

California Department of Transportation



ADMINISTRATION
DIVISION OF PROCUREMENT AND CONTRACTS
1727 30th STREET, MS 65
SACRAMENTO, CA 95816-7006
PHONE (916) 227-6000
TTY 711
<https://dot.ca.gov/programs/procurement-and-contracts/>

January 25, 2024

Invitation for Bid (IFB) IFB # 12A2138 Notice to Prospective Contractors

You are invited to review and respond to this **IFB 12A2138**, titled **Small Engine Repair in Orange County**. In submitting your bid, you shall comply with the instructions found herein. In addition to those programs and preferences that are specified in this solicitation, Prospective Contractors are encouraged to consider programs and preferences that are available, such as those for the use of small businesses, disadvantaged businesses, disabled veteran businesses, and other businesses covered by State and Federal programs and preferences.

As required by Executive Order S-02-06, the California Department of Transportation (Caltrans) is committed to meeting the State's twenty-five percent (25%) Small Business (SB) participation goal. Certified SBs, Micro Businesses (MB) are encouraged to submit bids. See **Section D, Special Programs, Item 1**, in this IFB for requirements. A Disabled Veteran Business Enterprise (DVBE) participation requirement is not required, but DVBE participation is encouraged, and a DVBE incentive may apply to this IFB. See **Section D, Special Programs, Item 2**, in this IFB for requirements.

Note that all agreements entered into with Caltrans will include, by reference, General Terms and Conditions (GTC 04/2017) and Contractor Certification Clauses (CCC 04/2017) that may be viewed and downloaded at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>.

The designated contact person for this IFB is:

Sean Grant
California Department of Transportation (Caltrans)
Email address: sean.grant@dot.ca.gov
Phone: (279) 234-2269

Please note that no **verbal** information given will be binding upon Caltrans unless such information is issued in writing as an official addendum.

*Technical questions regarding this solicitation will be addressed, in writing, and in accordance with the Questions and Answers portion of this IFB. See **Section C, Item 1, Time Schedule** for more details.

Sincerely,

Sean Grant

Contract Analyst

Table of Contents

A)	Purpose and Description of Services	1
B)	Bidder's Minimum Qualifications.....	1
C)	Bid Requirements and Information.....	1
	1. Time Schedule	1
	2. Questions and Answers.....	1
	3. Costs Included in Bid Rates.....	1
	4. Small Business Preference.....	2
	5. Mandatory Organic Waste Recycling.....	2
	6. Motor Carrier Permit Requirements	2
	7. Standard Title VI/Nondiscrimination Assurances (DOT Order No. 1050.2A).....	2
	8. Insurance	2
	9. California Civil Rights Laws	3
	10. Darfur Contracting Act.....	3
	11. Executive Order N-6-22 – Russia Sanctions.....	4
	12. Bid Submittal	4
	13. Evaluation and Selection	6
	14. Award	6
	15. Protest.....	6
	16. Standard Conditions of Service	7
D)	Special Programs.....	8
	1. Small Business (SB) or Microbusiness (MB) Preference	8
	2. Disabled Veteran Business Enterprise (DVBE) Programs	8

Attachments

1. Bid Proposal (ADM-1412)
2. Contractor Certification Clauses, CCC 04/2017
3. Bid/Bidder Certification Sheet
4. California Civil Rights Laws Certification (ADM-0076)
5. Darfur Contracting Act Certification (ADM-0077)
6. Required Attachment Checklist
7. Proposed Form of Agreement, STD 213:
 - Exhibit A, Scope of Work
 - Exhibit B, Budget Detail and Payment Provisions
 - Exhibit C, General Terms and Conditions (online)
 - Exhibit D, Special Terms and Conditions
 - Exhibit E, Additional Provisions

A) Purpose and Description of Services

1. To provide the California Department of Transportation (Caltrans) all labor, tools, and equipment necessary for small engine repair services and as-needed repairs, and maintenance to state-owned small engine equipped tools, power equipment, and various electric tools.
2. Refer to the **Proposed Form of Agreement, Exhibit A**, which is attached to this IFB as **Attachment 7** for a more complete description of services.

B) Bidder’s Minimum Qualifications

1. Contractor shall be an individual or firm qualified to do business in California.
2. Failure of Bidder to sufficiently provide any or all the minimum qualifications, in the opinion of Caltrans, will result in the Bidder’s bid deemed non-responsive.

C) Bid Requirements and Information

1. Time Schedule

It is recognized that time is of the essence. All bidders are hereby advised of the following schedule and will be expected to adhere to the required dates and times.

Event	Date	Time (Pacific Time)
IFB available to prospective bidders	01/25/2024	
Written Question Submittal	01/31/2024	12:00 p.m.
Final Date and Time for Bid Submission	02/08/2024	2:00 p.m.
Bid Opening	02/08/2024	2:30 p.m.
Proposed Award Date (estimate)	02/13/2024	

2. Questions and Answers

- A. Questions regarding this IFB must be submitted in writing by **January 31, 2024**. Bidders are encouraged to submit their written questions via e-mail to sean.grant@dot.ca.gov.
- B. Written questions must include: the individual's name, firm name, complete address and must reference **IFB No. 12A2138**. Questions must be sent to one of the following:

Email: sean.grant@dot.ca.gov

Or mail to:

California Department of Transportation (Caltrans)
 Division of Procurement and Contracts
 Attention: Sean Grant
 1727 30th Street, MS 65
 Sacramento, CA 95816

- C. Written responses to all questions will be collectively compiled and posted, as an Addendum, to the Cal eProcure website (<https://caleprocure.com/pages/index.aspx>). It is the responsibility of the Bidder to access the website for any changes or addenda that may be posted. Refer to this **IFB, Section C1, Time Schedule**, for the schedule of events and dates/times. It is the responsibility of the bidder to check Cal eProcure for all addenda. Bidder can contact the Contract Analyst named above.

3. Costs Included in Bid Rates

Bid prices/rates shall include the cost of employer payments to or on behalf of employees, subsistence, travel, compensation insurance premiums, unemployment contributions, social security taxes, contract bond premiums, and any other taxes or assessments, **including but not limited to,**

sales and use taxes required by law or otherwise and no additional allowance will be paid unless separate payment provisions in the Agreement should specifically provide otherwise.

