Associations.

CERTAIN PUBLIC AGENCIES AND POLITICAL SUBDIVISIONS:

CITIES, TOWNS, VILLAGES AND BOROUGHS INCLUDING BUT NOT LIMITED TO:

BAKER CITY GOLF COURSE, OR CITY OF ADAIR VILLAGE, OR CITY OF ASHLAND, OR
CITY OF AUMSVILLE, OR CITY OF AURORA, OR
CITY OF BAKER, OR
CITY OF BATON ROUGE, LA CITY OF BEAVERTON, OR CITY OF BEND, OR
CITY OF BOARDMAN, OR CITY OF BONANAZA, OR
CITY OF BOSSIER CITY, LA CITY OF BROOKINGS, OR CITY OF BURNS, OR
CITY OF CANBY, OR
CITY OF CANYONVILLE, OR CITY OF CLATSKANIE, OR CITY OF COBURG, OR
CITY OF CONDON, OR CITY OF COQUILLE, OR
CITY OF CORVALLI, OR
CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR
CITY OF COTTAGE GROVE, OR CITY OF DONALD, OR
CITY OF EUGENE, OR

CITY OF FOREST GROVE, OR CITY OF GOLD HILL, OR CITY OF GRANTS PASS, OR CITY OF GRESHAM, OR CITY OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI CITY OF KENNER, LA
CITY OF LA GRANDE, OR CITY OF LAFAYETTE, LA CITY OF LAKE CHARLES, OR CITY OF LEBANON, OR
CITY OF MCMINNVILLE, OR CITY OF MEDFORD, OR CITY OF METAIRIE, LA CITY OF MILL CITY, OR CITY OF MILWAUKIE, OR CITY OF MONROE, LA CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA CITY OF NORTH PLAINS, OR CITY OF OREGON CITY, OR CITY OF PILOT ROCK, OR CITY OF PORTLAND, OR CITY OF POWERS, OR
CITY OF PRINEVILLE, OR CITY OF REDMOND, OR CITY OF REEDSPORT, OR CITY OF RIDDLE, OR CITY OF ROGUE RIVER, OR CITY OF ROSEBURG, OR CITY OF SALEM, OR
CITY OF SANDY, OR CITY OF SCAPPOOSE, OR CITY OF SHADY COVE, OR CITY OF SHERWOOD, OR CITY OF SHREVEPORT, LA CITY OF SILVERTON, OR
CITY OF SPRINGFIELD, OR CITY OF ST. HELENS, OR CITY OF ST. PAUL, OR CITY OF SULPHUR, LA CITY OF TIGARD, OR
CITY OF TROUTDALE, OR CITY OF TUALATIN, OR CITY OF WALKER, LA CITY OF WARRENTON, OR CITY OF WEST LINN, OR CITY OF WILSONVILLE, OR CITY OF WINSTON, OR CITY OF WOODBURN, OR
LEAGUE OF OREGON CITES
THE CITY OF HAPPY VALLEY OREGON ALPINE, UT ALTA, UT ALTAMONT, UT ALTON, UT AMALGA, UT
AMERICAN FORK CITY, UT ANNABELLA, UT ANTIMONY, UT
APPLE VALLEY, UT AURORA, UT BALLARD, UT BEAR RIVER CITY, UT BEAVER, UT BICKNELL, UT BIG WATER, UT BLANDING, UT BLUFFDALE, UT BOULDER, UT
CITY OF BOUNTIFUL, UT BRIAN HEAD, UT BRIGHAM CITY CORPORATION, UT BRYCE CANYON CITY, UT CANNONVILLE, UT
CASTLE DALE, UT CASTLE VALLEY, UT CITY OF CEDAR CITY, UT CEDAR FORT, UT
