

AGREEMENT BETWEEN
THE PENINSULA CORRIDOR JOINT POWERS BOARD (AGENCY)
AND
BAILEY SPECIALTY CRANES AND AERIALS, LLC (CONTRACTOR)

AGREEMENT SUMMARY*

Board of Directors' Date of Award: N/A

Resolution Number: N/A

Effective Date of Agreement: February 1, 2021

Services to be Performed (Section 1):

Base Scope of Work: CONTRACTOR shall provide for the purchase, modification, installation, testing, and delivery of two new custom Scissor Lift Work Platforms to the JPB's Central Equipment Maintenance Operations Facility (CEMOF) located at 585 Lenzen Avenue (Stockton Avenue), San Jose, CA 95110.

Quote Option A: If exercised by the Agency, CONTRACTOR shall provide additional training for JPB Staff at CEMOF (San Jose, CA).

Term of Agreement (Section 2): One-year term
(February 1, 2021 – January 31, 2022)

Compensation (Section 3):

Base Scope of Work: Not to Exceed Amount of \$131,400

Quote Option A: Not to Exceed Amount: \$4,600

Contractor's Key Representative Contact Information:

Name: Bill Cavros, Engineering Manager
Title: Bailey Specialty Cranes & Aerials LLC
Phone: (262) 710-4028
Email: bill@baileycranes.com
Mailing Address: S81W18561 Gemini Drive
Muskego, Wisconsin 53150

*This Summary is provided for convenience only and is qualified by the specific terms and conditions of the Agreement, which will control in the event of any conflict between this summary and the terms of the Agreement.

AGREEMENT

This Agreement is made and entered into this 1st day of February 2021 by and between BAILEY SPECIALTY CRANES AND AERIALS, LLC., hereinafter called "CONTRACTOR", located at S81W18561 Gemini Drive, Muskego, WI 53150 and the PENINSULA CORRIDOR JOINT POWERS BOARD, hereinafter called "JPB", located at 1250 San Carlos Avenue, CA 94070.

WHEREAS, the JPB desires the CONTRACTOR to provide for the purchase, modification, installation, testing, and delivery of two new custom Scissor Lift Work Platforms to the JPB's Central Equipment Maintenance Operations Facility (CEMOF) located at 585 Lenzen Avenue (Stockton Avenue), San Jose, CA 95110; and

WHEREAS, CONTRACTOR represents that it has the necessary skills, experience, and knowledge, and license to perform the Work.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. **SCOPE OF WORK.** The CONTRACTOR will perform all the work and furnish all the labor, materials and equipment required to provide two new, custom Scissor Lift Work Platforms delivered to the JPB's Central Equipment Maintenance Operations Facility (CEMOF) located at 585 Lenzen Avenue (Stockton Avenue), San Jose, CA 95110, as more particularly described in Exhibit A, which is attached and incorporated herein ("Work").

2. **BEGINNING OF WORK AND TIME OF COMPLETION.** The CONTRACTOR must complete all Work pursuant to the Limited Notice to Proceed and Notice to Proceed process outlined and time periods specified in Exhibit C.

3. **AGREEMENT DOCUMENTS.**

This Agreement consists of the following documents all of which are attached and incorporated herein:

- This Agreement
- Exhibit A, Scope of Work, Exhibit B, General Conditions, Exhibit C, Special Provisions, and Exhibit D, Technical Specifications
- Exhibit E, Insurance Requirements
- Exhibit F, Federal Requirements
- Exhibit G, CONTRACTOR's Quote, as accepted by the JPB.

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. **COMPENSATION.** The total sum of all Work to be performed under this Agreement will not exceed ***One Hundred Thirty-One Thousand Four Hundred Dollars***

(\$131,400.00) ("Grand Total Amount"). The Grand Total Amount includes any and all costs for materials, labor, subcontractors, insurance, taxes, delivery, profit and any other element of expense or compensation arising out of the Work performed hereunder, as shown in Exhibit G.

At the JPB's discretion, the JPB may exercise the option for additional training for JPB staff (Quote Option A) to be conducted at the JPB's CEMOF facility for a not-to-exceed amount of **Four Thousand Six Hundred Dollars (\$4,600.00)**.

5. MANNER OF PAYMENT. CONTRACTOR must submit invoice/billing statement and must provide a description of the work performed during the invoice period, the contract number **20-J-M-077**, Purchase Order number and the JPB Project Manager's name. The JPB will endeavor to pay approved invoices/billing statements within 30 calendar days of their receipt. The JPB reserves the right to withhold payment to the CONTRACTOR if the JPB determines that the quantity or quality of the work performed is unacceptable. The JPB will provide written notice to the CONTRACTOR within 10 business days of the JPB's decision not to pay and the reasons for non-payment.

Submit one copy of invoice(s) in soft copy format (PDF) via email as follows:

AccountsPayable@samtrans.com

6. CHANGES. The JPB may, at any time, by written order, make changes within the scope of work described in this Agreement. If such changes cause an increase in the budgeted cost or the time required for the performance of the agreed-upon Work, an equitable adjustment as mutually agreed upon will be made in the compensation and/or schedule of performance. In the event that the CONTRACTOR encounters any unanticipated conditions or contingencies that may affect the scope of work and result in an adjustment in the amount of compensation or time required for performance of the Work specified herein, CONTRACTOR must so advise the JPB immediately upon notice of such condition or contingency. The written notice must explain the circumstances giving rise to the unforeseen condition or contingency and must set forth the proposed adjustment in compensation and/or schedule resulting therefrom. Such notice must be given to the JPB prior to the time that CONTRACTOR performs Work related to the proposed adjustment in compensation. Any and all pertinent changes must be expressed in a written supplement to this Agreement prior to implementation of such changes.

7. TERM. The term of this Agreement will be for one year term commencing upon February 1, 2021 and ending on January 31, 2022. The CONTRACTOR must complete all Work pursuant to the Limited Notice to Proceed and Notice to Proceed process outlined and time periods specified in Exhibit C. The CONTRACTOR will furnish the JPB with all the materials, equipment and services called for under this Agreement, and perform all other work, if any, described in Exhibit D. The JPB reserves the right to extend the term of this Agreement. The Agreement will remain in full force and effect until all Work is completed or terminated.

8. TERMINATION.

A. Termination for Convenience. The JPB may terminate this Agreement for convenience at any time by giving sixty days written notice to the CONTRACTOR. Upon receipt of such notice, the CONTRACTOR may not commit itself to any further expenditure of time or resources, except for costs reasonably necessary to effect the termination. If the JPB terminates the Agreement for convenience, the JPB agrees to pay the CONTRACTOR, in accordance with the provisions of Section 4, all sums actually due and owing from the JPB upon the effective date of termination, plus any costs reasonably necessary to effect the termination. CONTRACTOR is not entitled to any payments for lost profit on work to be performed after the date of termination, including, without limitation, work not yet performed, and milestones not yet achieved. All finished or unfinished documents and any material procured for or produced pursuant to this Agreement as of the date of termination are the property of the JPB upon the effective date of the termination for convenience. CONTRACTOR and its subcontractors must cooperate in good faith in any transition to other vendors or consultants as the JPB deems necessary. Failure to cooperate is a breach of the Agreement and grounds for the termination for convenience to be treated as a termination for default.

B. Termination for Default. If the CONTRACTOR fails to perform any of the provisions of this Agreement, the JPB may find the CONTRACTOR to be in default. After delivery of a written notice of default, the JPB may terminate the Agreement for default if the CONTRACTOR 1) does not cure such breach within seven calendar days; or 2) if the nature of the breach is such that it will reasonably require more than 7 days to commence curing, as determined in the JPB's discretion, does not provide a plan to cure such breach which is acceptable to the JPB within 7 calendar days. If the CONTRACTOR cures the default within the cure period, but subsequently defaults again, the JPB may immediately terminate the Agreement without further notice or right to cure. In the event of the filing of a petition for bankruptcy by or against the CONTRACTOR or for appointment of a receiver for CONTRACTOR'S property, the JPB may terminate this Agreement immediately without the thirty-day cure period.

Upon receipt of a notice of termination for default, the CONTRACTOR may not commit itself to any further expenditure of time or resources. The JPB agrees to remit final payment to the CONTRACTOR in an amount to cover only those sums actually due and owing from the JPB for work performed in full accordance with the terms of the Agreement as of the effective date of termination. The JPB is not in any manner liable for the CONTRACTOR's actual or projected lost profits had the Consultant completed the services required by this Agreement, including, without limitation, services not yet performed, expenses not yet incurred, and milestones not yet achieved. All finished or unfinished documents, and any equipment or materials procured for or produced pursuant to this Agreement become the property of the JPB upon the effective date of the termination for default.

The rights and remedies of the JPB provided in this section are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

9. RESPONSIBILITY: INDEMNIFICATION.

The CONTRACTOR will indemnify, keep and save harmless the JPB, the San Mateo County Transit District, the City and County of San Francisco, the Santa Clara Valley Transportation Authority, TransitAmerica Services, Inc. (TASI) or successor Operator of Record, the Union Pacific Railroad Company, and their directors, officers, agents and employees (Indemnitees) 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 the CONTRACTOR caused by a negligent act or omission or willful misconduct of the CONTRACTOR or its employees, subcontractors, subconsultants or agents; or

B. Any allegation that materials or services provided by the CONTRACTOR under this Agreement infringe or violate any copyright, trademark, patent, trade secret, or any other intellectual-property or proprietary right of any third party.

The CONTRACTOR further agrees to defend any and all such actions, suits or claims and pay all charges of attorneys and all other costs and expenses of defense as they are incurred. If any judgment is rendered against the Indemnitees in any such action, the CONTRACTOR will, at its expense, satisfy and discharge the same. This indemnification will survive termination or expiration of the Agreement.

10. INSURANCE. See Exhibit E for Insurance Requirements.

11. GUARANTY OF WORK. CONTRACTOR warrants to the JPB that all materials and equipment furnished under the Agreement will be of good quality and new, that the Work will be free from defects in material or workmanship, and that the Work will conform to the requirements of the Agreement. Work not conforming to the Agreement requirements may be considered defective.

If, within one (1) year after the date of final acceptance of the Work any of the Work is found to be defective, the CONTRACTOR must correct it promptly after written notice from the JPB to do so and pay for any damage to other property resulting from the defective Work. If the CONTRACTOR fails to correct the defective Work, the JPB may correct it at the CONTRACTOR's expense. Work that is corrected will be subject to a one-year warranty obligation, commencing on the date the Work is corrected by the CONTRACTOR and accepted by the JPB.

The requirements of this section relate only to the specific obligation to correct defective Work and nothing in this section will be construed to establish a period of limitation with respect to other obligations of CONTRACTOR under the Agreement.

12. CONDITIONS OF USE AND PRESERVATION OF PROPERTY CONTRACTOR will assume full responsibility for protection and safekeeping of the materials and equipment stored on the site. In the event that any stored items or activities of the CONTRACTOR interfere with the JPB's operations, the CONTRACTOR must move the items or modify the activities at its expense in accordance with JPB's direction.

CONTRACTOR must exercise due care to avoid injury to existing improvements or facilities, utility facilities, and adjacent property. Any injury to the property of the JPB or any other third party caused by CONTRACTOR's operations must be restored or replaced at CONTRACTOR's expense.

13. COMPLIANCE WITH ALL APPLICABLE LAWS. CONTRACTOR must comply with all the applicable requirements of federal, state and local laws, statutes and ordinances relative to the execution of the Work. In the event CONTRACTOR fails to comply with these requirements, the JPB may stop any Work until such noncompliance is remedied. No part of the time lost due to any such cessation of the Work may be made the subject of a claim for an extension of time or increase in the compensation.

14. ENVIRONMENTAL AND SAFETY AND HEALTH STANDARDS. CONTRACTOR must comply with applicable environmental statutes, regulations, and guidelines in performing the Work under this Agreement. CONTRACTOR must also comply with applicable Occupational Safety and Health standards, regulations and guidelines in performing the Work under this Agreement.

15. CONTRACTOR'S STATUS. Neither CONTRACTOR nor any party contracting with the CONTRACTOR will be deemed an agent or employee of the JPB. The CONTRACTOR is and will be an independent contractor, and the legal relationship of any person performing services for CONTRACTOR will be one solely between said parties.

16. ASSIGNMENT. CONTRACTOR will not assign any of its rights nor transfer any of its obligations under this Agreement without the prior written consent of JPB.

17. RECORDS. During the term of this Agreement, CONTRACTOR must permit representatives of JPB to have access to, examine and make copies, at JPB's expense, of its books, records, and documents relating to this Agreement at all reasonable times.

18. JPB WARRANTIES. The JPB makes no warranties, representations, or agreements, either express or implied, beyond such as are explicitly stated herein.

19. JPB REPRESENTATIVE. Except when approval or other action is required to be given or taken by the Board of Directors of the JPB, JPB Executive Director, or designee, will represent and act for the JPB.

20. NOTICES. All notices and communications deemed by either party to be necessary or desirable to be given to the other party must be in writing and may be given by electronic email, or personal delivery to a representative of the parties or by mailing the same postage prepaid, addressed as follows:

If to the JPB: Board Secretary
 Peninsula Corridor Joint Powers Board
 1250 San Carlos Avenue
 San Carlos, CA 94070

With a copy to: Director, Contracts and Procurement
Peninsula Corridor Joint Powers Board
1250 San Carlos Avenue
San Carlos, CA 94070
contracts@samtrans.com

If to the CONTRACTOR: Bailey Specialty Cranes & Aerials, LLC
S81W18561 Gemini Drive
Muskego, Wisconsin 53150
ATTENTION: Bill Cavros
bill@baileycranes.com

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

21. ATTORNEYS' FEES. If any legal proceeding should be instituted by either of the parties hereto to enforce the terms of this Agreement or to determine the rights of the parties thereunder, the prevailing party in said proceeding will recover, in addition to all court costs, reasonable attorneys' fees.