4. **Small Business Preference**

SB Preference will be granted on this IFB. Only firms certified as a "Small Business" or "Micro Business" with the Department of General Services (DGS), Office of Small Business and DVBE Service (OSDS) in the categories most appropriate to accomplish the prescribed services, will be granted this preference. For more information, go to: <https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Certify-or-Re-apply-as-Small-Business-Disabled-Veteran-Business-Enterprise>.

5. **Mandatory Organic Waste Recycling**

Contractor generating organic waste or commercial solid waste shall arrange for the recycling services required by this section in a manner that is consistent with State and local laws and requirements, including a local ordinance or local jurisdiction's franchise agreement, applicable to the collection, handling, or recycling of organic waste and commercial solid waste. This requirement does not modify, limit, or abrogate Contractor's right to sell or donate its recyclable organic waste materials consistent with the requirements of Public Resources Code Sections 42649.8 et seq. When applicable, Contractor must comply with these provisions.

6. **Motor Carrier Permit Requirements**

- A. Contractor is responsible for determining whether California Vehicle Code Sections 34601 and 34620 require Contractor to have a valid Motor Carrier Permit (MCP) issued by the Department of Motor Vehicles (DMV) in order for Contractor to lawfully perform any part or aspect of the work described in **Exhibit A, Scope of Work**, and, if California Vehicle Code Sections 34601 and 34620 do require same for any part or aspect of such work, Contractor must have a valid MCP(s) issued from the DMV for its services as a Motor Carrier of Property under this Agreement. Contractor shall pay any required fees necessary to obtain and maintain in good standing during the entire term of this Agreement the any such required MCP(s).
- B. The MCP(s), if any, required for Contractor's Motor Carriers of Property under California Vehicle Code Sections 34601 and 34620 shall be on file with Contractor for the duration of this Agreement. Upon request of Caltrans Contract Manager, Contractor must immediately provide to Caltrans a copy of the required MCP(s), if any.

7. **Standard Title VI/Nondiscrimination Assurances (DOT Order No. 1050.2A)**

Caltrans, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Statute 252, 42 USC Sections 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any Agreement entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

8. **Insurance**

- A. The bidder, who receives the Agreement award, must provide a Certificate of Insurance providing proof of insurance to the Division of Procurement and Contracts within 10 working days from the date of notification of award. The State's Office of Risk and Insurance Management will review insurance certificates and/or proof of self-insurance documentation before execution of the Agreement. Refer to the **Proposed Form of Agreement, Exhibit E, Attachment 7**, for the applicable and specific Insurance requirements and coverage limits.
- B. The insurance carrier shall provide an endorsement for the additional insured statement as follows:

Caltrans, State of California, its officers, agents, and employees shall be included as additional insured, but only with respect to work performed for the State of California under this Agreement.

- C. The additional insured endorsement must accompany the certificate of insurance.
- D. Satisfying A Self-Insured Retention (SIR)

All insurance required by this Agreement must allow, but not require, the State to pay any SIR and/or act as Contractor's agent in satisfying any SIR. The choice to pay any SIR and/or act as Contractor's agent in satisfying any SIR is at the State's discretion. If the State chooses to pay any SIR and/or act as Contractor's agent in satisfying any SIR, Contractor shall reimburse the State for the same.

- E. Available Coverages/Limits

In the event the insurance coverages obtained by Contractor is broader in scope than, and/or the limits are higher than, those required under the Agreement, all such broader coverage and/or higher limits available to Contractor shall also be available and applicable to the State.

9. California Civil Rights Laws

Any person that submits a bid or proposal to, or otherwise proposes to enter into or renew an Agreement with, a state agency with respect to any Agreement in the amount of one hundred thousand dollars (\$100,000) or more shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the Agreement is renewed, that they satisfy all of the conditions set forth in California Public Contract Code Section 2010 and they shall execute the **California Civil Rights Laws Certification (ADM-0076)**, as **Attachment 4**, completed, signed, and returned with its bid or proposal. The California Civil Rights Laws Certification must be downloaded at <https://forms.dot.ca.gov/v2Forms/servlet/FormRenderer?frmid=ADM0076>.

10. Darfur Contracting Act

- A. The Darfur Contracting Act, Public Contract Code Section 10475-10481, applies to any company that currently or within the previous three (3) years has had business activities or other operations outside of the United States. The Act was passed by the California Legislature and signed into law by the Governor to preclude State agencies generally from contracting with "scrutinized" companies that do business in the African nation of Sudan (of which the Darfur region is a part), for the reasons described in Public Contract Code Section 10475. All bidders shall complete the **Darfur Contracting Act Certification (ADM-0077)**, **Attachment 5**, and submit with the proposal. The Darfur Contracting Act Certification must be downloaded at <http://cefs2.dot.ca.gov/v2Forms/servlet/FormRenderer?frmid=ADM0077>.
- B. If your company has not, within the previous three (3) years, had any business activities or other operations outside of the United States, complete **Option 1** on the **ADM-0077**.
- C. A scrutinized company is a company doing business in Sudan as defined in Public Contract Code Section 10476. Scrutinized companies are ineligible to, and cannot bid on, or submit a bid or proposal for an Agreement with a State agency for goods or services. (Pub. Cont. Code Section 10477(a)).
- D. Therefore, Public Contract Code Section 10478(a) requires a company that currently has (or within the previous three (3) years has had business activities or other operations outside of the United States to certify that it is not a "scrutinized" company when it submits a bid or proposal to a State agency.
- E. A scrutinized company may still, however, submit a bid or proposal for an Agreement with a State agency for goods or services if the company first obtains permission from the Department of General Services according to the criteria set forth in Public Contract Code Section 10477(b).

11. Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order [N-6-22](#) (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law unless the contract has been Federalized (i.e. there is federal participation in any phase). By submitting a bid or proposal, Contractor represents that it is not a target of Economic Sanctions. Should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of Contractor’s bid/proposal any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination by the State.

12. Bid Submittal

- A. All bids must be submitted and received by Caltrans Division of Procurement and Contracts, Bid Unit, by dates and times shown in the IFB, **Section C, Bid Requirements and Information, Item 1 Time Schedule**.
- B. The mailing package/envelope should be labeled as follows:

Note: All packages not clearly or properly labeled as indicated below, including overnight mail and hand delivered packages, may be rejected.