CITY OF CEDAR HILLS, UT CENTERFIELD, UT CENTERVILLE CITY CORPORATION, UT CENTRAL VALLEY, UT
CHARLESTON, UT CIRCLEVILLE, UT CLARKSTON, UT CLAWSON, UT CLEARFIELD, UT CLEVELAND, UT
CLINTON CITY CORPORATION, UT COALVILLE, UT CORINNE, UT CORNISH, UT
COTTONWOOD HEIGHTS, UT DANIEL, UT
DELTA, UT DEWEYVILLE, UT DRAPER CITY, UT DUCHESNE, UT
EAGLE MOUNTAIN, UT EAST CARBON, UT ELK RIDGE, UT
ELMO, UT ELSINORE, UT ELWOOD, UT EMERY, UT ENOCH, UT ENTERPRISE, UT EPHRAIM, UT
ESCALANTE, UT EUREKA, UT FAIRFIELD, UT FAIRVIEW, UT FARMINGTON, UT FARR WEST, UT FAYETTE, UT FERRON, UT FIELDING, UT FILLMORE, UT
FOUNTAIN GREEN, UT FRANCIS, UT
FRUIT HEIGHTS, UT GARDEN CITY, UT GARLAND, UT GENOLA, UT GLENDALE, UT GLENWOOD, UT GOSHEN, UT GRANTSVILLE, UT GREEN RIVER, UT GUNNISON, UT HANKSVILLE, UT HARRISVILLE, UT HATCH, UT
HEBER CITY CORPORATION, UT HELPER, UT HENEFER, UT HENRIEVILLE, UT HERRIMAN, UT HIDEOUT, UT HIGHLAND, UT HILDALE, UT HINCKLEY, UT HOLDEN, UT HOLLADAY, UT HONEYVILLE, UT HOOPER, UT HOWELL, UT HUNTINGTON, UT HUNTSVILLE, UT
CITY OF HURRICANE, UT HYDE PARK, UT HYRUM, UT INDEPENDENCE, UT IVINS, UT JOSEPH, UT JUNCTION, UT KAMAS, UT KANAB, UT KANARRAVILLE, UT KANOSH, UT KAYSVILLE, UT KINGSTON, UT KOOSHAREM, UT LAKETOWN, UT LA VERKIN, UT LAYTON, UT
LEAMINGTON, UT LEEDS, UT
LEHI CITY CORPORATION, UT LEVAN, UT LEWISTON, UT LINDON, UT LOA, UT
LOGAN CITY, UT LYMAN, UT LYNNDYL, UT MANILA, UT MANTI, UT MANTUA, UT MAPLETON, UT
MARRIOTT-SLATERVILLE, UT MARYSVALE, UT MAYFIELD, UT MEADOW, UT MENDON, UT
MIDVALE CITY INC., UT MIDWAY, UT
MILFORD, UT MILLVILLE, UT MINERSVILLE, UT MOAB, UT
MONA, UT MONROE, UT
CITY OF MONTICELLO, UT MORGAN, UT MORONI, UT
MOUNT PLEASANT, UT
MURRAY CITY CORPORATION, UT MYTON, UT NAPLES, UT NEPHI, UT
NEW HARMONY, UT NEWTON, UT NIBLEY, UT NORTH LOGAN, UT NORTH OGDEN, UT
NORTH SALT LAKE CITY, UT OAK CITY, UT OAKLEY, UT
OGDEN CITY CORPORATION, UT OPHIR, UT ORANGEVILLE, UT ORDERVILLE, UT OREM, UT PANGUITCH, UT PARADISE, UT PARAGONAH, UT PARK CITY, UT PAROWAN, UT PAYSON, UT PERRY, UT
PLAIN CITY, UT
PLEASANT GROVE CITY, UT PLEASANT VIEW, UT PLYMOUTH, UT
PORTAGE, UT PRICE, UT PROVIDENCE, UT PROVO, UT RANDOLPH, UT REDMOND, UT
RICHFIELD, UT RICHMOND, UT RIVERDALE, UT RIVER HEIGHTS, UT RIVERTON CITY, UT
ROCKVILLE, UT ROCKY RIDGE, UT
ROOSEVELT CITY CORPORATION, UT ROY, UT RUSH VALLEY, UT
CITY OF ST. GEORGE, UT SALEM, UT
SALINA, UT