22. WAIVER. Any waiver of any breach or covenant of this Agreement 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 Agreement will not be construed to be a waiver of any succeeding breach or any other covenant unless specifically and explicitly stated in such waiver.

23. SEVERABILITY. If any provision of this Agreement is deemed invalid or unenforceable, that provision will be reformed and/or construed consistently with applicable law as nearly as possible to reflect the original intentions of this Agreement, and in any event, the remaining provisions of this Agreement will remain in full force and effect.

24. NO THIRD PARTY BENEFICIARIES. This Agreement is not for the benefit of any person or entity other than the parties.

25. FEDERAL REQUIREMENTS. See Exhibit F for Federal Requirements.

26. APPLICABLE LAW. This Agreement, its interpretation and all Work performed thereunder, will be governed by the laws of the State of California. The CONSULTANT must comply with all federal, state and local laws, rules, and regulations applicable to the Agreement and to the work to be done hereunder, including all rules and regulations of the AGENCY.

27. BINDING ON SUCCESSORS. All of the terms, provisions, and conditions of this Agreement will be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.

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

PENINSULA CORRIDOR JOINT POWERS BOARD

BAILEY SPECIALTY CRANES AND AERIALS, LLC.*

E-SIGNED by Derek Hansel
on 2021-02-03 09:47:17 PST
Signature: _____

E-SIGNED by Jeff Bailey
on 2021-02-01 16:06:46 PST
Signature: _____

Print: _____ Derek Hansel

Print: _____ Jeff Bailey

Title: _____ Chief Financial Officer

Title: _____ President & CEO

February 03, 2021
Date: _____

February 01, 2021
Date: _____

APPROVED AS TO FORM:

E-SIGNED by Julie Sherman
on 2021-01-28 09:33:14 PST
By: _____
Julie Sherman
Attorney for the JPB

EXHIBIT A **SCOPE AND WORK**

1. Delivery Location:

The Peninsula Corridor Joint Powers Board (JPB) Central Equipment Maintenance Operations Facility (CEMOF) at 585 Lenzen Ave (Stockton Ave), San Jose, CA 95110.

2. Project Overview:

The CONTRACTOR shall purchase two, new scissor lifts from the JPB's pre-approved manufacturer list, and modify, install, test and deliver, as specified to the JPB's CEMOF Facility at 585 Lenzen Ave (Stockton Ave), San Jose, CA 95110.

3. Scope of Work:

Purchase, modify, install, test, and deliver two (2) new Scissor Lift Work Platforms as described in **Exhibit D, Technical Specifications**.

4. Completion Time:

All installation, testing, inspection, training, delivery and other work specified in the Technical Specifications and NTP must be completed within 90 calendar days of the issuance of the NTP, unless otherwise specified in the NTP.

EXHIBIT B **GENERAL CONDITIONS**

The General Conditions and Instructions for Bidders (General Conditions) apply to all quoting except insofar as they may be modified by the Special Provisions, Technical Specifications, Quote Forms, or Addenda.

1. DEFINITION OF TERMS

Whenever in the Request or Quotes Documents, the following terms or pronouns in place of them or abbreviations are used; the intent and meaning will be interpreted as follows:

“Quote” means an offer submitted to the Peninsula Corridor Joint Powers Board (JPB) in response to a Request for Quotes (RFQ) that is not subject to negotiation.

"Quote Documents" or "Request Documents" or "Specifications" mean the Notice Inviting Quotes, General Conditions and Instructions for Bidders, Special Provisions, Technical Specifications, Quote Forms, Bond Forms, Addenda, Exhibits, and Appendices, if any.

“Quote Form” means that part of the Quote that contains the quote items, price, and other supporting information.

“Bidder” means the firm or individual submitting the Quote.

“Contract” or “Agreement” is used interchangeably and means a binding understanding, enforceable by law, between two or more competent parties, obligating the seller to furnish the supplies or services and the buyer to pay for them.

"Contractor" means the successful Bidder to whom a Contract is awarded.

“Contract Administrator” means an employee or agent of the JPB responsible for coordinating procedures and administration following contract award.

"Days" means calendar days unless otherwise indicated.

"Director, Contracts and Procurement" means the Director, Contracts and Procurement of the Peninsula Corridor Joint Powers Board.

"Executive Director" means the Executive Director of the Peninsula Corridor Joint Powers Board.

"JPB" or “Caltrain” or “Agency” means the Peninsula Corridor Joint Powers Board.

“Procurement Administrator” means an employee or agent of the JPB responsible for the acquisition of supplies, materials, equipment, and services.

“Procurement Portal” means the JPB’s website for managing procurement opportunities.

“Project Manager” means the designated agency employee responsible for project oversight and administration.

2. FORM OF QUOTE AND SIGNATURE

The quote must be made on the Quote Form(s) provided. If the Bidder is an individual, the Quote must be executed personally by the Bidder. If the Bidder is a co-partnership, it is desirable that the Quote be executed by all of the partners, but it may be executed by one of them. If the Bidder is a corporation, the Quote must be executed by two officers of the corporation consisting of (1) the chairman of the board, president or vice president; and (2) the secretary, assistant secretary, chief finance officer, assistant chief financial officer, treasurer, or assistant treasurer, or by a person authorized by the corporation or other documentation demonstrating signature authority satisfactory to the JPB to execute written quotes on its behalf. If the Quote Form is executed by a person other than an officer, or by only one officer, there must be attached to the Quote a certified copy of a resolution of the corporation authorizing such officer or person to execute written quotes for and on behalf of the corporation. If the Bidder is a joint venture, the Quote must be executed on behalf of each participating firm by officers or other individuals who have the full and proper authorization to do so. If the Bidder is Limited Liability Company (LLC), the Quote must be executed by an officer or member with the authority to bind the LLC in contract. The Bidder must attach evidence of the signatory's authority to bind the LLC in contract. Quotes submitted in any other form will be considered non-responsive and may be rejected.

3. QUOTE FORM

Blank spaces on the Quote Form must be properly filled in. The format and language of the Quote Form must not be changed and no additions will be made to any of the items. If the unit price and the total amount named by the Bidder for any item do not agree, the unit price alone will be considered as representing the Bidder's intention. Any mathematical errors that appear on the face of the quote will be corrected by the JPB and the JPB will use the mathematically correct Grand Total Quote Price in determining the lowest monetary Bidder.

Unless otherwise stated in the Request Documents, the Bidder must include freight or delivery charges in the total price in its quote.

Submission of an alternative quote(s) except as specifically called for in the Request Documents may render both quotes non-responsive and may cause their rejection.

4. OR APPROVED EQUAL CLAUSE

In order to establish a basis of quality, certain materials, processes, or types of machinery and equipment may be specified in the Request Documents by describing the process, by designating a manufacturer by name, brand, or product number, or by specifying a kind of material. It is not the intent of these Request Documents to exclude other processes, equipment, or materials of equal value, utility, or merit which are approved by the JPB. Requests for approved equals are further detailed in the Special Provisions.

5. TAXES

The supplies, materials, or equipment called for in the Request Documents will be used by the JPB in the performance of a governmental function and are exempt from taxation by the United States Government. The JPB will, if requested, furnish a tax exemption certificate and any and all affidavits and documents that may be necessary to establish such exemption. Unit prices will include state sales and use taxes. Contractors registered with the California Department of Tax and Fee Administration are required to facilitate payment of all sales and use taxes under the Contract. If a Contractor is not registered with the California Department of Tax and Fee Administration, the JPB will either require the Contractor to provide a receipt for all payments from the JPB separately itemizing the applicable sales or use taxes paid and forward all appropriate state taxes to the California Department of Tax and Fee Administration, or assume responsibility for the payment of state sales and use taxes.

7. UNAUTHORIZED CONDITIONS

Unauthorized conditions, limitations, or provisions attached to a quote will render the quote non-responsive and may cause its rejection.

8. PUBLIC RECORDS

The California Public Records Act (commencing at California Government Code Section 6250) mandates public access to government records. Therefore, unless the information is exempt from disclosure by law, the content of any request for explanation, exception, substitution, response to these specifications, protest, or any other written communication between the JPB and the Bidder will be available to the public.

If the Bidder believes any communication contains trade secrets or other proprietary information that the Bidder believes would cause substantial injury to the Bidder's competitive position if disclosed, the Bidder must request that the JPB withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. The Bidder may not designate its entire quote as confidential. Additionally, the Bidder may not designate Quote Forms as confidential.

If the Bidder requests that the JPB withhold from disclosure information identified as confidential and the JPB complies with the Bidder's request, the Bidder will assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless the JPB from and against all damages (including but not limited to attorneys' fees that may be awarded to the party requesting the Bidder information), and pay any and all costs and expenses related to withholding Bidder information. The Bidder will not make a claim, sue, or maintain any legal action against the JPB or its directors, officers, employees or agents in connection with the withholding from disclosure of Bidder information.

If the Bidder does not request that the JPB withhold from disclosure information identified as confidential, the JPB will have no obligation to withhold the information from disclosure and may release the information sought without liability to the JPB.

9. SUBMISSION OF QUOTE

Prior to the time and date specified in the Notice Inviting Quotes (Notice), Bidders must submit their Quote electronically by uploading their Quote to the JPB's Procurement Portal at <https://smctd.bonfirehub.com>. The online submission system will not allow for any Quotes to be accepted after the stated date and time. Quotes received after the prescribed date and time will not be considered. It is the sole responsibility of the Bidder to ensure its Quote is electronically uploaded and received by the JPB in a timely manner. **Quotes received after said time or date or at any other location than the JPB's Procurement Portal will not be considered.**

10. WITHDRAWAL OF QUOTE

A Bidder may withdraw its Quote before the expiration of the quote due date and time without prejudice to itself by deleting it from the Procurement Portal.

11. QUOTE OPENING

At the due date and time specified in the Notice, the Procurement Administrator, will open all quotes received. The JPB reserves the right to postpone the quote opening for any reason.

12. SOLE QUOTE EVALUATION

In the event a single quote is received, the JPB may conduct a price and/or cost analysis of the quote to verify that the quote price is fair and reasonable. It should be recognized that a price analysis involves a comparison with other similar procurements and must be based on an established or competitive price for the products subject to the comparison. The comparison must be made with a purchase of similar volume and involving similar specifications. Where a difference exists, a detailed analysis must be made of the price differential and costs or reasons associated therewith.

Where it is impossible to obtain a valid price analysis, it may be necessary for the JPB to conduct a cost analysis of the quote price, which process entails examination and evaluation of the separate cost/profit elements of the quote quotation. The Bidder will be expected to cooperate in this process and to furnish the JPB with any and all requested documentation necessary to undertake the required analyses.

13. BIDDER'S WAIVER

The Bidder 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 Specifications. The Bidder warrants that it has checked its Quote for errors and omissions; that the prices stated in its Quote are correct, and as intended by it, and are a complete and correct statement of its prices for performing the work or furnishing the labor, supplies, materials, or equipment required by the Request Documents.

14. STATEMENT OF EXPERIENCE AND QUALIFICATIONS

The Bidder may be required, upon request of the Procurement Administrator, to prove to the JPB's satisfaction that it has the necessary skill, experience, facilities, and ample financial resources to perform the Contract in a satisfactory manner and within the required time.

15. NON-COLLUSION

By submitting a Quote, the Bidder represents and warrants that such Quote is genuine and not sham, collusive, or made in the interest or on behalf of any person therein named. The Bidder also represents that it has not, directly or indirectly, induced or solicited any other Bidder to put in a sham Quote, or any other person, firm, or corporation to refrain from quoting, and that the Bidder has not in any manner sought by collusion to secure an advantage over any other Bidder.

16. PENALTY FOR COLLUSION

If at any time it is found that the person, firm, or corporation to whom a Contract has been awarded has in presenting any Quote or Quotes, colluded with any other party or parties, then the Contract so awarded will be null and void and the Contractor and its sureties will be liable to the JPB for all loss or damage which the JPB may suffer thereby; and the Staff may re-award the Contract pursuant to appropriate procedures.

17. INTEREST OF JPB PERSONNEL

By submitting a Quote, the Bidder represents and warrants that to the best of its knowledge, no director, officer or employee of the JPB is in any manner interested directly or indirectly in the Quote or in the Contract which may be made under it, or in any expected profits to arise therefrom, as set forth in Title 1, Division 4, Chapter 1, Article 4 (commencing with Section 1090) or Title 9 (commencing with Section 81000) of the Government Code of the State of California.

18. PROHIBITED INTEREST

No member, officer, or employee of the JPB, during his or her tenure or for one year after that tenure, will have any interest, direct or indirect, in this Contract or the proceeds under this Contract, nor will any such person act as an agent or attorney for, or otherwise represent, a Bidder or Contractor by making a formal or informal appearance, or any oral or written communication, before the JPB or any officer or employee of the JPB for a period of one year after leaving office or employment with the JPB if the appearance or communication is made for the purpose of influencing any action involving the issuance, amendment, award, or revocation of a Contract.