YOUR RETURN ADDRESS

Agreement No. 12A2138
Bid Due Date: 02/08/2024
Bid Due Time: 2:00 p.m.
Bid Opening Date: 02/08/2024
Bid Opening: 2:30 p.m.
Attention: Sean Grant

California Department of Transportation (Caltrans)
Division of Procurement and Contracts
ATTN: Bid Unit
1727 30th Street, 4th Floor, MS 65
Sacramento, CA 95816-7006

BID SUBMITTAL DO NOT OPEN

- C. **Late bids will not be considered.**
- D. All bids shall include the documents identified on the IFB’s **Required Attachment Checklist Attachment 6**. Bids not including the required attachment(s) shall be deemed non-responsive. A non-responsive bid is one that does not meet the basic bid requirements.
- E. Only an individual who is legally authorized to bind the proposing firm contractually shall sign all documents requiring a signature, and each document must bear an original ink signature.
- F. If your bid is hand delivered, you must date and time stamp the sealed envelope/package immediately upon arrival. The date/time stamp machine is located in the lobby on the first floor to the right of the security guard station at the address noted above. After date/time stamping, the bid should be placed in the locked bid cabinet located below the time stamp. If the bid package is too large to be electronically stamped, date/time stamp one of the labels provided and attach it to the proposal package. When the bid package is too large for the locked bid cabinet, ask the security guard to call the Division of Procurement and Contracts reception desk at 227-6000 to have your bid package picked up.

- G. Bid opening will be held via teleconference at **2:30 p.m.** on the date specified in **Section C, Bid Requirements and Information, Item 1, Time Schedule**. Bidders may participate via teleconference by calling **1-866-700-7952** and entering the pass code **7089821#**. Calls will be accepted beginning at **2:20 p.m.** until the conclusion of the bid opening. Bids will be read in Agreement numeric order; questions will not be allowed; and information will not be repeated. Initial bid opening results will be posted online on the Division of Procurement and Contracts website at <https://dot.ca.gov/programs/procurement-and-contracts/bid-results> by 3:00 p.m. on the day following the bid opening. The Agreement will be awarded to the lowest responsible bidder meeting the requirements outlined in the IFB after verification and applicable incentives are applied as stated in **Item 13, Evaluation and Selection**.
- H. Bids must include the performance of all the services described herein. Any attempt to modify the bid document to deviate from the work specifications will not be considered and will cause a bid to be rejected.
- I. A bid may be rejected if it is conditional, incomplete, or if it contains any alterations of form or other irregularities of any kind. Caltrans may reject any bid on the basis that it is not responsive or from a non-responsible bidder and may waive any immaterial deviation in a bid. Caltrans waiver of an immaterial defect shall in no way modify the IFB document or excuse the bidder from full compliance with all requirements if awarded the Agreement.
- J. Costs for developing bids and in anticipation of award of an agreement is entirely the responsibility of the bidder and shall not be charged to the State.
- K. Only an individual who is authorized to bind the bidding firm contractually shall sign the **Bid/Bidder Certification Sheet, Attachment 3**. The signature must also indicate the title or position that the individual holds in the firm. An unsigned bid may be rejected.
- L. A bidder may modify a bid after its submission by first withdrawing the original bid and then by resubmitting a new bid prior to the bid submittal deadline. Bidder modifications offered in any other manner, oral or written, will not be considered.
- M. A bidder may withdraw a bid by, prior to bid opening, submitting a written withdrawal request to Caltrans, signed by the bidder or an agent authorized in accordance with **Section K**, above. A bidder may thereafter submit a new bid prior to the bid submittal deadline. Bids may not be withdrawn without cause subsequent to bid submittal deadline.
- N. Caltrans may modify the IFB prior to the date fixed for submission of bids by the issuance of an addendum sent to all parties who received a bid package.
- O. Caltrans reserves the right to reject all bids for reasonable cause.
- P. Bidders are cautioned not to rely on Caltrans during its evaluation process to discover and report to the bidder any defects and/or errors in the submitted documents. Before submitting their documents, bidders should carefully proof them for errors and full adherence to the IFB requirements.
- Q. Where applicable, the bidder should carefully examine work sites and specifications. Bidder shall investigate conditions, character, and quality of surface or subsurface materials or obstacles that might be encountered. No additions or increases to the Agreement amount will be made due to a lack of careful examination of work sites and specifications.
- R. Caltrans does not accept alternate agreement language from a bidder. A bid with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions (GTC) are not negotiable. The GTC 04/2017 may be viewed at <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>.

- S. Bidder(s) must complete, sign, and submit to Caltrans, all pages of the **Contractor Certification Clauses (CCC 04/2017), Attachment 2** with bid package. The Contractor Certification Clauses must be downloaded at <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>.

13. Evaluation and Selection

- A. At the time of bid opening, each bid proposal's total and any small business and/or micro business information (if applicable) will be read aloud. Bids are considered preliminary pending review and verification of applicable bid requirements such as: small business preference, incentives, DVBE, DBE, licensing, bonding, qualifications, or other requirements as stated in the IFB. Agreements will be awarded to the lowest responsive and responsible bidder.
- B. Each bid will be checked for the presence or absence of required information in conformance with the submission requirements of this IFB. Caltrans will check the bid submittal package to verify it received all required documents. Positive verification of required documents will be performed to determine its responsiveness to the State's needs.
- C. Bids that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the bidder, shall be rejected.
- D. The Agreement, if awarded, shall be awarded to the responsible bidder who submits the lowest bid and meets all the specifications. A bid meets the specifications if it complies with all the requirements in this solicitation. In the event of a tie bid, Caltrans will draw lots to determine the successful bidder. Only one (1) bid may be submitted by an entity: individual, firm, partnership, corporation, joint venture, or combination thereof. Receipt of more than one (1) bid from an entity will result in all bids from that entity being rejected and returned to the bidder.