SALT LAKE CITY CORPORATION, UT SANDY, UT
SANTA CLARA, UT SANTAQUIN, UT SARATOGA SPRINGS, UT SCIPIO, UT
SCOFIELD, UT SIGURD, UT SMITHFIELD, UT SNOWVILLE, UT
CITY OF SOUTH JORDAN, UT SOUTH OGDEN, UT
CITY OF SOUTH SALT LAKE, UT SOUTH WEBER, UT
SPANISH FORK, UT SPRING CITY, UT SPRINGDALE, UT SPRINGVILLE, UT STERLING, UT STOCKTON, UT SUNNYSIDE, UT SUNSET CITY CORP, UT SYRACUSE, UT TABIONA, UT
CITY OF TAYLORSVILLE, UT TOOELE CITY CORPORATION, UT TOQUERVILLE, UT
TORREY, UT TREMONTON CITY, UT TRENTON, UT TROPIC, UT UINTAH, UT VERNAL CITY, UT
VERNON, UT VINEYARD, UT VIRGIN, UT WALES, UT WALLSBURG, UT
WASHINGTON CITY, UT WASHINGTON TERRACE, UT WELLINGTON, UT WELLSVILLE, UT WENDOVER, UT
WEST BOUNTIFUL, UT WEST HAVEN, UT WEST JORDAN, UT WEST POINT, UT
WEST VALLEY CITY, UT WILLARD, UT
WOODLAND HILLS, UT WOODRUFF, UT
WOODS CROSS, UT

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:

ASCENSION PARISH, LA
ASCENSION PARISH, LA, CLEAR OF COURT
CADDO PARISH, LA
CALCASIEU PARISH, LA
CALCASIEU PARISH SHERIFF'S OFFICE, LA CITY AND COUNTY OF HONOLULU, HI CLACKAMAS COUNTY, OR
CLACKAMAS COUNTY DEPT OF TRANSPORTATION, OR
CLATSOP COUNTY, OR COLUMBIA COUNTY, OR COOS COUNTY, OR
COOS COUNTY HIGHWAY DEPARTMENT, OR COUNTY OF HAWAII, OR
CROOK COUNTY, OR
CROOK COUNTY ROAD DEPARTMENT, OR CURRY COUNTY, OR
DESCHUTES COUNTY, OR DOUGLAS COUNTY, OR EAST BATON ROUGE PARISH, LA GILLIAM COUNTY, OR
GRANT COUNTY, OR HARNEY COUNTY, OR
HARNEY COUNTY SHERIFFS OFFICE, OR HAWAII COUNTY, HI
HOOD RIVER COUNTY, OR JACKSON COUNTY, OR JEFFERSON COUNTY, OR JEFFERSON PARISH, LA
JOSEPHINE COUNTY GOVERNMENT, OR
LAFAYETTE CONSOLIDATED GOVERNMENT, LA
LAFAYETTE PARISH, LA
LAFAYETTE PARISH CONVENTION & VISITORS COMMISSION
LAFOURCHE PARISH, LA KAUAI COUNTY, HI
KLAMATH COUNTY, OR LAKE COUNTY, OR LANE COUNTY, OR LINCOLN COUNTY, OR LINN COUNTY, OR LIVINGSTON PARISH, LA MALHEUR COUNTY, OR MAUI COUNTY, HI
MARION COUNTY, SALEM, OR MORROW COUNTY, OR MULTNOMAH COUNTY, OR
MULTNOMAH COUNTY BUSINESS AND COMMUNITY SERVICES, OR
MULTNOMAH COUNTY SHERIFFS OFFICE, OR
MULTNOMAH LAW LIBRARY, OR
ORLEANS PARISH, LA PLAQUEMINES PARISH, LA POLK COUNTY, OR RAPIDES PARISH, LA
SAINT CHARLES PARISH, LA
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA
SAINT LANDRY PARISH, LA
SAINT TAMMANY PARISH, LA SHERMAN COUNTY, OR TERREBONNE PARISH, LA TILLAMOOK COUNTY, OR
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
TILLAMOOK COUNTY GENERAL HOSPITAL, OR
UMATILLA COUNTY, OR
UNION COUNTY, OR WALLOWA COUNTY, OR WASCO COUNTY, OR WASHINGTON COUNTY, OR WEST BATON ROUGE PARISH, LA WHEELER COUNTY, OR YAMHILL COUNTY, OR
COUNTY OF BOX ELDER, UT COUNTY OF CACHE, UT COUNTY OF RICH, UT COUNTY OF WEBER, UT COUNTY OF MORGAN, UT COUNTY OF DAVIS, UT COUNTY OF SUMMIT, UT COUNTY OF DAGGETT, UT COUNTY OF SALT LAKE, UT COUNTY OF TOOELE, UT COUNTY OF UTAH, UT COUNTY OF WASATCH, UT COUNTY OF DUCHESNE, UT COUNTY OF UINTAH, UT COUNTY OF CARBON, UT COUNTY OF SANPETE, UT COUNTY OF JUAB, UT COUNTY OF MILLARD, UT COUNTY OF SEVIER, UT COUNTY OF EMERY, UT COUNTY OF GRAND, UT COUNTY OF BEVER, UT COUNTY OF PIUTE, UT COUNTY OF WAYNE, UT COUNTY OF SAN JUAN, UT COUNTY OF GARFIELD, UT COUNTY OF KANE, UT COUNTY OF IRON, UT COUNTY OF WASHINGTON, UT

OTHER AGENCIES INCLUDING ASSOCIATIONS, BOARDS, DISTRICTS, COMMISSIONS, COUNCILS, PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT AUTHORITIES, RESERVATIONS AND UTILITIES INCLUDING BUT NOT LIMITED TO:

BANKS FIRE DISTRICT, OR
BATON ROUGE WATER COMPANY
BEND METRO PARK AND RECREATION DISTRICT
BIENVILLE PARISH FIRE PROTECTION DISTRICT 6, LA
BOARDMAN PARK AND RECREATION DISTRICT
CENTRAL CITY ECONOMIC OPPORTUNITY CORP, LA CENTRAL OREGON INTERGOVERNMENTAL COUNCIL
CITY OF BOGALUSA SCHOOL BOARD, LA
CLACKAMAS RIVER WATER
CLATSKANIE PEOPLE'S UTILITY DISTRICT CLEAN WATER SERVICES
CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION

COOS FOREST PROTECTIVE ASSOCIATION
CHEHALEM PARK AND RECREATION DISTRICT
DAVID CROCKETT STEAM FIRE COMPANY #1, LA
EUGENE WATER AND ELECTRIC BOARD
HONOLULU INTERNATIONAL AIRPORT
HOODLAND FIRE DISTRICT #74 HOUSING AUTHORITY OF PORTLAND ILLINOIS VALLEY FIRE DISTRICT LAFAYETTE AIRPORT COMMISSION, LA
LAFOURCHE PARISH HEALTH UNIT – DHH-OPH REGION 3
LOUISIANA PUBLIC SERVICE COMMISSION, LA
LOUISIANA WATER WORKS
MEDFORD WATER COMMISSION MELHEUR COUNTY JAIL, OR METRO REGIONAL GOVERNMENT METRO REGIONAL PARKS
METROPOLITAN EXPOSITION RECREATION COMMISSION
METROPOLITAN SERVICE DISTRICT (METRO)
MULTNOMAH EDUCATION SERVICE DISTRICT
NEW ORLEANS REDEVELOPMENT AUTHORITY, LA
NORTHEAST OREGON HOUSING AUTHORITY, OR
PORT OF BRANDON, OR
PORT OF MORGAN CITY, LA
PORTLAND DEVELOPMENT COMMISSION, OR
PORTLAND FIRE AND RESCUE
PORTLAND HOUSING CENTER, OR OREGON COAST COMMUNITY ACTION
OREGON HOUSING AND COMMUNITY SERVICES
OREGON LEGISLATIVE ADMINISTRATION ROGUE VALLEY SEWER, OR
SAINT LANDRY PARISH TOURIST COMMISSION
SAINT MARY PARISH REC DISTRICT 2
SAINT MARY PARISH REC DISTRICT 3 SAINT TAMMANY FIRE DISTRICT 4, LA SALEM MASS TRANSIT DISTRICT
SEWERAGE AND WATER BOARD OF NEW ORLEANS, LA
SOUTH LAFOURCHE LEVEE DISTRICT, LA
TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON
TUALATIN HILLS PARK & RECREATION DISTRICT
TUALATIN VALLEY FIRE & RESCUE
TUALATIN VALLEY WATER DISTRICT
WILLAMALANE PARK AND RECREATION DISTRICT WILLAMETTE HUMANE SOCIETY

K-12 INCLUDING BUT NOT LIMITED TO:

ACADIA PARISH SCHOOL BOARD BEAVERTON SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT BOGALUSA HIGH SCHOOL, LA BOSSIER PARISH SCHOOL BOARD
BROOKING HARBOR SCHOOL DISTRICT CADDO PARISH SCHOOL DISTRICT CALCASIEU PARISH SCHOOL DISTRICT CANBY SCHOOL DISTRICT
CANYONVILLE CHRISTIAN ACADEMY CASCADE SCHOOL DISTRICT
CASCADES ACADEMY OF CENTRAL OREGON
CENTENNIAL SCHOOL DISTRICT
CENTRAL CATHOLIC HIGH SCHOOL CENTRAL POINT SCHOOL DISTRICT NO.6 CENTRAL SCHOOL DISTRICT 13J
COOS BAY SCHOOL DISTRICT NO.9 CORVALLIS SCHOOL DISTRICT 509J COUNTY OF YAMHILL SCHOOL DISTRICT 29 CULVER SCHOOL DISTRICT
DALLAS SCHOOL DISTRICT NO.2 DAVID DOUGLAS SCHOOL DISTRICT DAYTON SCHOOL DISTRICT NO.8 DE LA SALLE N CATHOLIC HS
DESCHUTES COUNTY SCHOOL DISTRICT NO.6
DOUGLAS EDUCATIONAL DISTRICT SERVICE
DUFUR SCHOOL DISTRICT NO.29
EAST BATON ROUGE PARISH SCHOOL DISTRICT
ESTACADA SCHOOL DISTRICT NO.10B
FOREST GROVE SCHOOL DISTRICT GEORGE MIDDLE SCHOOL GLADSTONE SCHOOL DISTRICT
GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
GRESHAM BARLOW JOINT SCHOOL DISTRICT
HEAD START OF LANE COUNTY
HIGH DESERT EDUCATION SERVICE DISTRICT
HILLSBORO SCHOOL DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON CO SCHOOL DIST NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
JEFFERSON PARISH SCHOOL DISTRICT JEFFERSON SCHOOL DISTRICT
JUNCTION CITY SCHOOLS, OR KLAMATH COUNTY SCHOOL DISTRICT KLAMATH FALLS CITY SCHOOLS LAFAYETTE PARISH SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J LANE COUNTY SCHOOL DISTRICT 4J LINCOLN COUNTY SCHOOL DISTRICT LINN CO. SCHOOL DIST. 95C
LIVINGSTON PARISH SCHOOL DISTRICT LOST RIVER JR/SR HIGH SCHOOL LOWELL SCHOOL DISTRICT NO.71 MARION COUNTY SCHOOL DISTRICT MARION COUNTY SCHOOL DISTRICT 103
MARIST HIGH SCHOOL, OR MCMINNVILLE SCHOOL DISTRICT NOAO MEDFORD SCHOOL DISTRICT 549C MITCH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO.1J MORROW COUNTY SCHOOL DIST, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MULTISENSORY LEARNING ACADEMY MYRTLE PINT SCHOOL DISTRICT 41
NEAH-KAH-NIE DISTRICT NO.56 NEWBERG PUBLIC SCHOOLS
NESTUCCA VALLEY SCHOOL DISTRICT NO.101
NOBEL LEARNING COMMUNITIES
NORTH BEND SCHOOL DISTRICT 13 NORTH CLACKAMAS SCHOOL DISTRICT NORTH DOUGLAS SCHOOL DISTRICT NORTH WASCO CITY SCHOOL DISTRICT 21
NORTHWEST REGIONAL EDUCATION SERVICE DISTRICT
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL DISTRICT NOA6
ORLEANS PARISH SCHOOL DISTRICT PHOENIX-TALENT SCHOOL DISTRICT NOA PLEASANT HILL SCHOOL DISTRICT PORTLAND JEWISH ACADEMY