19. AWARD OR REJECTION OF QUOTES

Award will be made or Quotes will be rejected by the JPB within the time specified in the Special Provisions or Quote Forms, or if not specified, within a reasonable time after Quotes have been opened. The JPB may reject any and all Quotes, and may reject a Quote of any party who has been delinquent or unfaithful in any former Contract with the JPB. Also, the JPB reserves the right to waive any irregularities or informalities in any Quote or in the quoting procedure. If an award is made, it will be made to the lowest responsive and responsible monetary Bidder after application of the SBE preference, provided that all minimum qualifications are met. All Bidders will be notified of the award.

20. TIME FOR EXECUTION OF CONTRACT

The Bidder to whom award is made must execute a written Contract with the JPB on the JPB's form of Contract within 10 days of receiving the form of Contract for execution from the JPB.

If the Bidder to whom award is made fails to enter into the Contract as provided, the award may be annulled. An award may be made to the Bidder whose Quote is next most acceptable and such Bidder must fulfill every condition in the Request Documents and form of Contract as if it were the party to whom the first award was made.

21. DOCUMENTS DEEMED PART OF CONTRACT

The Request for Quotes, General Conditions and Instructions for Bidders, Special Provisions, Quote Forms, Technical Specifications, Appendices, Exhibits, and Addenda, if any, will be deemed parts of the Contract.

22. MANNER OF EXECUTION OF CONTRACT

If the Contractor is an individual, the Contract must be executed personally by the Contractor. If the Contractor is a co-partnership, it is desirable that the Contract be executed by all of the partners, but it may be executed by one of them. If the Contractor is a corporation, it must be executed by two officers of the corporation consisting of (1) the chairman of the board, president, or vice president; and (2) the secretary, assistant secretary, chief finance officer, treasurer, or assistant treasurer, or by a person authorized by the corporation to execute written contracts on its behalf. If the Contract is executed by a person other than an officer or by only one officer, there must be attached to the Contract a certified copy of a resolution of the corporation authorizing such officer or person to execute written contracts for and on behalf of the corporation. If the Contractor is a joint venture, the Contract must be executed on behalf of each participating firm by officers or other individuals who have the full and proper authorization to do so. If the Contractor is a Limited Liability Company (LLC), the Contract must be executed by an officer or member with the authority to bind the LLC in contract. The Contractor must attach evidence of the signatory's authority to bind the LLC in contract.

23. EFFECT OF EXTENSIONS OF TIME

Granting or acceptance of extensions of time to complete the work or furnish the labor, supplies, materials, or equipment required under the Contract will not release Contractor from its obligation to comply with the requirements set forth in the Contract Documents.

24. LIQUIDATED DAMAGES

It is agreed by the parties to the Contract that TIME IS OF THE ESSENCE, and in the event of a delay in completion of the work or the delivery of the supplies, materials, or equipment beyond the date set forth in the Contract Documents, or authorized extensions, damage will be sustained by the JPB, and that it is or will be impracticable to determine the actual amount of the damage by reason of such delay. It is, therefore, agreed that the JPB will be paid an amount as set

forth in the Special Provisions as liquidated damages. If no amount is set forth, Contractor will be liable for actual damages for each and every day that performance of this Contract extends beyond the time herein specified, which sum or sums will be considered as liquidated damages in that the JPB will suffer by reason of delay or default.

25. DELIVERY

The Contractor will prepare all equipment and materials for shipment in such a manner as to protect them from damage in transit, and will be responsible for and repair all damaged parts or replace all losses incurred in the course of delivery of the equipment and materials to the JPB's facilities. When necessary, heavy parts will be mounted on skids or crated, and all parts or materials that might otherwise be lost will be boxed or wired in bundles. All parts will be plainly marked for identification and destination.

26. MATERIAL AND WORKMANSHIP

All materials, parts, and equipment furnished by the Contractor will be new, high grade and free from defects. Workmanship will be in accordance with generally accepted industry standards. The Contractor will establish and maintain quality assurance policies and procedures to insure compliance with these specifications. The Contractor will extend full access to the JPB to its manufacturing facilities during normal working hours so that the JPB can inspect and monitor the Contractor's compliance with its established quality assurance procedures and the JPB's Specifications.

Any material or equipment not conforming to the requirement of these Request Documents or found to be damaged or defective at the time of delivery must be replaced by the Contractor without additional cost to the JPB.

If the Contractor fails to comply promptly with any order of the JPB to replace or repair damaged or defective material, equipment or work, the JPB will, upon written notice to the Contractor, have the authority to deduct the cost of such replacement or repair from any compensation due or to become due to the Contractor.

Nothing in this section will limit or restrict the provisions of the warranty of fitness as set forth in these General Conditions and Instructions for Bidders.

27. WARRANTY OF TITLE

The Contractor will warrant to the JPB, its successors and assigns, that the title to the material, supplies or equipment covered by the Contract, when delivered to the JPB or to its successor or assigns, is free from all liens and encumbrances.

28. WARRANTY

The Contractor guarantees and warrants that all work performed and items supplied under this Contract will (1) conform to the Technical Specifications and all other requirements of this Contract; (2) fulfill its design functions and be fit for both its ordinary and intended purposes; (3) be free of all patent and latent defects in design, materials and workmanship; and (4) perform satisfactorily.

It is understood and agreed that by acceptance of this warranty and the acceptance of materials or supplies to be manufactured or assembled pursuant to these Specifications, the JPB does not waive any warranty, either expressed or implied in Sections 2312 to 2317, inclusive, of the Business and Professions Code of the State of California, or any products liability of the Contractor as determined by any applicable decisions of a court of the State of California or of the United States.

29. APPROVAL BY THE PROJECT MANAGER

The JPB reserves the right to direct and supervise the work under this Contract through its Project Manager on whose inspection all work will be accepted or rejected. The Project Manager will have full power to reject any materials furnished or work performed under the Contract which does not conform to the terms and conditions set forth in the Contract.

30. CLAIMS AND DISPUTES

The Contractor will be solely responsible for providing timely written notice to the JPB of any claims for additional compensation and/or time in accordance with the provisions of the Contract. It is the JPB's intent to investigate and attempt to resolve any Contractor claims before the Contractor has performed any disputed work. In addition, the JPB desires to mitigate its responsibility (if any) for any Contractor claims before the disputed work is performed. Therefore, Contractor's failure to provide timely notice, as provided for in the Contract, will constitute a waiver of Contractor's claims for additional compensation and/or time.

The Contractor will not be entitled to the payment of any additional compensation for any cause, including any act, or failure to act, by the JPB, including the failure or refusal to issue a modification, or the happening of any event or occurrence, unless it has given the JPB due written notice of a potential claim. The potential claim must set forth the reasons for which the Contractor believes additional compensation may be due, the nature of the costs involved, and the amount of the potential claim.

If based on an act or failure to act by the JPB, such notice must be given to the JPB prior to the time that the Contractor has started performance of the work giving rise to the potential claim for additional compensation. In all other cases, notice must be given within 10 days after the happening of the event or occurrence giving rise to the potential claim.

If there is a dispute over any claim, the Contractor will continue to work during the dispute resolution process in a diligent and timely manner as directed by the JPB, and will be governed by all applicable provisions of the Contract. The Contractor will maintain cost records of all work which is the basis of any dispute.

If an agreement can be reached which resolves the Contractor's claim, the parties will execute a Contract modification to document the resolution of the claim. If the parties cannot reach an agreement with respect to the Contractor's claim, they may chose arbitration and/or mediation.

31. EFFECT OF FAILURE TO COMPLETE CONTRACT

In case of failure on the part of the Contractor to complete this Contract within the specified time or within authorized extensions, the JPB may terminate the Contract and refuse to pay the Contractor or allow any further compensation for any labor, supplies, or materials furnished by it under the Contract. The JPB may proceed to complete such Contract either by selecting a new contractor by competitive procurement or otherwise, and the Contractor and its surety, when applicable, will be liable to the JPB for any and all losses or damages which the JPB may suffer on account of the Contractor's failure to complete the Contract within such time.

32. ASSIGNMENT AND DELEGATION

The Contractor will neither delegate any duties or obligations under this Contract nor assign, transfer, convey, sublet or otherwise dispose of the Contract or its right, title or interest in or to the same, or any part thereof, without the JPB's prior written consent.

33. SUBCONTRACTING

The JPB reserves the right to approve any subcontractor that is used under this Contract. The Contractor will give its attention to, and be responsible for, the fulfillment of all terms of the Contract, and will keep all Contract work under its control. Nothing in the Contract will create any contractual relationship between the JPB and any subcontractor. The Contractor is fully responsible to the JPB for the acts and omissions of its subcontractors and persons either directly or indirectly employed by its subcontractors, just as it is for the acts and omissions of persons directly employed by the Contractor.

The Contractor will not, without the JPB's prior written consent, substitute any subcontractor in place of any previously-approved subcontractor. When a portion of the work which has been subcontracted by the Contractor is not being performed in a manner satisfactory to the JPB, the subcontractor will be removed immediately upon the request of the JPB, and will not be employed for any future work under the Contract.

34. NON-EMPLOYEE PICKETING

If an employee of the Contractor pickets the facilities of the JPB in connection with a labor dispute, the JPB may terminate or suspend the Contract immediately. In addition, the Contractor will reimburse the JPB for expenses incurred by the JPB resulting from the picketing or Contract suspension or termination.

35. HAZARDOUS CHEMICALS AND WASTES

The Contractor will bear full and exclusive responsibility for any release of hazardous or non-hazardous chemicals or substances during the course of its performance of this Contract. The Contractor will immediately report any such release to the JPB's Project Manager, and Contractor will be solely responsible for compliance with all applicable federal, State, and local laws and regulations regarding reporting of releases of hazardous chemical or substances to appropriate government agencies. The Contractor will be solely responsible for all claims and expenses associated with the response to, removal and remediation of the release, including without limit, payment of any fines or penalties levied against the JPB by any agency as a result of such release and will hold harmless, indemnify, and defend the JPB from any claims arising from such release. For purposes of this section only, the term "claims" will include (1) all notices, orders, directives, administrative, or judicial proceedings, fines, penalties, fees, or charges imposed by any governmental agency with jurisdiction; and (2) any claim, cause of action, or administrative or judicial proceeding brought against the JPB, its directors, officers, employees or agents, or for any loss, cost (including reasonable attorneys' fees), damage or liability, sustained or suffered by any person or entity, including the JPB.

If in the performance of the work outlined in these Request Documents the Contractor uses hazardous chemicals or substances or creates any hazardous wastes, as defined in federal and State law, all such resulting hazardous wastes will be properly handled, stored and disposed of according to federal, State, and local laws, at the expense of the Contractor. The Contractor will dispose of any and all such hazardous wastes under its own EPA Identification Number via a licensed hazardous waste transporter, at an appropriately permitted disposal facility selected by Contractor. In no event will the JPB be identified as the generator of any such wastes. The Contractor will determine whether any wastes generated during the performance of the work is hazardous waste, and will notify the Project Manager if Contractor generates any hazardous wastes, and the JPB reserves the right to a copy of the results of any tests conducted on the wastes and, at JPB's cost, to perform additional tests or examine those wastes prior to disposition. The Contractor will hold harmless, indemnify, and defend the JPB from any claims arising from the disposal of such hazardous wastes regardless of the absence of negligence or other malfeasance by Contractor.

36. ANTITRUST CLAIMS

The Contractor's attention is directed to California Government Code Section

4552, which will be applicable to the Contractor and its subcontractors:

"In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 12) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder."

37. TITLE VI COMPLIANCE

During the performance of any Contract entered into pursuant to these Contract Documents, the Contractor, for itself, its assignees and successor in interest, agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. Section 2000d) and the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49 CFR Part 21, as they may be amended from time to time, which are incorporated by reference and made a part of this Contract.

38. EQUAL EMPLOYMENT OPPORTUNITY

In connection with the performance of this Contract, the Contractor will 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 will 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 will 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. The Contractor further agrees to insert a similar provision in all subcontracts, except subcontracts for standard commercial supplies or raw materials. The Contractor will comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

39. ACCESS REQUIREMENTS FOR INDIVIDUALS WITH DISABILITIES

The Contractor agrees to comply with all applicable requirements of the

Americans with Disabilities Act of 1990 (ADA), commencing at 42 U.S.C. Section 12101; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 794; Section 16 of the Federal Transit Act, as amended; 49 U.S.C. Sections 5312 and 5332; and implementing regulations, as may be amended.

40. JPB'S WAIVER OF CONDITIONS

The waiver of any provision, term, or condition in these Request Documents by the JPB on any particular occasion will not constitute a general waiver of any other provision, term, or condition, nor a release from the Contractor's obligation to otherwise perform or observe any other provision, term, or condition of the Contract.

41. RIGHTS AND REMEDIES OF THE JPB

The rights and remedies of the JPB provided herein will not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.

END OF GENERAL CONDITIONS

EXHIBIT C **SPECIAL PROVISIONS**

1. PURPOSE

It is the intent of the JPB to award a Contract to furnish two, custom Scissor Lift Work Platforms. The successful Contractor, if any, must provide such goods/services and responsibilities as further described in the Technical Specifications which are included herewith.

2. PRE-QUOTE MEETING

A Pre-Quote meeting will not be held.

3. QUESTIONS AND REQUESTS FOR CLARIFICATIONS

If any person contemplating submitting a Quote for the proposed Contract is in doubt as to the true meaning of any provision of these Contract Specifications, he or she must submit a request for information or clarification thereof.

Questions and/or Requests for Clarification regarding this RFQ must be submitted to the JPB's Procurement Portal at <https://smctd.bonfirehub.com> by no later than date and time listed in the Notice of Inviting Quotes. The JPB will post its response to such requests by date listed in the Notice of Inviting Quotes.