14. Award

- A. Preliminary bid results may be viewed on the internet after 3:00 p.m. on the first (1st) business day following the bid due date at <https://dot.ca.gov/programs/procurement-and-contracts/bid-results>.
- B. Whenever an Agreement is awarded under a procedure that provides for competitive bidding, but the Agreement is not to be awarded to the low bidder, the low bidder shall be given notice five (5) working days prior to the award of the Agreement by email.
- C. Upon written request by any bidder, the Notice of the Intent to Award shall be posted online at <https://dot.ca.gov/programs/procurement-and-contracts/notices-of-intent-to-award> for at least five (5) working days prior to awarding the Agreement. This information can also be obtained by contacting the Contract Analyst directly.
- D. Upon award of the Agreement, Contractor shall complete and submit to Caltrans, the Payee Data Record (STD 204), to determine if Contractor is subject to State income tax withholding pursuant to California Revenue and Taxation Code Section 18662 et seq. This form can be found on the Internet at <https://www.dgs.ca.gov/PD> under the heading Forms. No payment shall be made unless a completed STD 204 has been returned to Caltrans.

15. Protest

Bidders have the right to protest the award of Caltrans Agreements subject to the following processes and procedures.

- A. Filing a Protest: The initial protest must be submitted to DGS, Office of Legal Services, and Caltrans, Protest Unit, prior to the award of the Agreement. When a protest has been submitted, the Agreement shall not be awarded until either the protest has been withdrawn or DGS has decided the matter. The written protest must be sent to the addresses below:

<p>California Department of Transportation (Caltrans) Division of Procurement and Contracts Attention: Bid, Protest, and Dispute Branch Chief 1727 30th Street, MS 65 Sacramento, CA 95816 Phone Number: (916) 639-6340 Email: DPAC.Protest.Disputes.Terminations@dot.ca.gov</p>	<p>Department of General Services Office of Legal Services Attention: Bid Protest Coordinator 707 Third Street, 7th Floor, Suite 7-330 West Sacramento, CA 95605 Phone Number: (916) 376-5080 Email: OLSProtests@dgs.ca.gov</p>
--	---

- B. Within five (5) days after filing the initial protest, the protesting bidder shall file with DGS and Caltrans, Protest Unit a full and complete written statement specifying the grounds for the protest. The full written protest statement must be sent to the same addresses above.

Note: It is suggested that you submit any protest by certified or registered mail.

16. Standard Conditions of Service

- A. Service shall not begin prior to the express date set by Caltrans Contract Manager and Contractor, after all approvals have been obtained, and the Agreement is fully executed. Should Contractor fail to commence work at the agreed upon time, Caltrans Contract Manager, upon five (5) days written notice to Contractor, reserves the right to terminate the Agreement. In addition, Contractor shall be liable to Caltrans for the difference between Contractor's bid price and the actual cost of performing work by the second lowest bidder or by another Contractor.
- B. All performance under the Agreement shall be completed on or before the termination date of the Agreement.
- C. Antitrust Provisions
- 1) 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 USC Section 15 or under the Cartwright Act Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder (Gov. Code Section 4552).
 - 2) If the awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid.
 - 3) Upon demand in writing by the assignor, the assignee shall, within one (1) year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action (Gov. Code Section 4554).
- D. If the bidder is awarded the Agreement and refuses to sign the Agreement presented for signature within the time and manner required, the bidder will be liable to Caltrans for actual damages resulting to Caltrans therefrom or 10 percent (10%) of the amount bid, whichever is less.
- E. Loss Leader usage is prohibited in this solicitation: It is unlawful for any person engaged in business within this State to sell or use any article or product as a "loss leader" as defined in

California Business and Professions Code Section 17030. "Loss Leader" means any article or product sold at less than cost: a) where the purpose is to induce, promote or encourage the purchase of other merchandise; or b) where the effect is a tendency or capacity to mislead or deceive purchasers of prospective purchasers; or c) where the effect is to divert trade from or otherwise injure competitors.

F. No oral understanding or agreement shall be binding on either party.

D) Special Programs

The following Special Programs are applicable to this IFB.

1. Small Business (SB) or Microbusiness (MB) Preference

- A. Government Code Section 14835 et seq. requires that a five percent (5%) preference be given to contractors who qualify as a Certified SB or MB. References to a small business (SB) shall also include micro-business (MB). The rules and regulations of this law, including the definition of a SB for the delivery of services, are contained in Title 2, California Code of Regulations, Section 1896 (2 CCR Section 1896) et seq.
- B. To claim the SB or MB preference, Contractor must have its principal place of business located in California, satisfy all of the SB or MB requirements, and be certified by the California Department of General Services (DGS), Office of Small Business and Disabled Veteran Business (DVBE) Services (OSDS). The preference amount may not exceed fifty thousand dollars (\$50,000) for any bid. If prospective contractor is claiming the five percent (5%) certified SB or MB preference, complete Section 16 of the **Bid/Bidder Certification Sheet, Attachment 3**, and attach a copy of your certification. Additionally, Contractor may satisfy the non-SB requirements described below.
- C. This preference shall not be awarded to a noncompliant bidder and shall not be used to achieve any applicable minimum requirements.
- D. Certified SB and MB bidder(s) shall have precedence over NSB bidders in the application of SB preference(s).
- E. SB preferences may not be applied to any bid deemed non-responsive with the solicitation instructions or from a non-responsible bidder.
- F. Questions regarding the certification approval process or SB program should be directed to OSDS at (800) 559-5529 or (916) 375-4940, or by email: osdshelp@dgs.ca.gov.
- G. SB or MB bidders or bidders using the "Non-Small Business" preference shall be granted a preference consisting of five percent (5%) of the lowest responsible bidder's total bid if the lowest bid is from a non-certified SB or MB
- H. Additional references are at <https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Certify-or-Re-apply-as-Small-Business-Disabled-Veteran-Business-Enterprise>.