PORTLAND PUBLIC SCHOOLS RAPIDES PARISH SCHOOL DISTRICT REDMOND SCHOOL DISTRICT REYNOLDS SCHOOL DISTRICT
ROGUE RIVER SCHOOL DISTRICT ROSEBURG PUBLIC SCHOOLS SCAPPOOSE SCHOOL DISTRICT 1J
SAINT TAMMANY PARISH SCHOOL BOARD, LA SEASIDE SCHOOL DISTRICT 10
SHERWOOD SCHOOL DISTRICT 88J SILVER FALLS SCHOOL DISTRICT 4J SOUTH LANE SCHOOL DISTRICT 45J3
SOUTHERN OREGON EDUCATION SERVICE DISTRICT
SPRINGFIELD PUBLIC SCHOOLS SUTHERLIN SCHOOL DISTRICT
SWEET HOME SCHOOL DISTRICT NO.55
TERREBONNE PARISH SCHOOL DISTRICT THE CATLIN GABEL SCHOOL
TIGARD-TUALATIN SCHOOL DISTRICT UMATILLA MORROW ESD
WEST LINN WILSONVILLE SCHOOL DISTRICT
WILLAMETTE EDUCATION SERVICE DISTRICT
WOODBURN SCHOOL DISTRICT
YONCALLA SCHOOL DISTRICT
ACADEMY FOR MATH ENGINEERING & SCIENCE (AMES) , UT
ALIANZA ACADEMY , UT ALPINE DISTRICT , UT
AMERICAN LEADERSHIP ACADEMY , UT
AMERICAN PREPARATORY ACADEMY , UT BAER CANYON HIGH SCHOOL FOR SPORTS & MEDICAL SCIENCES , UT
BEAR RIVER CHARTER SCHOOL , UT BEAVER SCHOOL DISTRICT , UT
BEEHIVE SCIENCE & TECHNOLOGY ACADEMY (BSTA) , UT
BOX ELDER SCHOOL DISTRICT , UT CBA CENTER , UT
CACHE SCHOOL DISTRICT , UT CANYON RIM ACADEMY , UT CANYONS DISTRICT , UT CARBON SCHOOL DISTRICT , UT CHANNING HALL , UT
CHARTER SCHOOL LEWIS ACADEMY , UT CITY ACADEMY , UT
DAGGETT SCHOOL DISTRICT , UT DAVINCI ACADEMY , UT
DAVIS DISTRICT , UT
DUAL IMMERSION ACADEMY , UT DUCHESNE SCHOOL DISTRICT , UT
EARLY LIGHT ACADEMY AT DAYBREAK , UT
EAST HOLLYWOOD HIGH , UT
EDITH BOWEN LABORATORY SCHOOL , UT
EMERSON ALCOTT ACADEMY , UT
EMERY SCHOOL DISTRICT , UT ENTHEOS ACADEMY , UT EXCELSIOR ACADEMY , UT FAST FORWARD HIGH , UT FREEDOM ACADEMY , UT
GARFIELD SCHOOL DISTRICT , UT GATEWAY PREPARATORY ACADEMY , UT GEORGE WASHINGTON ACADEMY , UT GOOD FOUNDATION ACADEMY , UT GRAND SCHOOL DISTRICT , UT
GRANITE DISTRICT , UT GUADALUPE SCHOOL , UT HAWTHORN ACADEMY , UT
INTECH COLLEGIATE HIGH SCHOOL , UT IRON SCHOOL DISTRICT , UT ITINERIS EARLY COLLEGE HIGH , UT
JOHN HANCOCK CHARTER SCHOOL , UT JORDAN DISTRICT , UT
JUAB SCHOOL DISTRICT , UT KANE SCHOOL DISTRICT , UT
KARL G MAESER PREPARATORY ACADEMY , UT LAKEVIEW ACADEMY , UT
LEGACY PREPARATORY ACADEMY , UT LIBERTY ACADEMY , UT
LINCOLN ACADEMY , UT LOGAN SCHOOL DISTRICT , UT
MARIA MONTESSORI ACADEMY , UT
MERIT COLLEGE PREPARATORY ACADEMY , UT
MILLARD SCHOOL DISTRICT , UT
MOAB CHARTER SCHOOL , UT MONTICELLO ACADEMY , UT MORGAN SCHOOL DISTRICT , UT
MOUNTAINVILLE ACADEMY , UT MURRAY SCHOOL DISTRICT , UT NAVIGATOR POINTE ACADEMY , UT NEBO SCHOOL DISTRICT , UT
NO UT ACAD FOR MATH ENGINEERING & SCIENCE (NUAMES) , UT
NOAH WEBSTER ACADEMY , UT
NORTH DAVIS PREPARATORY ACADEMY , UT
NORTH SANPETE SCHOOL DISTRICT , UT NORTH STAR ACADEMY , UT
NORTH SUMMIT SCHOOL DISTRICT , UT ODYSSEY CHARTER SCHOOL , UT OGDEN PREPARATORY ACADEMY , UT OGDEN SCHOOL DISTRICT , UT
OPEN CLASSROOM , UT
OPEN HIGH SCHOOL OF UTAH , UT
OQUIRRH MOUNTAIN CHARTER SCHOOL , UT
PARADIGM HIGH SCHOOL , UT
PARK CITY SCHOOL DISTRICT , UT PINNACLE CANYON ACADEMY , UT PIUTE SCHOOL DISTRICT , UT PROVIDENCE HALL , UT
PROVO SCHOOL DISTRICT , UT QUAIL RUN PRIMARY SCHOOL , UT QUEST ACADEMY , UT RANCHES ACADEMY , UT REAGAN ACADEMY , UT
RENAISSANCE ACADEMY , UT RICH SCHOOL DISTRICT , UT
ROCKWELL CHARTER HIGH SCHOOL , UT SALT LAKE ARTS ACADEMY , UT
SALT LAKE CENTER FOR SCIENCE EDUCATION, UT SALT LAKE SCHOOL DISTRICT , UT
SALT LAKE SCHOOL FOR THE PERFORMING ARTS, UT
SAN JUAN SCHOOL DISTRICT , UT SEVIER SCHOOL DISTRICT , UT
SOLDIER HOLLOW CHARTER SCHOOL , UT SOUTH SANPETE SCHOOL DISTRICT , UT SOUTH SUMMIT SCHOOL DISTRICT , UT SPECTRUM ACADEMY , UT SUCCESS ACADEMY , UT SUCCESS SCHOOL , UT SUMMIT ACADEMY , UT
SUMMIT ACADEMY HIGH SCHOOL , UT SYRACUSE ARTS ACADEMY , UT THOMAS EDISON - NORTH , UT
TIMPANOGOS ACADEMY , UT TINTIC SCHOOL DISTRICT , UT TOOELE SCHOOL DISTRICT , UT TUACAHN HIGH SCHOOL FOR THE PERFORMING ARTS , UT