Any interpretation, change, or correction of these specifications will be made by written addenda only, duly issued by the Contracts & Procurement Department's authorized personnel. All such addenda will be posted to the JPB's Procurement Portal. Any and all oral modifications of these specifications are void and ineffective.

These Contract Specifications are intended to describe and provide for a completed work. In the event that there are inconsistencies or discrepancies between terms and conditions contained in the General Conditions, Special Provisions, and Technical Specifications, the terms and conditions contained in the Special Provisions and Technical Specifications will govern over those included in the General Conditions.

4. APPROVED EQUAL REQUESTS

It is understood that specifying a brand name or specific types of components and/or equipment in these specifications will not relieve the Bidder from its responsibility to furnish the end product in accordance with the warranty and contractual requirements. The Bidder is responsible for notifying the JPB of any inappropriate brand names, or types of components and/or equipment that may be called for in these specifications, and to propose a suitable substitute for consideration. Unless otherwise specifically provided in the specifications, reference to any equipment, material, article or patented process by trade name,

make or catalog number will be regarded as establishing a standard of quality and will not be construed as limiting competition. An Bidder may, at its option, use any equipment, material, article, or process which, in the judgment of the JPB, is equal to that designated. To do so an Bidder will furnish, at its own expense, all test results, technical data and background information required by the JPB in making the determination as to whether the proposed equipment, material or article or process, in the judgment of the JPB, is equal to that designated. Such determination will be made in accordance with the Approved Equal Procedures described below in Special Provision 5.

The JPB will be the sole judge as to the comparative quality and suitability of alternative equipment, articles, material or process, and its decision will be final.

5. APPROVED EQUAL PROCEDURES

Prospective Bidders may discuss these specifications with the JPB's Project Manager, Ed Moore at EMoore@ltk.com. This, however, will not relieve Bidders from the procedure of submitting written documented requests as required by subsection b below.

Requests for Approved Equals must be submitted to the JPB's Procurement Portal at <https://smctd.bonfirehub.com> no later than date and time listed in the Notice of Inviting Quotes. No such requests will be considered by the JPB if received after this time and date. Any request for an Approved Equal must be fully supported with technical data, test results, or other pertinent information as evidence that the substitute offered is equal to or better than the specification requirement. In addition, any test requirements in the specifications that pertain to an item under consideration for Approved Equal must be submitted with the request for Approved Equal.

To be considered, all requests for approved equals must be in writing, separately identified, and delineated for each Technical Specification, Special Provision, or other item, and must be submitted on form "AE-1, Request for Approved Equals" provided in the Forms section included herewith.

Additionally, Safety Data Sheets (SDS) in searchable approved OSHA format must accompany all products submitted for review under this provision, if applicable.

FAILURE TO SUBMIT FORM AE-1 WITH EACH REQUEST FOR APPROVED EQUAL MAY RESULT IN DENIAL OF THE REQUEST.

Failure to properly submit a written Approved Equals Request form in accordance with this Section, or a "denial" response from the JPB to any Approved Equals Request, will constitute an Bidder's acknowledgement and acceptance of all terms, conditions, specifications, or provisions contained in the Contract Documents. All terms, conditions, specifications, or

provisions contained in this Solicitation, or as may be amended by a written Addendum issued by the JPB, are binding on Bidders.

The JPB's reply to requests received pursuant to the process above will be posted to the JPB's Procurement Portal by the date listed in the Notice of Inviting Quotes. The JPB reserves the right to postpone this deadline for its own convenience.

6. QUALIFICATION OF BIDDERS

The JPB may reject the Quote of any Bidder deemed not to possess the minimum qualifications to perform the required work. In order to be deemed minimally qualified, a Bidder must have:

- **A minimum of five (5) years experience engaged in modifying scissor lift work platforms similar in scope and models as described in the Technical Specifications.**
- **Manufacturer certification and Professional Engineer (PE) signed certification to meet an ANSI Standard A92.6 for scissor lift safety.**

The JPB reserves the right to inspect the Bidder's premises prior to Contract award or at any time during the Contract period.

Each Bidder will submit Form 5, Statement of Qualifications, which contains Section 7 entitled "List of References Form", which is a list of three firms for which it provides or has provided comparable goods/services.

FAILURE TO PROVIDE INFORMATION REGARDING EXPERIENCE MAY RESULT IN REJECTION OF THE QUOTE.

7. SUBMISSION OF QUOTES

Quotes must be uploaded to the JPB Procurement Portal by the date and time listed in the Solicitation Schedule in the Notice Inviting Quotes.

- A. Quotes must be submitted by electronic upload to <https://smctd.bonfirehub.com> no later than the prescribed date and time above. Quotes received after that date and time will not be considered. The online submission system will not allow for any quotes to be accepted after the stated date and time. It is the sole responsibility of the Bidder to ensure its quote is received in a timely manner.
- B. Any unauthorized conditions or qualifications entered on, or changes made to, the Quote Forms may render it non-responsive and may cause its rejection.
- C. No telegraphic, telephonic, facsimile (fax) or other electronically transmitted Quotes (e.g., email) will be considered, with the exception of electronic submission through the JPB's online system at

<https://smctd.bonfirehub.com>. Hard copies received will be returned (unopened) to Bidders without consideration.

8. QUOTE FORMS

Quotes must be submitted on the Quote Form as provided on the website. Bidders are to upload all Quote Forms to the Procurement Portal website. Quotes submitted in any other form will be considered non-responsive and may be rejected. Any Quote which is conditioned in whole or in part, which revises or omits any requirement or provision of the Contract Documents and Specifications, which is based on any substitution for an item specified in the Contract Documents and Specifications when such substitution has not received formal approval by the JPB, or which includes an escalation clause or any other requirements or provisions not contained in the Contract Documents and Specifications may be considered non-responsive, and for that reason rejected.

9. QUOTE PRICES / COMPLETION OF QUOTE FORM

Where prices are called for on the Quote Form, prices must include all costs for service/goods, labor, materials, tools, equipment, services, insurance, shipment, delivery, overhead, profit, and all other costs necessary to perform the work in accordance with these Contract Specifications.

10. PRICING

The Quote Price on the Quote Form will remain firm for the entire term of the Contract.

11. ESTIMATED QUANTITIES

Not Applicable.

12. AWARD OF CONTRACT OR REJECTION OF QUOTES

With regard to General Condition 19, the award of Contract, if any, will be made within 90 calendar days after Quotes are due to the lowest responsive and responsible monetary Bidder after application of the SBE preference, provided that all minimum qualifications are met. No Bidder may withdraw its Quote during said time period of 90 calendar days.

Each Bidder must submit a price quotation on all items requested on the Quote Form. In determining the lowest cost, the JPB will compare and evaluate the submitted quotes on the basis of the Grand Total Quote Price as quoted on the Quote Form. Notification of award of Contract will be made in writing to the successful Bidder. The JPB reserves the right to accept or reject any and all quotes, or any items or part thereof; or to waive any informality or irregularity in the quotes or in the solicitation procedures.

The JPB will not be bound by the terms and conditions stated in this RFQ until the Contractor executes and returns to the JPB an appropriately signed Agreement or

accepts deliveries against a purchase order. This RFQ will be deemed incorporated into the Agreement, and the Contractor will be bound by the terms and conditions set forth herein, when it executed and returns said Agreement. By entering into the Agreement, Contractor is deemed to have accepted the terms and conditions set forth herein; any additional or different terms proposed by the Contractor are not deemed a part of the Agreement unless expressly assented to, in writing, by the JPB.

13. OBLIGATION

This RFQ does not obligate the JPB to award a contract or to pay costs incurred in the preparation or submittal of any quote.

14. INSURANCE

The insurance requirements as specified and further described in **Exhibit E, Insurance Requirements**, and which is incorporated herewith by reference, will apply to Contractor and any subcontractors, suppliers, temporary workers, independent contractors, leased employees, or any other persons, firms or corporations that Contractor authorizes to work under this Agreement (hereinafter collectively referred to as "Agents").

Contractor is required to procure and maintain at its sole cost and expense the insurance coverages subject to all of the requirements set forth in **Exhibit E, Insurance Requirements**. Contractor is also required to assess the risks associated with the work to be performed by Agents under subcontract and to include in every subcontract the requirement that the Agent maintain adequate insurance coverages with appropriate limits and endorsements to cover risks associated with performance of the services required under this Agreement.

15. PERMITS AND INSPECTIONS

All Municipal, County, State and Federal laws, rules and regulations governing or related to any portion of this requirement are hereby incorporated into and made a part of these specifications. All permits, licenses and inspections required by Municipal, County and State authorities must be obtained, maintained in force and paid for by the Contractor. Any tests required by such authorities will be conducted in the presence of such authorities or its authorized representatives. In the event of conflicting requirements between applicable laws, codes, rules and regulations, the more stringent requirement will prevail.

16. LIMITED NOTICE TO PROCEED, NOTICE TO PROCEED AND SUBMITTALS PRIOR TO THE NOTICE TO PROCEED

Upon award of contract, the Contractor will be provided a Limited Notice to Proceed (LNTP) to commence preparation of the following documents and/or submittals to the JPB for review and approval in advance of JPB's Notice to Proceed. Contractor's initial submittal of these documents as identified below must be completed no later than 30 calendar days following the issuance of the LNTP,

unless otherwise specified in the LNTP.

- **Work schedule**
- **AutoCAD Design drawings for modifications**

17. NOTICE TO PROCEED

Only after the documents required by the LNTP have been reviewed by the JPB and revised as needed to be approved by the JPB, the JPB will provide the Contractor a Notice to Proceed (NTP) to commence work to perform the work. All installation, testing, inspection, training, delivery and other work specified in the Technical Specifications and NTP must be completed within 90 calendar days of the issuance of the NTP, unless otherwise specified in the NTP.

18. LIQUIDATED DAMAGES AND FORCE MAJEURE

TIME IS OF THE ESSENCE IN THIS CONTRACT. In accordance with General Condition 24, and pursuant to Government Code §53069.85, the Contractor will pay the JPB the amounts set forth:

- Liquidated damages in the amount of \$530 shall be assessed for the first week's delay in excess of the specified completion time. Completion time is defined in Section 17 of these Specifications.**
- Liquidated damages in the amount of \$320 per week shall be assessed for each and every week's delay after the first week (second week and onward) in excess of the specified completion time. Completion time is defined in Section 17 of these Specifications.**

The Contractor will pay such liquidated damages as provided. The JPB may deduct, at its option, the amount of liquidated damages from any money due or to become due to the Contractor under this Contract.

The Contractor will be granted an extension of time for any delay beyond the time periods specified in Special Provision 17, for delays caused by events of force majeure including acts of God or of the public enemy, fire, floods, epidemics, quarantine, restrictions, strikes, labor disputes, shortage of materials and freight embargoes, or other causes deemed solely by the JPB to be beyond the reasonable control of the Contractor, provided Contractor notifies the JPB in writing of the causes of delay within fifteen (15) calendar days from the beginning of any such delay. The Contract Administrator, will ascertain the nature of the delay and determine whether an extension of time is warranted, which determination will be final and conclusive. The Contractor has the burden of proof that the delay was beyond its control.

Neither party is responsible for any failure to perform its obligations under this Agreement if it is prevented or delayed in performing its obligations by an event of force majeure. Upon completion of the event of force majeure, the affected party must, as soon as reasonably practicable, re-commence the performance of its obligations under this Agreement.

19. WARRANTY OF WORK

In addition to the warranties required in General Condition 27 and 28, the Contractor guarantees and warrants that all work performed hereunder must 1) conform to the Technical Specifications and all other requirements of this Contract; 2) fulfill its design functions and be fit for both its ordinary and intended purposes; 3) be free of all patent and latent defects in design, materials and workmanship; and 4) perform satisfactorily.

20. WARRANTY OF SERVICES

A. Contractor expressly warrants that all services performed under this Agreement will conform to the specifications or other descriptions upon which this Agreement is based and will be fit and sufficient for the purpose intended. Contractor expressly warrants that all services performed under this Agreement will conform to the professional standards of practice of comparable firms at the time the services are rendered. In addition, Contractor will provide such specific warranties as may be set forth in other authorizations as agreed upon by the parties.

B. In the event that any services provided by the Contractor hereunder are deficient because of Contractor's or subcontractor's failure to perform said services in accordance with the warranty standards set forth above, the JPB will report such deficiencies in writing to the Contractor within a reasonable time. The JPB thereafter will have:

1. The right to have the Contractor re-perform such services at the Contractor's expense; or
2. The right to have such services done by others and the costs thereof charged to and collected from the Contractor if within 30 days after written notice to the Contractor requiring such re-performance, Contractor fails to give satisfactory evidence to the JPB that it has undertaken said re-performance; or
3. The right to terminate the Contract for default.

Contractor will be responsible for all errors and omissions and is expected to pay for all costs associated with the re-performance of the work as a result of errors and omissions. The JPB may, at its option, require Contractor to grant full refund or credit to the JPB in lieu of re-performance, with respect to any item the JPB is entitled to reject hereunder. The JPB will have the right to cancel this order or any partial order if service conforming to specifications will not be ready at the time and in the quantities set forth herein. The foregoing will be in addition to any legal remedies available to the JPB.

21. TECHNICAL RESOURCES AND ASSISTANCE

During the course of this Contract, Contractor's field technicians and support staff for services under this contract will be skilled and qualified for their respective services. Contractor's personnel will have ready-access to such information at Contractor's sole expense for the purpose of servicing/maintaining designated

systems and/or components herein. Contractor will have and maintain applicable technical literature "as needed" to resolve problems/issues that may arise in connection with the fulfilling any/all services called for under this Contract. Contractor will provide such information to the JPB, upon request, as well.