2. Disabled Veteran Business Enterprise (DVBE) Programs

A. DVBE Participation Program with **No** Participation Requirements:

DVBE participation is not required, but DVBE participation is encouraged, and a DVBE incentive will apply to this IFB as described below. Please review the DVBE Program Requirements:

<https://www.dgs.ca.gov/-/media/Divisions/PD/OSDS/Certification/DVBE/DVBEProgramRequirements.pdf?la=en&hash=BCA257A3ED083F3DBB85ECEEB37013CBCF0545C>

B. DVBE Incentive Program

- 1) The DVBE Incentive Program applies to this solicitation. It is separate from the DVBE Participation Program and was established in Military and Veterans Code Sections 999 et seq., and Title 2, California Code of Regulations, Section 1896.99 (2 CCR Section 1896.99) et seq. A dollar cap of \$100,000 is set for all combined incentives and preferences. The incentive is used only for evaluation purposes to arrive at the successful bidder and does not alter the amounts of the actual bid. Any responsive and responsible bidder with the confirmed DVBE participation per the Table in paragraph 3) below is eligible to receive the incentive. Bidders who are not responsive and responsible are not eligible to receive the incentive.
- 2) Caltrans will apply an incentive to bids from DGS-certified DVBE firms. The bidders who claim to be DGS-certified DVBE firms will be verified by Caltrans prior to award of the Agreement. The incentive amount is equal to the percentage of the lowest responsive and responsible bid being evaluated per the Table below.
- 3) Table for IFB (Low Price Method):

Verified DVBE Participation	DVBE Incentive Amount
100%	5%

- 4) When applying the DVBE Incentive, an NSB shall not displace or otherwise supersede an award to a DGS Certified Small Business.
- 5) Please review the DVBE Program Requirements: <https://www.dgs.ca.gov/-/media/Divisions/PD/OSDS/Certification/DVBE/DVBEProgramRequirements.pdf?la=en&hash=FBCA257A3ED083F3DBB85ECEEB37013CBCF0545C>
- 6) Additional information: <https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Certify-or-Re-apply-as-Small-Business-Disabled-Veteran-Business-Enterprise>.

BID PROPOSAL

ADM-1412 (REV. 02/2021)

Attachment 1

Contractor's Name (Please Print):					
Item Number	Estimated Quantity	Unit of Measure	Item Description	Unit Price (Price Per Unit of Measure)	Total (Estimated Quantity X Unit Price)
1	1500	Per Hour	All labor, service, tools, and equipment necessary for small engine repairs. This includes diagnose, troubleshooting, testing, tuning, preventative maintenance, repairing, servicing small gas engines and/or electric power equipment and power tools used for State Highway maintenance and landscape for Caltrans-District 12 Maintenance in Orange County per STD 213, Exhibit A, Scope of Work	\$	\$
2	50	Each	Tune-up package for Backpack or Handheld Blower, consisting of labor, spark plug, fuel filter, air filter, oil, shop supplies, per STD 213, Exhibit A, Scope of Work (Reimbursement of materials/parts included in this line)	\$	\$
3	50	Each	Tune-up package for Mower, consisting of labor, spark plug, fuel filter, air filter, oil, shop supplies, per STD 213, Exhibit A, Scope of Work (Reimbursement of materials/parts included in this line)	\$	\$
4	150	Each	Tune-up package for Trimmer, consisting of labor, spark plug, fuel filter, air filter, oil, shop supplies, per STD 213, Exhibit A, Scope of Work (Reimbursement of materials/parts included in this line)	\$	\$
5	100	Each	Tune-up package for Hedge Trimmer, consisting of labor, spark plug, fuel filter, air filter, oil, shop supplies, per STD 213, Exhibit A, Scope of Work (Reimbursement of materials/parts included in this line)	\$	\$
6	25	Each	Tune-up package for Generator, consisting of labor, spark plug, fuel filter, air filter, oil, shop supplies, per STD 213, Exhibit A, Scope of Work (Reimbursement of materials/parts included in this line)	\$	\$
7	150	Each	Tune-up package for Chainsaw, consisting of labor, spark plug, fuel filter, air filter, oil, shop supplies, per STD 213, Exhibit A, Scope of Work (Reimbursement of materials/parts included in this line)	\$	\$

BID PROPOSAL

ADM-1412 (REV. 02/2021)

Attachment 1

<p>8</p>	<p>Maximum allowable expenditure for all parts, materials, and supplies per Exhibit A, Item 9. Actual cost will be reimbursed based on submitted originals receipts. This Amount Shall be 4 percent (4%) of the Actual Subtotal Amount (0.04 x Subtotal). Enter 4% in Total column</p>	<p>\$</p>
<p>1) The above quantities are estimates only and are given as a basis for comparison of bids. No guarantee is made or implied as to the exact quantity that will be needed. 2) In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail. 3) Please do not alter, modify, or change this bid proposal sheet. Any alterations, modifications, or changes to this bid proposal sheet will be grounds to reject the bid. 4) Each line item must be bid. Please do not leave any unit price column blank or this bid proposal sheet will be deemed non-responsive.</p>	<p>Total This Proposal</p>	<p>\$</p>

Attachment 3 Bid/Bidder Certification Sheet

Only an individual who is authorized to bind the bidding firm contractually shall sign the **Bid/Bidder Certification Sheet**. The signature must indicate the title or position that the individual holds in the firm. This Bid/Bidder Certification Sheet must be signed and returned along with all "required attachments" as an entire package with **original signatures**. The bid must be transmitted in a sealed envelope in accordance with IFB instructions.

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

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

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

2b. Email Address _____

3. Address _____

Indicate your organization type:

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

Indicate the applicable employee and/or corporation number:

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

Indicate the Department of Industrial Relations information:

9. Contractor Registration Number _____

Indicate applicable license and/or certification information:

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

12. Bidder' Name (Print)	13. Title
--------------------------	-----------

14. Signature	15. Date
---------------	----------

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

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

Note: A copy of your Certification is required to be included if either of the above items is checked "Yes".
 Date application was submitted to OSDS, if an application is pending: _____

Attachment 3 Bid/Bidder Certification Sheet

Completion Instructions for Bid/Bidder Certification Sheet

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

Item Numbers	Instructions
1, 2, 2a, 2b, 3	Must be completed. These items are self-explanatory.
4	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
5	Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
6	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
7	Enter your federal employee tax identification number.
8	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
9	Enter your Contractor Registration Number assigned by the Department of Industrial Relations (DIR). This Information will be used to determine if you are registered with DIR.
10	Complete if your firm holds a California contractor's license. This information will BE used to verify possession of a contractor's license for public works agreements.
11	Complete if your firm holds a PUC license. This information will be used to verify possession of a PUC license for public works agreements.
12, 13, 14, 15	Must be completed. These items are self-explanatory.
16	If certified as a Small Business Enterprise, place a check in the "yes" box, and enter your certification number on the line. If certified as a Disabled Veterans Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified to one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to the Department of General Services, Office Small Business and DVBE Services. To get certified, go to https://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Office-of-Small-Business-and-Disabled-Veteran-Business-Enterprise/Certification-Program

Attachment 6 Required Attachment Checklist

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

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

Do **not** submit the **Proposed Form of Agreement, Attachment 7**, company advertisements, brochures, informational pamphlets, or any other document unless specifically noted in the IFB Requirements and/or as listed below.