UINTAH RIVER HIGH , UT UINTAH SCHOOL DISTRICT , UT
UTAH CONNECTIONS ACADEMY , UT
UTAH COUNTY ACADEMY OF SCIENCE , UT UTAH ELECTRONIC HIGH SCHOOL , UT UTAH SCHOOLS FOR DEAF & BLIND , UT UTAH STATE OFFICE OF EDUCATION , UT UTAH VIRTUAL ACADEMY , UT
VENTURE ACADEMY , UT
VISTA AT ENTRADA SCHOOL OF PERFORMING ARTS AND TECHNOLOGY , UT
WALDEN SCHOOL OF LIBERAL ARTS , UT
WASATCH PEAK ACADEMY , UT WASATCH SCHOOL DISTRICT , UT WASHINGTON SCHOOL DISTRICT , UT WAYNE SCHOOL DISTRICT , UT
WEBER SCHOOL DISTRICT , UT WEILENMANN SCHOOL OF DISCOVERY , UT

HIGHER EDUCATION

ARGOSY UNIVERSITY
BATON ROUGE COMMUNITY COLLEGE, LA
BIRTHINGWAY COLLEGE OF MIDWIFERY BLUE MOUNTAIN COMMUNITY COLLEGE BRIGHAM YOUNG UNIVERSITY - HAWAII CENTRAL OREGON COMMUNITY COLLEGE CENTENARY COLLEGE OF LOUISIANA CHEMEKETA COMMUNITY COLLEGE
CLACKAMAS COMMUNITY COLLEGE COLLEGE OF THE MARSHALL ISLANDS COLUMBIA GORGE COMMUNITY COLLEGE CONCORDIA UNIVERSITY
GEORGE FOX UNIVERSITY
KLAMATH COMMUNITY COLLEGE DISTRICT LANE COMMUNITY COLLEGE
LEWIS AND CLARK COLLEGE LINFIELD COLLEGE
LINN-BENTON COMMUNITY COLLEGE LOUISIANA COLLEGE, LA
LOUISIANA STATE UNIVERSITY
LOUISIANA STATE UNIVERSITY HEALTH SERVICES MARYLHURST UNIVERSITY
MT. HOOD COMMUNITY COLLEGE MULTNOMAH BIBLE COLLEGE
NATIONAL COLLEGE OF NATURAL MEDICINE
NORTHWEST CHRISTIAN COLLEGE
OREGON HEALTH AND SCIENCE UNIVERSITY
OREGON INSTITUTE OF TECHNOLOGY OREGON STATE UNIVERSITY
OREGON UNIVERSITY SYSTEM PACIFIC UNIVERSITY
PIONEER PACIFIC COLLEGE PORTLAND COMMUNITY COLLEGE PORTLAND STATE UNIVERSITY REED COLLEGE
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
ROGUE COMMUNITY COLLEGE SOUTHEASTERN LOUISIANA UNIVERSITY
SOUTHERN OREGON UNIVERSITY (OREGON UNIVERSITY SYSTEM)
SOUTHWESTERN OREGON COMMUNITY COLLEGE TULANE UNIVERSITY
TILLAMOOK BAY COMMUNITY COLLEGE
UMPQUA COMMUNITY COLLEGE UNIVERSITY OF HAWAII BOARD OF REGENTS
UNIVERSITY OF HAWAII-HONOLULU COMMUNITY COLLEGE
UNIVERSITY OF OREGON-GRADUATE SCHOOL
UNIVERSITY OF PORTLAND
UNIVERSITY OF NEW ORLEANS WESTERN OREGON UNIVERSITY
WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
XAVIER UNIVERSITY
UTAH SYSTEM OF HIGHER EDUCATION, UT
UNIVERSITY OF UTAH, UT
UTAH STATE UNIVERSITY, UT WEBER STATE UNIVERSITY, UT SOUTHERN UTAH UNIVERSITY, UT SNOW COLLEGE, UT
DIXIE STATE COLLEGE, UT COLLEGE OF EASTERN UTAH, UT UTAH VALLEY UNIVERSITY, UT
SALT LAKE COMMUNITY COLLEGE, UT
UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

STATE AGENCIES

ADMIN. SERVICES OFFICE BOARD OF MEDICAL EXAMINERS
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
HAWAII DEPARTMENT OF TRANSPORTATION
HAWAII HEALTH SYSTEMS CORPORATION OFFICE OF MEDICAL ASSISTANCE PROGRAMS OFFICE OF THE STATE TREASURER
OREGON BOARD OF ARCHITECTS
OREGON CHILD DEVELOPMENT COALITION
OREGON DEPARTMENT OF EDUCATION OREGON DEPARTMENT OF FORESTRY OREGON DEPT OF TRANSPORTATION OREGON DEPT. OF EDUCATION OREGON LOTTERY
OREGON OFFICE OF ENERGY OREGON STATE BOARD OF NURSING
OREGON STATE DEPT OF CORRECTIONS OREGON STATE POLICE
OREGON TOURISM COMMISSION
OREGON TRAVEL INFORMATION COUNCIL
SANTIAM CANYON COMMUNICATION CENTER
SEIU LOCAL 503, OPEU
SOH- JUDICIARY CONTRACTS AND PURCH STATE DEPARTMENT OF DEFENSE, STATE OF HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPT. OF EDUCATION STATE OF LOUISIANA
STATE OF LOUISIANA DEPT. OF EDUCATION
STATE OF LOUISIANA, 26TH JUDICIAL DISTRICT ATTORNEY
STATE OF UTAH

ATTACHMENT K

Axia Agreements Between Axia and Vendor

Axia Cooperative Exhibit C – Axia Cooperative Administration Agreement, Example

Axia Cooperative Exhibit D – Axia Cooperative Contract Sales Reporting Template

AXIA COOP LLC ADMINISTRATION AGREEMENT

THIS ADMINISTRATION AGREEMENT (this "Agreement") is made this ____ day of _____ 20__, between Axia Coop LLC ("Axia Cooperative"), and _____ ("Supplier").

Recitals

WHEREAS, the Golden Gate Bridge Highway and Transportation District (the "Lead Procurement Agency") has entered into a Master Agreement dated _____, Agreement No _____, by and between the Lead Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the "Master Agreement"), as attached hereto as Exhibit _ and incorporated herein by reference as though fully set forth herein, for the purchase of _____ (the "Product");

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, "Public Agencies"), that register (either via registration on the Axia Cooperative website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit _) (each, hereinafter referred to as a "Participating Public Agency") may purchase Product at prices stated in the Master Agreement;

WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through Axia Cooperative to Public Agencies;

WHEREAS, Axia Cooperative serves as the contract administrator of the Master Agreement on behalf of Lead Procurement Agency;

WHEREAS, Lead Procurement Agency desires Axia Cooperative to proceed with administration of the Master Agreement; and

WHEREAS, Axia Cooperative and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between Axia Cooperative and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, Axia Cooperative and Supplier hereby agree as follows:

Definitions

1. Capitalized terms used in this Agreement and not otherwise defined herein shall havethe meanings given to them in the Master Agreement.