The Contractor must maintain and make available to the JPB, upon request, technical services of knowledgeable staff and necessary services at Contractor's sole cost for the purpose of assisting the JPB in resolving any problems that may arise in connection with the use of any of the items called for under this Contract.

22. DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS

The Agency, a recipient of Federal financial assistance from the Federal Transit Administration (FTA) and Federal Highway Administration (FHWA), is committed to and has adopted a Disadvantaged Business Enterprise (DBE) Program in accordance with Federal Regulations 49 CFR Part 26 issued by the U.S. Department of Transportation (DOT).

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

Pursuant to 49 CFR Part 26.13, and as a material term of any agreement with the Agency, 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 or Subcontractor 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 CFR Part 26 in the award and administration of U.S. DOT-assisted contracts. Failure by the Contractor or Subcontractor 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 Agency deems appropriate."

Although no specific DBE goal has been established for this contract, Contractor shall cooperate with the Agency in meeting its commitments and objectives with regards to ensuring non-discrimination in the award and administration of Agency contracts and shall use its best efforts to ensure that barriers to participation of DBEs do not exist.

END OF SPECIAL PROVISIONS

EXHIBIT D **TECHNICAL SPECIFICATIONS**

PART 1 - STANDARDS

1.01 Summary

This Technical Specifications is for the purchase, modification, installation, testing, and delivery of two (2) scissor lift work platforms for use in maintaining the Peninsula Corridor Joint Powers Board's (JPB's) new Electric Multiple Unit (EMUs) trains at CEMOF.

A. This Technical Specifications includes but is not limited to:

1. Part 1 – Standards: Reference and Standards, Quality Control, Drawings/Submittals, and Design Safety
2. Part 2 – Technical Specifications, Materials and Requirements
3. Part 3 – Execution of Work Pursuant to NTP: Installation, Testing, Training and Examination and Inspection

1.02 Related Sections

1. Not Applicable.

1.03 References and Standards

A. Applicable provisions of the following standards applies to the work of this Section, except as modified herein, and are hereby made a part of these Specifications:

1. American National Standards Institute (ANSI):

ANSI A92.6 Self Propelled Elevating Work Platforms

ANSI Z535.1-1998 Safety Color Code

2. Occupational Safety and Health Act (OSHA):

Title 29 CFR Ch XVII Parts 1900 to 1910.999: All applicable provisions

Part 1910.144 Safety Color Code for Marking of Physical Hazards

3. Underwriters Laboratory (UL) Listing for Electrical Components, and Assemblies.

1.04 Quality Control

A. **Manufacturer:** See Section 2.06 for Accepted Manufacturers Of The Basic Scissor Lift Work Platforms, Before Modification.

- B. JPB shall have access at all times to records concerned with the fabrication and welding to be performed under this Section. All reasonable facilities shall be afforded to provide satisfaction that the work is being performed in accordance with the requirements of applicable specifications.

1.05 Submittals

- A. Submit Shop Drawings, and Product Data to the JPB for approval:
 - 1. Shop Drawings: Include assembly drawings, detail drawings, electrical grounding drawings, clearances, and loading reactions. Shop drawings shall be of sufficient detail to allow JPB to trouble-shoot, maintain, and repair all portions of the work.
- B. Submit Maintenance and Operations Manuals. Include:
 - 1. Parts list of all replaceable parts.

1.06 Design Safety

- A. Equipment specified herein shall conform to all regulations for safety as set forth by the State of California, and the Building Code currently in effect in the City of San Jose. In addition, design, manufacture, and erection shall comply fully with Public Law 91 596 "Occupational Safety and Health Act" (OSHA); such rules and regulations as promulgated by the Secretary of Labor under this act; and specifically: comply with the requirements of OSHA Title 29 CFR Ch XVII, parts 1900 to 1910, and assure compliance with any amendments by the State of California Authority (Cal-OSHA) administering the Federal Regulations.
- B. JPB reserves the right to refuse any products that are not accepted under the applicable laws and regulations of the State of California.

PART 2 - TECHNICAL SPECIFICATIONS, MATERIALS, AND REQUIREMENTS

2.01 General Description

The following describes the desired design features of the Scissor Lift Work Platforms to be procured:

- A. Platform Height When Elevated: Min. 19 ft to Max. 21 ft
- B. Platform Capacity: Min. 550 lb.
- C. Maximum No. Of Persons 2
- D. Lift/Lower Time: Range 25 to 30 Seconds
- E. Maximum Drive Height: Fully Elevated
- F. Drive Speed–Elevated: 0.5 mph

- G. Drive Speed–Lowered: Nominal 2 mph, but not exceed 3 mph
- H. Minimum Gradeability at Lowered Height 25%
- I. Turning Radius (Inside): Zero
- J. Turning Radius (Outside): 66 in.

2.02 Power Source

- A. Batteries: (4) x 6V 220 amp-hr
- B. Charger: Minimum 20 amps Charger, incorporating smart technology to optimize charging and battery life.

2.03 Propulsion

- A. Hydraulic two wheel / front wheel Drive
- B. Hydraulic Reservoir
 - 1. Capacity 4.5 gal.
 - 2. Pump Fixed Displacement Gear
 - 3. Proportional Control.
- C. Tires
 - 1. Solid, Non-marking.
 - 2. Nominal Size: 12 x 4 in.
- D. Brakes: Multi-disc / Friction

2.04 Platform

The platform design shall incorporate the following:

- A. Nominal Platform size shall be:
 - 1. Interior Width Minimum 25 in.
 - 2. Interior Length Minimum 62 in
- B. As viewed from the end of platform entrance at rear of vehicle:
 - 1. Controls are mounted on opposite end (front of vehicle)

2. Side rail on the left to incorporate a single inward opening, spring to close, gate, to step out of Scissor Lift Work Platform. Gate shall have latch mechanism to prevent inadvertent opening.
 3. Left rear corner shall have 2.5 lb., A/B/C type fire extinguisher mount in a quick releasing mechanism.
 4. Platform shall have lanyard attachment points conveniently located on the left side to allow workers to step out of the lift, with up to 6 feet of safety lanyard.
- C. No slide out platform extension is required.

2.05 Other Features Required

- A. Battery Condition Indicator
- B. 110V-AC Receptacle in Platform
- C. All Motion Alarm and amber flashing beacon.
- D. Horn
- E. Hourmeter
- F. Tilt Alarm and Light
- G. Lifting and Tie Down Points
- H. Fork Lift Pockets.
- I. Air Hose Reel at bottom of lift (for connection to shop air), and air hose that rises with platform to provide an air connection in the full extended lift position. Alternatively the air hose can be proposed fixed to the scissor mechanism, if demonstrated to be reliable.
- J. Install two Kirk Key locks on each lift that shall prohibit raising or lowering of the Scissor Lift Work Platform, unless both keys are inserted and locked on the Scissor Lift Work Platform. The keys cannot be removed unless the lift is stowed in the down position. If either key is removed, the Scissor Lift Work Platform shall lose the capability to raise the platform, but can still be moved if needed without the keys. There will be two Scissor Lift Work Platforms operating on Tracks 3 & 4; therefore a dual kirk key interlock will be required, as described in the General Interlocking of the Scissor Lift Work Platform.

The lock and key sets shall be from Kirk Key Interlock Company from the HD Series in Stainless Steel. The key and locksets shall be keyed by Kirk Key Number, in order to assure compatibility between disconnect switches and the Scissor Lift Work Platforms. The "N" key and "S" key will be keyed differently, so that they cannot operate the other locks. Thus two "N" keys cannot permit a platform to be raised. The Scissor Lift Work Platforms must have one "N" key and

one "S" key to operate. Keys will be imprinted with "N" or with "S" to indicate which switchgear they go with.

- 650 (N) stamp key letter- Two each, HD [for the north tracks 3 & 4]
- 959 (S) stamp key letter- Two each, HD [for the south tracks 3 & 4]

Both disconnect switches and Scissor Lift Work Platforms shall come with one key for every lock, thus providing a primary and backup set of keys for JPB. Operating procedures shall be established to deal with control of the backup set of keys.

The keys must be covered with a clear plastic cover that prevents removal of the keys, and can accommodate a padlock or Blue Flag clip to prevent the cover from being opened and keys removed.

2.06 Accepted Manufacturers Of The Basic Scissor Lift Work Platforms, Before Modification.

The following products and companies have been pre-qualified and accepted:

- A. **Genie Lift - Model GS-1930**
- B. **SkyJack Lift - Model SJIII 3219**
- C. **JLG Industries - Model 1932R**
- D. **Other Manufacturers: Alternates may be considered; however, any substitutions require written approval by JPB.**

PART 3 - EXECUTION OF WORK PURSUANT TO NTP

3.01 Installation and Testing

- A. The CONTRACTOR shall install any loose shipped parts, perform initial battery charging, and perform all static and dynamic testing to assure the Scissor Lift Work Platforms function as intended.
- B. **A dynamic (performance) load test at 100% rated loading must be performed at the CONTRACTOR's facility in the presence of a designated JPB Resident Engineer. Testing shall include lift and lower speed check, and drive at load testing in both the raised and lowered condition.**
- C. **Any final adjustments shall be made after full static and dynamic testing by the CONTRACTOR.** The CONTRACTOR shall package all shipping documents, manuals, and warranty information for turn-over to the JPB. Examination and inspection for acceptance of these documents will be made by a JPB Resident Engineer at the CONTRACTOR's facility or other agreed upon location.

- D. CONTRACTOR must comply with all applicable social distancing requirements due to COVID-19, including when a designated JPB Resident Engineer is present for testing and training.

3.02 Required Training

Required training at the CONTRACTOR's facility or other agreed upon location must be provided by the CONTRACTOR at no additional cost to the JPB. The CONTRACTOR shall provide both operational and safety training to a JPB Trainer, which shall consist of a thorough training on preventive and repair maintenance procedures. This training should be no less than two days or 16 hours and must include both classroom training and in shop (hands-on) training. The hands-on training may be coordinated to take place with the Dynamic Load Test at the CONTRACTOR's facility.

3.03 Option for Additional Training

At the JPB's discretion, the JPB may elect the option for additional training to be conducted at the JPB's CEMOF facility at the price as provided on the Quote Form. The CONTRACTOR shall provide both operational and safety training to JPB staff, no less than two-day classes or 16 hours and must include both classroom and in shop (hands-on training).

3.04 Delivery

Upon notice from the CONTRACTOR that the Work has been completed, the JPB will schedule an agreed upon delivery date.

Deliveries are to be made at the location specified below between the hours of 8:00 a.m. and 3:00 p.m., Monday through Friday, excluding Saturdays, Sundays, and Holidays.

CONTRACTOR will observe only those holidays observed by the JPB, which may be amended at the JPB's discretion, and which are as follows:

1. New Year's Day (January 1)
2. Martin Luther King, Jr. Day (3rd Monday in January), North and South Base Maintenance and Operations Building excluded (Services to be Maintained).
3. Memorial Day (last Monday in May)
4. Independence Day (July 4)
5. Labor Day (1st Monday in September)
6. Thanksgiving Day (4th Thursday in November)
7. Christmas Day (December 25th)

All materials will be FOB Destination, prepaid and allowed, at no additional cost to the JPB unless specified otherwise in the Technical Specifications. Destination is defined for the purposes of this Agreement as CEMOF located at 585 Lenzen

Avenue (Stockton Avenue), San Jose, CA 95110, unless otherwise changed in writing.

3.05 Delivery and Acceptance

Upon delivery of the materials and lifts, the JPB will review such materials for accuracy and compliance with the requirements of the technical specifications and will either accept or reject such materials. The JPB will reject any completed or uncompleted product(s) which does not meet the JPB's standards or which does not comply with the requirements of the contract specifications by written notice at any time in which an issue is discovered. Any rejected item must be corrected and replaced immediately by the Contractor at no additional cost(s) to the JPB within 21 calendar days or a mutually agreeable date between both parties. If the Contractor cannot provide the corrected materials, the JPB may produce the materials through a vendor of its choosing and charge the Contractor the difference if the cost is higher than the quote price. Acceptance of materials by the JPB does not waive any warranty required to be provided by the Contractor either under the terms of this Contract or by any provision of law.

END OF TECHNICAL SPECIFICATIONS

EXHIBIT E **INSURANCE REQUIREMENTS**

The insurance requirements specified in this Section shall cover CONTRACTOR's own liability and any liability arising out of work or services performed under this Agreement by any subcontractors, subconsultants, suppliers, temporary workers, independent contractors, leased employees, or any other persons, firms or corporations (hereinafter collectively referred to as "Agents") that CONTRACTOR authorizes to work under this Agreement. CONTRACTOR is required to procure and maintain at its sole cost and expense the insurance coverages subject to all of the requirements set forth below. Such insurance shall remain in full force and effect throughout the term of this Agreement. CONTRACTOR is also required to assess the risks associated with work to be performed by Agents under subcontract and to include in every subcontract the requirement that the Agent maintain adequate insurance coverages with appropriate limits and endorsements to cover such risks; the limit for the Commercial General Liability insurance in each subcontract shall not be less than \$2 million. To the extent that any Agent does not procure and maintain such insurance coverage, CONTRACTOR shall assume any and all costs and expenses that may be incurred in fulfilling CONTRACTOR's indemnity obligation as to itself or any of its Agents in the absence of coverage. In the event CONTRACTOR or its Agents procure excess or umbrella coverage to maintain certain requirements outlined below, these policies shall also satisfy all specified endorsements and stipulations, including provisions that the CONTRACTOR's insurance be primary without any right of contribution from the JPB. Prior to beginning work under this Agreement, CONTRACTOR shall provide the JPB's authorized insurance consultant, Insurance Tracking Services, Inc. (ITS), with satisfactory evidence of compliance with the insurance requirements of this Section, by submitting such evidence of compliance to the address indicated in C.1. below.