Attachments	Attachment Name/Description
Attachment 1 _____	Bid Proposal (ADM-1412)
Attachment 2 _____	Contractor Certification Clauses (CCC 04/2017). The CCC 04/2017 can also be found on the Internet at https://www.dgs.ca.gov/-/media/Divisions/OLS/Resources/CCC-042017.pdf?la=en&hash=4DE3E4DC414511AE378794200BA43EBF91C758EE .
Attachment 3 _____	Bid/Bidder Certification Sheet
Attachment 4 _____	California Civil Rights Laws Certification (ADM-0076). The ADM-0076 can also be downloaded at https://cefs2.dot.ca.gov/v2Forms/servlet/FormRenderer?frmid=ADM0076 .
Attachment 5 _____	Darfur Contracting Act Certification (ADM-0077). The ADM-0077 can also be downloaded at https://forms.dot.ca.gov/v2Forms/servlet/FormRenderer?frmid=ADM0077 .
Attachment 6 _____	Required Attachment Checklist

Attachment 7
Proposed Form of Agreement

Note to Bidders: The following pages represent a sample of the Agreement that will be awarded, if any, from this IFB. Please review it carefully and present any questions in writing to the contact identified for this IFB.

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 12A2138	PURCHASING AUTHORITY NUMBER (If Applicable)
------------------------------------	---

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

CONTRACTING AGENCY NAME
California Department of Transportation (Caltrans)

CONTRACTOR NAME
TBD

2. The term of this Agreement is:

START DATE
February 20, 2024 (estimate) or upon DGS approval, whichever is later

THROUGH END DATE
February 19, 2027 (estimate)

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

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	3
Exhibit B	Budget Detail and Payment Provisions	3
Exhibit C *	General Terms and Conditions (GTC 04/2017)	Online
+ - Exhibit D	Special Terms and Conditions	5
+ - Exhibit E	Additional Provisions	3
+ - Attachment 1	Bid Proposal ADM-1412 (Attached upon award)	2

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
TBD

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
-----------------------------	------	-------	-----

PRINTED NAME OF PERSON SIGNING	TITLE
--------------------------------	-------

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
---------------------------------	-------------

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 12A2138	PURCHASING AUTHORITY NUMBER (If Applicable)
-----------------------------	---

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Transportation (Caltrans)

CONTRACTING AGENCY ADDRESS

1727 30th St, MS 65

CITY

Sacramento

STATE

CA

ZIP

95816

PRINTED NAME OF PERSON SIGNING

TITLE

, Contract Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

**Exhibit A
 Commercial Services–State**

Scope of Work

1. Contractor agrees to provide small engine repair services for the California Department of Transportation (Caltrans), as described herein:
 Contractor shall furnish all labor, materials, parts, supplies, tools, and equipment necessary to provide as-needed repairs, services and maintenance to state-owned small engine equipped tools, power equipment, and various electric tools for the California Department of Transportation (Caltrans).
2. Subcontracting is not permitted under this Agreement. All references to subcontracting or subcontractors as found herein are not applicable to this Agreement.
3. The services shall be requested and be performed at Contractor's place of business within a 30-mile radius of the Region Office located at 1808 N Batavia Street Orange, CA 92865.
4. Any reference to Caltrans Contract Manager will also include their designee.
5. This Agreement will commence on **February 20, 2024** (estimate), or upon approval by the Department of General Services (DGS), whichever is later, and no work shall begin before that time. This Agreement is of no effect unless approved by DGS. Contractor shall not receive payment for work performed prior to approval of the Agreement and before receipt of notice to proceed by Caltrans Contract Manager. This Agreement will expire on **January 31, 2027** (estimate). The services shall be provided during normal working hours, 7:00 a.m. to 5:00 p.m., Monday through Friday, except State holidays. The parties may amend this Agreement as permitted by law.
6. All inquiries during the term of this Agreement will be directed to the project representatives listed below. Contractor shall provide advance written notice and receive advance written approval by Caltrans Contract Manager, without the necessity of an amendment, before changing the Project Manager noted below.

California Department of Transportation (Caltrans)	TBD
Section/Unit: District 12/Maintenance	
Caltrans Contract Manager: TBD	Project Manager:
Address:1808 N Batavia Street Orange, CA 92865	Address:
Business Phone Number: TBD	Business Phone Number:
Email: TBD	Email:

7. Description of Work:

- A. Contractor shall provide all labor, parts, materials, supplies, and equipment necessary to repair, service, and maintain serviceable small air-cooled engines and power tools ("Equipment"), including but not limited to, chain saws, cut-off saws, augers, hedgers, edgers, blowers, pole pruners, lawn mowers, airless sprayers, cement-mixer, de-watering pumps, paint handlers, generators, trenchers, power cutters, stump grinders, weed eaters/trimmers and other small electric equipment and tools that are substantially equivalent to equipment described above.
- B. Caltrans will deliver the Equipment to be repaired to, and pick-up the same Equipment from, Contractor's place of business between the hours of 7:00 a.m. to 5:00 p.m., Monday through Friday, except State holidays.