Terms and Conditions

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. Axia Cooperative shall be afforded all of the rights, privileges and indemnifications afforded to Lead Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to Axia Cooperative, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. Axia Cooperative shall perform all of its duties, responsibilities and obligations as contract administrator of the Master Agreement on behalf of Lead Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by Axia Cooperative solely in its capacity as the contract administrator under the Master Agreement.

5. With respect to any purchases by Lead Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, Axia Cooperative shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Lead Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Lead Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Lead Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. Axia Cooperative makes no representation or guaranty with respect to any minimum purchases by Lead Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. Axia Cooperative shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold Axia Cooperative harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, AXIA COOPERATIVE EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING AXIA COOPERATIVE'S PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. AXIA COOPERATIVE SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF AXIA COOPERATIVE IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TERM OF AGREEMENT; TERMINATION

8. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 14 – 23, hereof and the indemnifications afforded by the Supplier to Axia Cooperative in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

9. Supplier's failure to maintain its covenants and commitments contained in this Agreement or any action of the Supplier which gives rise to a right by Lead Procurement Agency to terminate the Master Agreement shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of this Agreement at Axia Cooperative's sole discretion. Notwithstanding anything contained herein to the contrary, this Agreement shall terminate on the date of the termination or expiration of the Master Agreement.

National Promotion

10. Axia Cooperative and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the Axia Cooperative program by either registering on the Axia Cooperative website, www.axiacoop.org, or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

11. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Lead Procurement Agency and Axia Cooperative. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to Axia Cooperative or posts on the Axia Cooperative website. Supplier shall indemnify, defend and hold harmless Axia Cooperative for use of all such content and images including copyright infringement claims. Supplier and Axia Cooperative each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo(s) (each, the "Logo") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

ADMINISTRATIVE FEE, REPORTING & PAYMENT

12. An "Administrative Fee" shall be defined and due to Axia Cooperative from Supplier in the amount of percent (1.5%) ("Administrative Fee Percentage") multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Lead Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) ("Contract Sales"). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency's Contract Sales.

13. Supplier shall provide Axia Cooperative with an electronic accounting report monthly, in the format prescribed by Axia Cooperative, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit _ ("Contract Sales Report"), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to Axia Cooperative by the 10th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Lead Procurement Agency's sole discretion, and/or this Agreement, at Axia Cooperative's sole discretion.

14. Administrative Fee payments are to be paid by Supplier to Axia Cooperative at the frequency and on the due date stated in Section 13, above, for Supplier's submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the Axia Cooperative designated financial institution identified in Exhibit _. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Lead Procurement Agency's sole discretion, and/or this Agreement, at Axia Cooperative's sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. Axia Cooperative, or its designee, in Axia Cooperative's sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date Axia Cooperative receives such report. In addition, Axia Cooperative may engage a third party to conduct an independent audit of Supplier's monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by Axia Cooperative at the location designated by Axia Cooperative. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, Axia Cooperative will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to Axia Cooperative's reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of Axia Cooperative's costs and expenses related to such audit.

GENERAL PROVISIONS

16. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between Axia Cooperative and Supplier, the provisions of this Agreement shall prevail.

17. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

18. This Agreement and Axia Cooperative's rights and obligations hereunder may be assigned at Axia Cooperative's sole discretion to an affiliate of Axia Cooperative, any purchaser of any or all or substantially all of the assets of Axia Cooperative, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of Axia Cooperative.

19. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

V. Axia Coop LLC
   i. Attn: Ken Heckman, Founder & CEO
   ii. 348 Julianna Circle, Franklin, TN 37064
W. Supplier

20. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

21. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

22. This Agreement shall inure to the benefit of and shall be binding upon Axia Cooperative, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

23. This Agreement will be construed under and governed by the laws of the State of Tennessee, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

Authorized Signature, Supplier

Signature

Name

Title

Date

AXIA COOP LLC

Signature
Ken Heckman

Name
Founder & Chief Executive Officer

Title

Date

COOPERATIVE CONTRACT SALES REPORTING TEMPLATE

AXIA COOP LLC EXHIBITS

EXHIBIT _ - AXIA COOPERATIVE CONTRACT SALES REPORTING TEMPLATE

(to be submitted electronically in Microsoft Excel format)

Axia Cooperative Contract Sales Monthly Report

Supplier Name:	
Contract Sales Report Month:	
Contract ID:	

Participating Agency Name	Address	City	State	Zip Code	Participating Agency # {Assigned by Axia Cooperative and provided to Supplier}	Transaction Date (Date of Sale)	Contract Sales for Month ($)	Admin Fee %	Admin Fee $
						Report Totals			
						Cumulative Contract Sales			