A. MINIMUM TYPES AND SCOPE OF INSURANCE

1. Workers' Compensation and Employer's Liability Insurance.

- a. Workers' Compensation with Statutory Limits, as required by Section 3700 et seq. of the California Labor Code, or any subsequent amendments or successor acts thereto, governing the liability of employers to their employees.
- b. Employer's Liability coverage with minimum limits of **\$1 million**.
- c. Such insurance shall include the following endorsement as further detailed in the Endorsements Section below:
 - Waiver of Subrogation.

2. Commercial General Liability Insurance.

Commercial General Liability insurance for bodily injury and property damage coverage of at least **\$1 million** per occurrence or claim and a general aggregate limit of at least **\$2 million**. Such insurance shall cover all of CONTRACTOR's operations both at and away from the project site. Such

insurance shall not have any exclusion for Cross Liability or Cross-Suits. In addition, for any construction and public works projects, the insurance shall not have any exclusion for Explosion, Collapse and Underground perils (xcu) and for construction or demolition work within 50 feet of railroad tracks, the contractual liability exclusion for liability assumed shall be deleted.

- a. This insurance shall include coverage for, but not be limited to:
 - Premises and operations.
 - Products and completed operations.
 - Personal injury.
 - Advertising injury.

- b. Such insurance shall include the following endorsements as further detailed in the Endorsements Section below:
 - Additional Insured.
 - Separation of Insureds Clause.
 - Primary and Non-Contributory wording.
 - Waiver of Subrogation.

Products and completed operations insurance shall be maintained for three (3) years following termination of this Agreement.

3. Business Automobile Liability Insurance.

Business Automobile Liability insurance providing bodily injury and property damage coverage with a combined single limit of at least **\$1 million** per accident or loss.

- a. This insurance shall include coverage for, but not be limited to:
 - All owned vehicles.
 - Non-owned vehicles.
 - Hired or rental vehicles.

- b. Such insurance shall include the following endorsements as further detailed in the Endorsements Section below:
 - Additional Insured.
 - Primary and Non-Contributory wording.
 - Waiver of Subrogation.

4. Property Insurance.

Property insurance with Special Form coverage including theft but excluding earthquake, with limits at least equal to the replacement cost of the property described below.

- a. This insurance shall include coverage for, but not be limited to:
 - CONTRACTOR's own business personal property and equipment to be used in performance of this Agreement.
 - Materials or property to be purchased and/or installed on behalf

- of the JPB, if any.
- Coverage for Property in transit on behalf of the JPB.

b. Such insurance shall include the following endorsement as further detailed in the Endorsements Section below:

- Waiver of Subrogation.

5. Contractors' Pollution Liability Insurance and/or Environmental Liability insurance.

Contractors' Pollution Liability insurance for bodily injury and property damage coverage with a combined single limit for bodily injury and property damage of at least **\$1 million** per occurrence or claim and a general aggregate limit of at least **\$2 million**. The policy shall also cover economic loss to the JPB. If CONTRACTOR disposes of Hazardous Materials under this Agreement, CONTRACTOR shall designate the disposal site and provide a certificate of insurance from the disposal facility to the JPB.

The CONTRACTOR's Business Automobile Liability Coverage shall also be extended to cover pollution liability during loading; unloading and while in transit including, but not limited to, the perils of collision and upset. Coverage may be provided by endorsement to the General Liability and Automobile policies or by a separate policy.

a. This insurance shall include coverage for, but not be limited to:

- Sudden and accidental discharges.
- Gradual discharges.
- Clean-up of pollutants and disposal thereof.
- Mold, asbestos or lead, if an abatement contract.

b. Such insurance shall include the following endorsements as further detailed in the Endorsements Section below:

- Additional Insured.
- Separation of Insureds Clause.
- Primary and Non-Contributory wording.
- Waiver of Subrogation.

B. ENDORSEMENTS

1. Additional Insured.

The referenced policies and any Excess or Umbrella policies shall include as Additional Insureds the Peninsula Corridor Joint Powers Board, the San Mateo County Transit District, the Santa Clara Valley Transportation Authority, the City and County of San Francisco, TransitAmerica Services, Inc. or any successor Operator of the Service, and the Union Pacific Railroad Company and

their respective directors, officers, employees, volunteers 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.

2. Waiver of Subrogation.

The referenced policies and any Excess or Umbrella policies shall contain a waiver of subrogation in favor of the Peninsula Corridor Joint Powers Board, the San Mateo County Transit District, the Santa Clara Valley Transportation Authority, the City and County of San Francisco, TransitAmerica Services, Inc. or any successor Operator of the Service, and the Union Pacific Railroad Company and their respective directors, officers, employees, volunteers 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.

3. Primary Insurance.

The referenced policies and any Excess and Umbrella policies shall indicate that they are primary to any other insurance and the insurance company(ies) providing such policy(ies) shall be liable thereunder for the full amount of any loss or claim, up to and including the total limit of liability, without right of contribution from any of the insurance effected or which may be effected by the JPB.

4. Separation of Insureds.

The referenced policies and any Excess or Umbrella policies shall contain a Separation of Insureds Clause and stipulate that inclusion of the Peninsula Corridor Joint Powers Board, the San Mateo County Transit District, the Santa Clara Valley Transportation Authority, the City and County of San Francisco, TransitAmerica Services, Inc. or any successor Operator of the Service, and the Union Pacific Railroad Company as Additional Insureds shall not in any way affect the JPB's rights either as respects any claim, demand, suit or judgment made, brought or recovered against the CONTRACTOR. The purpose of this coverage is to protect CONTRACTOR and the JPB 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.

C. EVIDENCE OF INSURANCE

1. All Coverages.

Prior to commencing work or entering onto the Property, CONTRACTOR shall provide to the JPB a certificate of insurance with respect to each required policy to be provided by the CONTRACTOR under the Agreement. The required certificates must be signed by the authorized representative of the Insurance Company shown on the certificate. **The JPB Contract Number and Project Name shall be clearly stated on the face of each Certificate of Insurance.**

Submit Certificates of Insurance to:
Email Address: smt.certificates@instracking.com

D. GENERAL PROVISIONS

1. **Notice of Cancellation.**

Each insurance policy supplied by the CONTRACTOR shall provide at least 30 days' written notice to CONTRACTOR of cancellation or non-renewal. CONTRACTOR must then provide at least 30 days' prior written notice to the JPB if any of the above policies are non-renewed or canceled.

Submit written notice to:
Email Address: smt.certificates@instracking.com

2. **Acceptable Insurers.**

All policies will be issued by insurers acceptable to the JPB (generally with a Best's Rating of A- 10 or better).

3. **Self-insurance.**

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

4. **Failure to Maintain Insurance.**

All insurance specified above shall remain in force until all work to be performed is satisfactorily completed, all of CONTRACTOR's personnel and equipment have been removed from the JPB property, and the work has been formally accepted. The failure to procure or maintain required insurance and/or an adequately funded self-insurance program will constitute a material breach of this Agreement.

5. **Claims Made Coverage.**

If any insurance specified above shall be provided on a claims-made basis, then in addition to coverage requirements above, such policy shall provide that:

- a. Policy retroactive date coincides with or precedes the CONTRACTOR's start of work (including subsequent policies purchased as renewals or replacements).
- b. CONTRACTOR shall make every effort to maintain similar insurance for at least three (3) years following project completion, including the requirement of adding all additional insureds.
- c. If insurance is terminated for any reason, CONTRACTOR agrees to purchase an extended reporting provision of at least three (3) years to report claims arising from work performed in

- connection with this Agreement.
- d. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

6. Deductibles and Retentions.

CONTRACTOR shall be responsible for payment of any deductible or retention on CONTRACTOR's policies without right of contribution from the JPB. 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 JPB seeks coverage under such policy as an additional insured, 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 CONTRACTOR, subcontractor, or any of their officers, directors, employees, agents, or suppliers, even if CONTRACTOR or subcontractor is not a named defendant in the lawsuit.

END OF INSURANCE REQUIREMENTS

EXHIBIT F **FEDERAL REQUIREMENTS**

PENINSULA CORRIDOR JOINT POWERS BOARD GOODS, SUPPLIES, AND MATERIALS CONTRACTS

- A. 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 shall 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 shall, 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.
- B. 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.*
- C. 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.
- D. 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 JPB (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.

- E. ACCESS TO RECORDS AND REPORTS.** Contractor shall provide all authorized representatives of the JPB, 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 directly pertinent to this Contract for the purposes of making audits, copies, examinations, excerpts and transcriptions. Contractor also agrees to maintain all books, records, accounts and reports required under 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 JPB, 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.
- F. FEDERAL CHANGES.** Contractor shall 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 (26) dated October 1, 2019) between the JPB 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 shall constitute a material breach of this Contract.
- G. NO GOVERNMENT OBLIGATION TO THIRD PARTIES.**
1. The JPB 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 shall not be subject to any obligations or liabilities to the JPB, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
 2. 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.
- H. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS.**
1. 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 work 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.

2. 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. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5323(l) on the Contractor, to the extent the Federal Government deems appropriate.
3. 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 shall not be modified, except to identify the subcontractor/subconsultant who will be subject to the provisions.

I. CIVIL RIGHTS REQUIREMENTS.

The following requirements apply to the underlying contract:

1. 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.
2. Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:
 - (a) 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 Parts 60 et seq., (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 construction activities undertaken in the course of the Project. 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.

- (b) 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.
- (c) 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.

- 3. 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.

J. DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS.

This RFQ is subject to JPB's DBE Program and Title 49 CFR Part 26. For copies of the DBE Program, contact the Office of Civil Rights (OCR) at sdbe@samtrans.com or (650) 508-7939.

- K. 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 JPB. 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 agreement.

L. INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS.

The preceding provisions include, in part, certain Standard Terms and Conditions required by U.S. DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by the U.S. DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008 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 JPB requests which would cause the JPB to be in violation of the FTA terms and conditions.

M. GOVERNMENT-WIDE DEBARMENT AND SUSPENSION. This contract is a covered transaction for purposes of 49 CFR Part 292 CFR Parts 180. As such, the Contractor is required to verify that none of the Contractor, its principals, as defined at 249 CFR 29.995180.995, or affiliates, as defined at 249 CFR 29.905180.905, are excluded or disqualified as defined at 249 CFR 180.94029.940 and 29.945180.935.

The Contractor is required to comply with 249 CFR Part 18029, Subpart C and must include the requirement to comply with 249 CFR Part 18029, Subpart C in any lower tier covered transaction it enters into.

By signing and submitting its quote or bid or proposal, Bidder certifies as follows:

The certification in this clause is a material representation of fact relied upon by the JPB. If it is later determined that the bidder knowingly rendered an erroneous certification, in addition to remedies available to the JPB, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder agrees to comply with the requirements of 49 2 CFR Part 18029, Subpart C 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.

N. 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 agency, 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 JPB. Contractor shall ensure that all of its subcontractors/subconsultants under this Contract shall certify the same. The JPB 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.

END OF FEDERAL REQUIREMENTS

EXHIBIT G
CONTRACTOR'S QUOTE

FORM 1 - CONTRACTOR STATEMENT

Pursuant to the Request for Quotes, the undersigned CONTRACTOR submits this quote on these Quote Forms and binds itself on award by the Peninsula Corridor Joint Powers Board (JPB) to execute an Agreement in accordance with its quote and the Agreement Documents.

This offer is irrevocable for a period of ninety (90) days after the date the quote is received by the JPB.

The undersigned declares that the only persons or parties interested in this quote as principals are those named herein; that this quote is made without collusion with any other person, firm or corporation and in submitting this quote, that it has carefully examined the location of the proposed Work, the attached proposed form of Agreement, and the plans, specifications and the other Agreement Documents; and agrees if this quote is accepted, that it will contract with the JPB, on the form of Agreement included with these specifications, to provide all necessary labor, materials, equipment, machinery, apparatus and other means of construction, and to do all the Work specified in the Agreement Documents, in the manner and time therein prescribed, and that it will accept as full payment the Grand Total Amount set forth in its Quote form.

The Grand Total Amount included in the Quote form includes all costs for labor, materials, tools, equipment, services, subcontractors, suppliers, taxes, insurance, shipment, delivery, overhead, profit, warranty, bonding (if any), and all other costs necessary to perform the Work in accordance with the Agreement Documents.

The undersigned also acknowledges receipt, understanding, and full consideration of the following addenda to the Agreement Documents:

Addenda No. (If none, state N/A): _____

Name of Firm: Bailey Specialty Cranes & Aerials LLC

Point of Contact: Bill Cavros

Business Address: 581 W 18561 Gemini Dr, Muskego W.