Exhibit A
Commercial Services--State

- C. Caltrans recognizes Contractor's need to schedule work in the order in which it is received and the ability to obtain certain specialty parts that are not in stock. At the written request of Caltrans, Contractor shall show proof of proper scheduling the work. If, in the reasonable opinion of Caltrans, there is undue delay in scheduling or completing Caltrans work in a timely manner, Caltrans may terminate the Agreement upon seven days prior written notice.
- D. Contractor shall have sufficient stock of parts on hand to make repairs within 30 days of delivery of the equipment by Caltrans. Contractor shall immediately notify Caltrans Contract Manager if specific parts required are not in stock, and Contractor shall provide the time frame needed to obtain necessary parts from the manufacturer or their respective resellers. If, in the reasonable opinion of Caltrans, parts are not in stock on a recurring basis (i.e., three (3) or more times), or the out-of-stock parts are taking too long to procure on a recurring basis (i.e., three (3) or more times), Caltrans may terminate the Agreement upon seven days prior written notice.
- E. If requested in writing by the Caltrans Contract Manager, Contractor shall provide preventative maintenance in addition to requested repairs. Preventative maintenance shall consist of inspecting, tuning, adjusting, testing, repairing, and sharpening Equipment according to manufacturer's specifications.
- F. Any delays or additional work must be reported to Caltrans Contract Manager as soon as the delay becomes likely to occur and at least two (2) days prior to the original pick-up date. If, in the reasonable opinion of Caltrans, work is performed on equipment because the costs are less than \$500 but the costs appear to be excessive on a recurring basis (i.e., three (3) or more times), Caltrans may terminate the Agreement upon seven days prior written notice.
- G. Work that does not exceed \$500 may proceed without a written estimate being provided by Contractor to Caltrans if Contractor provides a written date of pick-up prior to the start of work. However, Contractor shall provide a written estimate for approval for repair costs that exceed \$500.00, and Contractor shall also provide a written date for pick-up prior to the start of work. Any delays or additional work must be reported to Caltrans Contract Manager at least two (2) days prior to the original pick-up date.
- H. Contractor shall provide delivery tags. Delivery tags shall show the type of equipment, equipment model and/or serial number, date of delivery, and the name of the person requesting service.
- I. For additional repairs, other than originally requested by Caltrans Contract Manager, Contractor shall notify Caltrans Contract Manager by email and request approval to proceed with the requested additional repair work.
- J. Should estimate cost of repair exceed the cost of purchasing a new piece of equipment, Contractor shall notify Caltrans Contract Manager to determine whether or not to proceed with repair.
- K. Any parts that need replacement shall be replaced with new parts, and not used or refurbished parts.
- L. All manufacturer's parts and Contractor's workmanship shall be guaranteed for thirty (30) days from the date the equipment is picked up by Caltrans personnel. If the parts fail within the 30-day period of time, the parts shall be replaced by Contractor at no additional cost (parts, services, or others) to Caltrans.
- M. Repair work is subject to inspection by Caltrans Contract Manager. If the work fails the

Exhibit A
Commercial Services–State

inspection, any work that needs to be corrected shall be at Contractor's sole expense with no additional cost (parts, services, or others) to Caltrans.

8. Contractor's Responsibilities

- A. Contractor hereby unconditionally guarantees that all work shall be done in accordance with the requirements of this Agreement, and further guarantees that all work for this Agreement to be and remain free of defects in workmanship and materials for a period of 30 days from the date of acceptance of the work by Caltrans Contract Manager. Contractor hereby shall repair or replace any and all work, together with any other adjacent work which may be displaced in so doing, that may prove to be not in accordance with the requirements of this Agreement or that may be defective in its workmanship or material within the guarantee period specified, ordinary wear and tear and unusual abuse or neglect excepted, without any expense whatsoever to Caltrans.
- B. Contractor shall, within 10 calendar days after being notified in writing by Caltrans of any work not in accordance with the requirements of this Agreement, commence and prosecute with due diligence all work necessary to fulfill the terms of the guarantee and shall complete the work within a reasonable period of time. In the event Contractor fails to comply, Contractor does hereby authorize Caltrans to proceed to have such work done at Contractor's sole expense and shall honor and pay the cost and charges therefore upon demand. Caltrans will be entitled to all costs and expenses, including reasonable attorney's fees, necessarily incurred upon Contractor's refusal to honor and pay the above costs and charges. Caltrans may deduct costs from monies owed to Contractor.
- C. Contractor's rate bid shall constitute full compensation for all of Contractor's direct and indirect costs associated with furnishing all of the services, including labor, consumables, supplies, equipment, recycling/disposal and all fees necessary to complete the work. No additional compensation will be paid for specialized equipment and/or fees or costs incurred.
- D. Contractor shall comply with all applicable federal, state, county, city, and municipal laws, ordinances, rules, and regulations which in any manner affect those engaged or employed in the work to be performed.
- E. All permits and licenses, registrations, and certificates required by local ordinances will be obtained and paid for by Contractor.

9. Materials/Supplies/Parts

Contractor shall be reimbursed for the actual cost of materials/supplies/parts purchased for association with Line Item 1, to be consumed or installed at the work site in performance of the Agreement (including applicable sales tax), without additional compensation or allowance for markup. Contractor costs associated with the purchase and installation of materials/supplies/parts are included in Contractor's hourly rate for services that include wages, overhead, general, and administrative expenses and profit. Cost of materials/supplies/parts are to be substantiated by a copy of the appropriately signed original invoice verifying the actual cost and delivery of the materials/supplies/parts of Caltrans. Total expenditures for materials/supplies/parts associated with Line Item 1 shall not exceed the amount set forth in the line item for material/supplies/parts in **Bid Proposal, Attachment 1, Item 8.**

Exhibit B
Commercial Services--State

Budget Detail and Payment Provisions

1. Invoicing and Payment

- A. For services satisfactorily rendered and approved by Caltrans Contract Manager, and upon receipt and approval of the invoices, Caltrans agrees to compensate Contractor in accordance with the **Bid Proposal, Attachment 1** and this **Exhibit B**. Incomplete or disputed invoices shall be returned to Contractor, unpaid, for correction.
- B. Invoices shall be itemized in accordance with the **Bid Proposal, Attachment 1**, and shall be signed and submitted in triplicate not more frequently than monthly in arrears of the service.
- C. Each invoice shall include:
 - 1) Agreement Number **12A2138**
 - 2) Date(s) of Service
 - 3) Name and phone number of the person that requested the repair
 - 4) Type of equipment being repaired
 - 5) Hourly rates
 - 6) Original Receipts for Material and Supplies
- D. Each invoice shall be submitted in triplicate to:
 - California Department of Transportation (Caltrans)
 - District 12/maintenance
 - Attention: TBD
 - 1808 N Batavia Street
 - Orange, CA 92865

2. Budget Contingency Clause

- A. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional or legislative appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to the State of California by the United States Government or the California State Legislature for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms, or funding of this Agreement in any manner.
- C. It is mutually agreed that if Congress or State Legislature does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- D. Pursuant to Government Code Section 927.13, no late payment penalty shall accrue during any time period for which there is no Budget Act in effect, nor on any payment or refund that is the result of a federally-mandated program or that is directly dependent upon the receipt of federal funds by a State agency.