Phone: (262) 710-4828 E-mail: Bill@BaileyCranes.com

DUNS No.: (If none, state N/A): _____

The undersigned certifies that they sign this quote with full and proper authorization from the firm listed above:

Signature: 

Title: Eng. Myr

Print Name: Bill Cavros

Date: 11/06/2020

FORM 2 - QUOTE FORM

DESCRIPTION	BRAND/MODEL & UNIT COST	QUANTITY	EXTENDED PRICE
1. Scissor Lift Work Platforms Price includes purchase of standard scissor lift work platforms, all equipment and material required for Modifications, including all taxes, and shipping and handling	Brand/Model <u>SKYJACK</u> \$ <u>17,896.⁶⁷</u>	2 Each	\$ <u>35,793.³³</u>
2. Labor Cost Includes labor costs for Modifications to Scissor Lift Work Platforms and required training for the JPB			\$ <u>92,806.⁶⁷</u>
3. Final Product Shipping and Handling/Delivery to CEMOF (San Jose, CA)			\$ <u>2,800</u>
GRAND TOTAL QUOTE PRICE*			\$ <u>131,400</u>

Quote Option A

DESCRIPTION	UNIT COST	QUANTITY	EXTENDED PRICE
1. Additional training for JPB staff at CEMOF (San Jose, CA) Price includes all labor and travel costs and materials associated with providing additional training.			\$ <u>4,600</u>

* This offer is irrevocable for a period of ninety (90) days after the date the quote is received by the JPB. The Grand Total Quote Price for all the required Work under the above Agreement, includes the furnishing of all labor, materials, tools, equipment,

FORM 3, EXHIBIT E-1 - DESIGNATION OF SUBCONTRACTORS AND SUB-BIDDERS

Bidder's Name: BAILLY SPECIALTY CRANES + AERIALS Is your firm a Disadvantaged Business Enterprise: Yes _____ No X
 Address: 581 W 185th GEMINI DR Firm's Annual Gross Receipts: \$5,000,000.00 Age of Firm: 94R
MUSKEGO, WI 53228 Phone: (262)-710-4028 Fax: ()

Instructions: (1) Bidder is required to furnish the following information on ALL subcontractors that will perform work, provide labor or render services in connection with this contract pursuant to the JPB sub-bid reporting requirements.
 (2) In addition, Bidder MUST provide information below for ALL subcontractors/subconsultants/suppliers ("sub-bidders") that provided Bidder a bid, quote, or proposal for work, services or supplies associated with this contract. This information shall be provided for all sub-bidders regardless of tier for both DBEs and non-DBEs alike. Include all bid acceptance(s) AND rejection(s). Signature is required on page 2 of this form. If none are used, please insert "not applicable" below.

Subcontractor/Subconsultant/Supplier Firm Name/Address/Phone/Fax/Contact Person	SBE or DBE (Yes/No)	Portion of Work/Bid Item No. or Type of Materials/Supplies	Dollar Amount of Work/Supplies	Bid/Quote Accepted (Yes/No)
1 <u>NONE</u>				
2				
3				

4					
5					

Note: Do not indicate more than one "Yes" in the column "Bid/Quote Accepted" for alternative subcontractors for the same work. Use additional sheets if necessary.

The undersigned will enter into a formal agreement with the subcontractor(s), subconsultant(s) and/or supplier(s) whose bid/quote was accepted conditioned upon execution of a contract with the JPB. The undersigned certifies that any DBE listed whose quote was accepted will be performing a commercially useful function on the contract. I certify under penalty of perjury that the information included on this form is accurate and true.



 Signature of Owner or Authorized Representative

JACK GARCYNISIA

 Print Name

11/10/20

 Date

FORM 3, EXHIBIT E-4 -

SBE or DBE CONFIRMATION OF PARTICIPATION IN CONTRACT

This form is to be completed by each SBE or DBE owner whose bid was accepted.
Please make additional copies of form as necessary.

As a condition to the award of BAILEY SPECIALITY CRANES + AERIALS
Contract # and Name

I, _____, do hereby confirm that
Name of DBE Owner

_____ will be performing / providing
Name of DBE Firm

the following services:

_____.

The above services will be provided to _____
Name of Prime Contractor

for the agreed upon dollar amount of _____.

I declare under penalty of perjury that the foregoing statement is accurate and true.

Signature

Date

FORM 5 - STATEMENT OF QUALIFICATIONS

Name of Contractor: BAILLEY SPECIALTY CRANES + AERIALS

Address of Principal Office: 581 W 18501 GEMINI DR

1. Are you an individual , a partnership , a corporation , an LLC or a joint venture ? (Check as applicable)

If a partnership, list names of partners; if a joint venture, list names of venturers:

2. If your firm is an SBE, provide your certifying agency and registration #:

3. How many years has your organization been in business as a CONTRACTOR under your present business name: 9 years

4. **How many years** of experience does your organization have in modifying of Scissor Lift Work Platforms of similar scope and models as described in the technical specifications: 9 years

5. Show the last 3 projects your organization has completed in the following tabulation. If your organization has been in existence for less than three years, show the major projects your key personnel has completed during the last three years in the following tabulation.

	Year	For Whom	Location	Type of Work	Value
1)	2020	DYESS AIR FORCE BASE	DYESS AFB TEXAS	EXPLOSION Proof Boom	239,875.00
2)	2020	HICKAM AIR FORCE BASE	HICKAM HAWAII	EXPLOSION Proof Scissor	217,274.00
3)	2019	SPIRIT AERO SYSTEMS	WITCHITA KS	OMNI BRANDON WINCH	180,165.00

6. Have you or your organization, or any officer or partner thereof: a) not completed a contract for any reason, including instances when your organization did not complete

a contract due to termination or dispute between the parties or b) been involved in any dispute resolution processes, including claims or litigation pending against your organization or initiated by your organization? NO

If yes, give details.

7. References: Provide contact information for public agencies whom you have completed work in the past 3 years. Do not use the Peninsula Corridor Joint Powers Board as a reference.

Name	Address	Type of Business	Phone
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- 1)

- 2)

- 3)

DISADVANTAGED BUSINESS ENTERPRISE (DBE) AND SMALL BUSINESS ENTERPRISE (SBE) REQUIREMENTS

It is the policy of the Peninsula Corridor Joint Powers Board (JPB) to ensure non-discrimination in the award and administration of all contracts and to create a level playing field on which small Disadvantaged Business Enterprises (DBEs) can compete fairly for contracts and subcontracts relating to the JPB's construction, procurement, and professional services activities. To this end, the JPB 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 of the SBE preference. In connection with the performance of this contract, the Bidder will cooperate with the JPB in meeting these commitments and objectives.

The JPB has, as part of its DBE Program, a Small Business Enterprise (SBE) preference to encourage the participation of DBEs and SBEs on JPB contracts.

1. SBE PREFERENCE

Award of the contract may be based, in part, on the Bidder's proposed utilization of SBEs. **The JPB has established a SBE utilization goal of 7% for this contract.**

Bidders desiring to claim the SBE preference must either be a qualified small business enterprise and perform at least thirty percent (30%) of the value of the contract with its own labor force or subcontract at least 7% to qualified SBE sub-Bidders. The SBE bid preference is calculated at 5 percent of the base bid of the lowest responsive and responsible bid and the maximum preference is capped at \$50,000. The bid preference will be deducted from an eligible bid for the sole purpose of evaluating lowest responsive bid and does not change the amount of the final contract award.

A. Small Business Enterprise (SBE) Preference Form

Bidders **must** complete and submit this form which identifies whether the Bidder is an SBE, is applying to be recognized as an SBE, is not an SBE, or is committing to utilize SBEs as sub-Bidders. **If a Bidder fails to submit this form or incorrectly completes the form, no SBE preference points will be added to the evaluation of the bid.**

To participate as an eligible small business in the JPB's SBE program your firm must meet both of the following requirements:

- (a) Your firm (including affiliates) must be an existing small business as defined by Small Business Administration (SBA) regulations, 13 CFR Part 121, for the appropriate type(s) of work that your firm performs.
- (b) Even if your firm meets the above requirement, your firm's (including affiliates') average annual gross receipts over the previous three years cannot exceed a maximum cap of \$23.98 million SBA size standards vary by industry and certain industries, such as general construction contracting, exceed the cap of \$23.98 million. A general construction contractor meeting the SBA size standard but

exceeding the cap of \$23.98 million, for example, is ineligible to participate as a small business on Agency contracts. Please verify your firm's industry size standard by visiting SBA at:

<http://www.sba.gov/content/determining-size-standards>

The JPB recognizes small business enterprise certifications performed by the following agencies.

1. Disadvantaged Business Enterprise (DBE) pursuant to U.S. Department of Transportation regulations, 49 CFR Part 26. This includes DBE certifications performed by the California Unified Certification Program, or any other state Unified Certification Program.
2. SBA 8(a) by the Small Business Administration provided that a firm's average annual gross receipts do not exceed the cap of \$23.98 million.
3. Small Business (SB) certification performed by the California Department of General Services (DGS) for the following industries only: (a) Construction (NAICS 230000); (b) Manufacturing (NAICS 310000-330000); (c) Wholesaling (NAICS 420000); and (d) Trucking (NAICS 484000). SB-PW certifications from DGS will not be recognized.
4. All Microbusiness (MB) certifications by the California Department of General Services for ALL industries.
5. Small Business Enterprise (SBE) certification by the Santa Clara Valley Transportation Authority.

A firm not certified by any of the agencies listed above may apply to the JPB for small business recognition. A completed small business verification form and required support documents must be submitted to the JPB's SDBE Administrator no later than five (5) business days prior to the bid opening date in order to be considered for SBE preference. Please contact the JPB's SDBE Administrator for additional information or assistance: sdbe@samtrans.com or (650) 508-7939.

2. ASSURANCE

As a material term of any contract with the JPB, the Bidder hereby makes the following assurance and agrees to include this assurance in any contracts it makes with subcontractors in the performance of this Agreement:

The Bidder or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Bidder shall carry out applicable requirements in the award and administration of Contracts. Failure by the Bidder or sub-Bidder to carry out these requirements is a material breach of this Agreement, which may result in the termination of this contract or such other remedy, as the JPB deems appropriate, which may include, but is not limited to: (1) withholding monthly progress payments; (2) assessing sanctions;

(3) liquidated damages; and/or (4) disqualifying the Bidder from future bidding as non-responsible.

By entering into the contract, the Bidder is deemed to have made the foregoing assurance and to be bound by its terms.

3. CONTRACT COMPLIANCE

Substitution of Subcontractors

The Contractor shall not terminate a DBE or SBE subcontractor at any tier without prior written consent from the JPB. The successful contractor will be required to comply with General Provision 5.8.1, Approval of Substitutions of Subcontractor.

The Contractor shall utilize the specific DBEs or SBEs listed to perform the work and supply the materials for which each is listed unless the Contractor obtains prior written consent. Unless prior consent is given, the Contractor shall not be entitled to any payment for work or materials unless it is performed or supplied by the listed DBE or SBE.

Change to a Firm's DBE or SBE Status

If a DBE or SBE direct contractor/subcontractor/provider under this contract is either decertified or certified as a DBE or SBE during the life of the Contract, such firm shall notify the Contractor in writing with the date of decertification or certification. The Contractor shall notify the JPB of such an event and shall furnish written documentation to the JPB.

Prompt Payment to Subcontractors

The Contractor shall pay all subcontractors for work that has been satisfactorily performed no later than seven (7) days from the date of Contractor's receipt of progress payments by the JPB. Within thirty (30) days of satisfactory completion of all work required of the subcontractor, the Contractor shall release any retainage payments withheld to the subcontractor. In the event Contractor does not make progress payments or release retentions to the subcontractor in accordance with the time period specific herein, the Contractor will be subject to a charge of 2% per month on the untimely or improperly withheld payment.

Progress Payment/DBE/SBE Utilization Monthly Electronic Reporting Requirements

The Contractor shall maintain records of all subcontractor participation in the performance of the contract, including subcontracts entered into with both certified DBEs, SBEs and non-SBEs and all materials purchased from both certified DBEs, SBEs and non-SBEs.

The Contractor is required to report payments to all subcontractors, sub-consultants, suppliers, manufacturers, and truckers (Subcontractors) in the Diversity Management and Compliance System (System) on a monthly basis. The System, a web-based electronic reporting system, is designed to record the JPB payments made to the Contractor and prompt payments made by the Contractor to its Subcontractors. The Contractor and every Subcontractor will

receive payment notifications via email. The Contractor must report a payment made to Subcontractor(s) within five days of an email notification. The Subcontractor must confirm receipt of payment from the Contractor within five days of an email notification.

It is the Contractor's responsibility to ensure that Subcontractor(s) confirm payments in the System in accordance with the requirements set forth above.

The Contractor shall submit any and all reports requested by the Office of Civil Rights (OCR).

Prior to receiving final payment, the Contractor shall submit a final report to the OCR showing all payments to be made to subcontractors and suppliers after receipt of final payment. The Contractor shall not receive final payment prior to the approval of OCR. The Contractor shall submit the final payment report on a form provided by OCR.

4. ADMINISTRATIVE REMEDIES

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

Small Business Preference Form Instructions

A point preference will be granted to Bidders that either are a qualified small business enterprise (SBE) performing at least thirty percent (30%) of its contract with its own labor force or meet the **7% SBE goal** by subcontracting to qualified SBEs.

To participate as an eligible small business in the JPB's SBE program your firm must meet both of the following requirements:

1. Your firm (including affiliates) must be an existing small business as defined by Small Business Administration (SBA) regulations, 13 CFR Part 121, for the appropriate type(s) of work that your firm performs.
2. Even if your firm meets the above requirement, your firm's (including affiliates') average annual gross receipts over the previous three years cannot exceed a maximum cap of \$23.98 million.

SBA size standards vary by industry and certain industries, such as general construction contracting, exceed the cap of \$23.98 million. A general construction contractor meeting the SBA size standard but exceeding the cap of \$23.98 million, for example, is ineligible to participate as a small business on JPB contracts. Please verify your firm's industry size standard by visiting SBA at:

<http://www.sba.gov/content/determining-size-standards>

The JPB recognizes small business enterprise certifications performed by the following agencies.

3. Disadvantaged Business Enterprise (DBE) pursuant to U.S. Department of Transportation regulations, 49 CFR Part 26. This includes DBE certifications performed by the California Unified Certification Program, or any other state Unified Certification Program.
4. SBA 8(a) by the Small Business Administration provided that a firm's average annual gross receipts do not exceed the cap of \$23.98 million.
5. Small Business (SB) certification performed by the California Department of General Services (DGS) for the following industries only: (a) Construction (NAICS 230000); (b) Manufacturing (NAICS 310000-330000); (c) Wholesaling (NAICS 420000); and (d) Trucking (NAICS 484000). SB-PW certifications will not be recognized.
6. All Microbusiness (MB) certifications by the California Department of General Services for ALL industries.
7. Small Business Enterprise (SBE) certification by the Santa Clara Valley Transportation Authority.

A firm not certified by any of the agencies listed above may apply to the JPB for small business recognition. A completed small business verification form and required support documents must be submitted to the JPB's SDBE Officer no later than five (5) business days prior to the bid opening date in order to be considered for SBE preference. Please contact the JPB's SDBE Officer for additional information or assistance: sdbe@samtrans.com or (650) 508-7939.

FORM 6 - SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE FORM

A Bidder is entitled to a five percent (5%) bid preference for bid evaluation purposes if it is a qualified a small business enterprise (SBE) performing at least thirty percent (30%) of its contract with its own labor force or meets the 7% SBE goal by subcontracting to qualified SBE sub-Bidders. **In order to obtain the preference, a Bidder must complete and submit this form with its quote.**

Questions regarding the preference program should be directed to the DBE Officer at (650) 508-7939 or sdbe@samtrans.com.

PLEASE CHECK THE APPROPRIATE BOX:

- We are a qualified small business applying for the preference (**include certification #'s**):
 - DBE by California Unified Certification Program (CUCP) or any other state Unified Certification Program # _____
 - SBA 8(a) by the Small Business Administration # _____
 - Small Business (SB) certification by California Department of General Services (DGS) # _____
 - Microbusiness (MB) certification by the California department of General Services (DGS) # _____
 - SBE certification by Santa Clara Valley Transportation Authority (VTA) # _____
- We are applying for the preference and recently submitted a Small Business Enterprise (SBE) Verification form to the JPB
- We are not claiming the Small Business Enterprise Preference

*All small businesses are required to perform a "commercially useful function" in any contract they perform for the JPB. A business that is performing a commercially useful function is one that does all of the following:

- Is responsible for the execution of a distinct element of the work of the contract.
- Carries out its obligations by actually performing, managing or supervising the work involved.
- Performs work that is normal for its business, services and functions.
- Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.

I declare under penalty of perjury that the information provided in this form is accurate and true.

BAILEY SPECIALTY CRANES + AERIALS
Company Name

JACK G 11/6/2020
Signature/Date

JACK GARCZYNSKI SALES
Print Name/Title

BIDDER'S LIST OF SUBCONTRACTORS (SBE and NON-SBE) - PART I

The bidder shall list all sub-bidders and subcontractors (i.e. subcontractor, supplier, manufacturer, and truckers) (both SBE and non-SBE) **who will perform** on this contract in accordance with Title 49, Section 26 of the Code of Federal Regulations. This listing is required in addition to listing SBE Subcontractors elsewhere in the quote. **Photocopy this form for additional firms.**

Bidder Name: _____

Firm Name/Address/ City, State, ZIP	Phone	Annual Gross Receipts	Description of Portion of Work to be Performed	Dollar Amount of Sub-bid or Quote	Agency Use Only (Certified SBE?)
Name		<input type="checkbox"/> < \$1 million	None		<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million			<input type="checkbox"/> NO
Address		<input type="checkbox"/> < \$10 million			If YES list SBE #:
		<input type="checkbox"/> < \$15 million			
City State ZIP		<input type="checkbox"/> > \$15 million			Age of Firm (Yrs.)
Name		<input type="checkbox"/> < \$1 million			<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million			<input type="checkbox"/> NO
Address		<input type="checkbox"/> < \$10 million			If YES list SBE #:
		<input type="checkbox"/> < \$15 million			
City State ZIP		<input type="checkbox"/> > \$15 million			Age of Firm (Yrs.)
Name		<input type="checkbox"/> < \$1 million			<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million			<input type="checkbox"/> NO
Address		<input type="checkbox"/> < \$10 million			If YES list SBE #:
		<input type="checkbox"/> < \$15 million			
City State ZIP		<input type="checkbox"/> > \$15 million			Age of Firm (Yrs.)
Name		<input type="checkbox"/> < \$1 million			<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million			<input type="checkbox"/> NO
Address		<input type="checkbox"/> < \$10 million			If YES list SBE #:
		<input type="checkbox"/> < \$15 million			
City State ZIP		<input type="checkbox"/> > \$15 million			Age of Firm (Yrs.)
Name		<input type="checkbox"/> < \$1 million			<input type="checkbox"/> YES
		<input type="checkbox"/> < \$5 million			<input type="checkbox"/> NO
Address		<input type="checkbox"/> < \$10 million			If YES list SBE #:
		<input type="checkbox"/> < \$15 million			
City State ZIP		<input type="checkbox"/> > \$15 million			Age of Firm (Yrs.)

BIDDER'S LIST OF SUBCONTRACTORS (SBE and NON-SBE) - PART II

The bidder shall list all sub-bidders and subcontractors (i.e. subcontractor, supplier, manufacturer, and trucker) (both SBE and Non-SBE) **who provided a quote or bid but were not selected** to participate as a subcontractor on this project. This is required for compliance with Title 49, Section 26 of the Code of Federal Regulations. **Photocopy this form for additional firms.**

Bidder Name: _____

Firm Name/Address/ City, State, ZIP	Phone	Annual Gross Receipts	Description of Portion of Work to be Performed	Dollar Amount of Sub-bid or Quote	Agency Use Only (Certified SBE?)
Name		<input type="checkbox"/> < \$1 million	None		<input type="checkbox"/> YES
Address		<input type="checkbox"/> < \$5 million			<input type="checkbox"/> NO
City State ZIP		<input type="checkbox"/> < \$10 million			If YES list SBE #:
		<input type="checkbox"/> < \$15 million			Age of Firm (Yrs.)
		<input type="checkbox"/> > \$15 million			
Name		<input type="checkbox"/> < \$1 million			<input type="checkbox"/> YES
Address		<input type="checkbox"/> < \$5 million			<input type="checkbox"/> NO
City State ZIP		<input type="checkbox"/> < \$10 million			If YES list SBE #:
		<input type="checkbox"/> < \$15 million			Age of Firm (Yrs.)
		<input type="checkbox"/> > \$15 million			
Name		<input type="checkbox"/> < \$1 million			<input type="checkbox"/> YES
Address		<input type="checkbox"/> < \$5 million			<input type="checkbox"/> NO
City State ZIP		<input type="checkbox"/> < \$10 million			If YES list SBE #:
		<input type="checkbox"/> < \$15 million			Age of Firm (Yrs.)
		<input type="checkbox"/> > \$15 million			
Name		<input type="checkbox"/> < \$1 million			<input type="checkbox"/> YES
Address		<input type="checkbox"/> < \$5 million			<input type="checkbox"/> NO
City State ZIP		<input type="checkbox"/> < \$10 million			If YES list SBE #:
		<input type="checkbox"/> < \$15 million			Age of Firm (Yrs.)
		<input type="checkbox"/> > \$15 million			
Name		<input type="checkbox"/> < \$1 million			<input type="checkbox"/> YES
Address		<input type="checkbox"/> < \$5 million			<input type="checkbox"/> NO
City State ZIP		<input type="checkbox"/> < \$10 million			If YES list SBE #:
		<input type="checkbox"/> < \$15 million			Age of Firm (Yrs.)
		<input type="checkbox"/> > \$15 million			

FORM 7 – LOBBYING CERTIFICATION

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

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 "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (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 U.S.C. § 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 \$10,000 and not more than \$100,000 for each such failure.

The Bidder, BAILEY SPECIALTY CRANES + AERIALS, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Bidder understands and agrees that the provisions of 31 U.S.C. A 3801, et. seq. apply to this certification and disclosure, if any.

JACK G Signature of Authorized Official

JACK GARCZYNSKI SALES Name and Title of Authorized Official

11/6/20 Date

DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
OMB No. 4040-0013

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract</p> <p><input type="checkbox"/> b. grant</p> <p><input type="checkbox"/> c. cooperative agreement</p> <p><input type="checkbox"/> d. loan</p> <p><input type="checkbox"/> e. loan guarantee</p> <p><input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/ offer/ application</p> <p><input type="checkbox"/> b. initial award</p> <p><input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial filing</p> <p><input type="checkbox"/> b. material change</p> <p>For Material Change Only: Year _____ Quarter _____ Date of last report _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input checked="" type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____,</p> <p>if known. Congressional District, if known:</p>	<p>5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known:</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description: CFDA Number, if applicable:</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known: \$ _____</p>	
<p>10.a. Name and Address of Lobbying Entity (if individual, last name, first name, MI):</p>	<p>10.b. Individuals Performing Services (including address if different from No.10a) (last name, first name, MI.): <i>Attach Continuation Sheet if necessary.</i></p>	
<p>11. Amount of Payment (Check all that apply)</p> <p>\$ _____</p> <p><input type="checkbox"/> actual</p> <p><input type="checkbox"/> planned</p>	<p>13. Type of Payment (Check all that apply)</p> <p><input type="checkbox"/> a. retainer</p> <p><input type="checkbox"/> b. one-time fee</p> <p><input type="checkbox"/> c. commission</p> <p><input type="checkbox"/> d. contingent fee</p> <p><input type="checkbox"/> e. deferred</p> <p><input type="checkbox"/> f. other, specify _____</p>	
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including Officer(s), Employee(s), or Member(s) Contacted for Payment Indicated in Item 11. <i>Attach continuation sheet if necessary.</i></p>		
<p>15. Continuation Sheet(s) SF-LLL-A attached: <input type="checkbox"/> YES <input type="checkbox"/> NO</p>		

<p>16. Information requested through this form is authorized by title 31 U.S.C. 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 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 \$10,000 and not more than \$100,000 for each failure.</p>	<p>Signature: <u>JACK G</u></p> <p>Print Name: <u>JACK GARCZYNSKI</u></p> <p>Title: <u>SALES</u></p> <p>Telephone No.: <u>262-710-4028</u></p> <p>Date: <u>11/6/2020</u></p>
<p>Federal Use Only:</p>	<p>Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)</p>

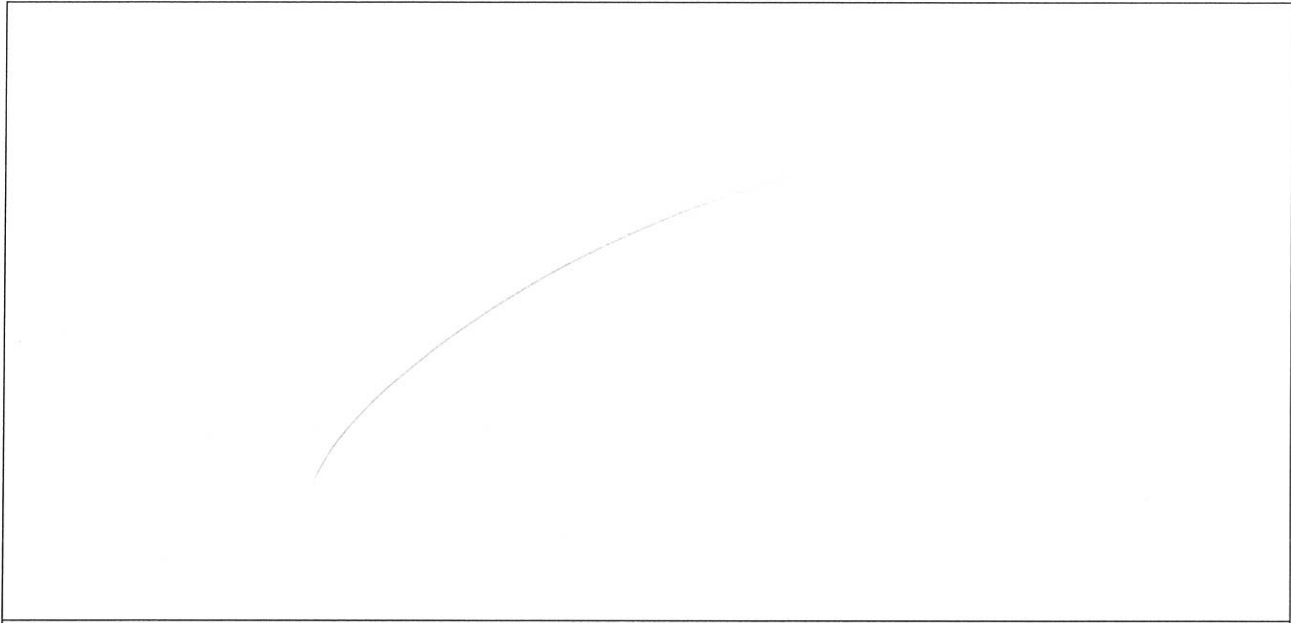
DISCLOSURE OF LOBBYING ACTIVITIES

CONTINUATION SHEET SF-LLL-A

Reporting
Page ___ of ___

Entity: _____

n/a



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Standard Form - LLL-A

BILLING CODES 3410-01-C; 6450-01-C; 6690-01-C; 8025-01C; 7510-01-C; 3510-FE-C;
8120-01-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 1st 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

~ END OF REQUIRED FORMS ~