Exhibit B
Commercial Services–State

- E. Caltrans has the option to terminate the Agreement under the 30-day termination clause or to amend the Agreement to reflect any reduction of funds.

3. Prompt Payment Clause

- A. Payment will be made in accordance with, and within the time specified in, Government Code, Chapter 4.5, commencing with Section 927 and all agreements must comply with Public Contract Code Sections 10262 and 10262.5.
- B. Pursuant to Public Contract Code Section 10262, Contractor shall pay its Subcontractor(s) within seven (7) calendar days from receipt of each payment made to Contractor by Caltrans.
- C. Failure of Contractor adhering to Public Contract Code Section 10262 may result in termination of this Agreement per Public Contract Code Section 10253 and disciplinary action by the Contractors State License Board may be implemented
- D. Any subcontract entered into as a result of this Agreement shall contain all the provisions of this clause.

4. Cost Limitation

- A. Total amount of this Agreement shall not exceed **\$TBD**.
- B. It is understood and agreed that this total is an estimate and that Caltrans will pay only for those services actually rendered as authorized by Caltrans Contract Manager up to the total amount set forth in **Section A**, above.

5. Rates

Rates for these services may be found on **Attachment 1** of this document.

6. Excise Tax

State of California is exempt from Federal excise taxes, and no payment will be made for any taxes levied on employees' wages. Caltrans will pay for any applicable State or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. Caltrans may pay any applicable sales and use tax imposed by another state.

7. Cost Principles

- A. Contractor agrees that the Contract Cost Principles and Procedures in 48 Code of Federal Regulations (CFR), Part 31, and the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, in 2 CFR, Part 200, shall be used to determine the allowable individual items of cost.
- B. Any costs for which payment has been made to Contractor that are determined by subsequent audit to be unallowable under 48 CFR Part 31 or 2 CFR Part 200 are subject to repayment by Contractor to Caltrans.
- C. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this clause.

8. Costs Included in Bid Rates

The cost of employer payments to or on behalf of employees, subsistence, travel, compensation insurance premiums, unemployment contributions, social security taxes,

Exhibit B
Commercial Services–State

Agreement bond premiums, and any other taxes or assessments **including sales and use taxes** required by law or otherwise shall be included in the Agreement rates and no additional allowance will be made thereof, unless separate payment provision should specifically so provide.

Exhibit D
Commercial Services–State

Special Terms and Conditions

1. Settlement of Disputes

- A. Any dispute concerning a question of fact arising under this Agreement that is not disposed of by agreement shall be decided by Caltrans Contract Officer, who may consider any written or verbal evidence submitted by Contractor. The decision of the Caltrans Contract Officer, issued in writing, shall be Caltrans' final decision on the dispute.
- B. Neither the pendency of a dispute nor its consideration by Caltrans Contract Officer will excuse Contractor from full and timely performance in accordance with the terms of the Agreement.

2. Termination

- A. If, after award and execution of the Agreement, Contractor's performance is unsatisfactory, the Agreement may be terminated for default. Additionally, Contractor may be liable to Caltrans for damages, including the difference between Contractor's original bid price and the actual cost of performing the work by another Contractor. Default is defined as Contractor failing to perform services required by the Agreement in a satisfactory manner.
- B. Caltrans reserves the right to terminate this Agreement for any or no cause upon 30 days written notice to Contractor or immediately in the event of default or material breach by Contractor at no cost. Upon such termination, no compensation shall be due or payable to Contractor except for compensation earned through the date of termination.
- C. The State may terminate this Agreement immediately for good cause. The term "good cause" may be defined as "impossibility of performance" or "frustration of purpose", but does not include material breach, default, or termination without cause. In this instance, the Agreement termination shall be effective as of the date indicated on the State's notification to Contractor.
- D. In the event that the total Agreement amount is expended prior to expiration date, Caltrans may, at its discretion, terminate this Agreement with 30-day notice to Contractor.

3. Subcontractors

Contractor shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted.

4. Retention of Records/Audits

- A. For the purpose of determining compliance with Government Code Section 8546.7, Contractor and Subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from the date of final payment under the Agreement. The State, the State Auditor, Federal Highway Administration, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of Contractor that are pertinent to the Agreement for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.
- B. Any subcontract entered into as a result of this Agreement shall contain all the provisions of this clause.

Exhibit D
Commercial Services–State

5. Non-Solicitation

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

6. Reporting Disabled Veteran Business Enterprise (DVBE) Utilization

If this Agreement requires DVBE participation, it is the responsibility of Contractor to track DVBE goal progress and Contractor must report the actual amount paid to certified Subcontractors. Contractors must comply with Government Code Section 14841 and Military and Veterans Code Sections 999.5(d) and 999.7 by reporting the actual utilization of certified Subcontractor(s) during the performance of this Agreement. Contractor shall prepare and submit the Report of Utilization of Small/Micro Business and Disabled Veteran Business Enterprise State Funded Contracts Only (ADM-3059) (<https://forms.dot.ca.gov/v2Forms/servlet/FormRenderer?frmId=ADM3059>) to Caltrans Contract Manager with each invoice.

If Contractor fails to submit ADM-3059 with final invoice, Caltrans Contract Manager shall withhold \$10,000, or full payment if it is less than \$10,000, from final payment on Agreement until Caltrans Contract Manager receives a complete and satisfactory ADM-3059. Caltrans Contract Manager shall notify Contractor by email that Contractor must submit a complete and satisfactory ADM-3059 within 30 days from the date of the notice. If Contractor fails to fully complete and submit the ADM-3059 within this 30-day period, Caltrans shall permanently withhold payment of final invoice.

Upon Caltrans Contract Manager's request, Contractor shall provide proof of payment for the work performed by DVBE subcontractor(s).

7. Reporting Small Business/Micro Business (SB/MB) Utilization

If SB/MB Subcontractor participation is a requirement of this Agreement, Contractor must report the actual amount paid to certified Subcontractors. Contractor must comply with Government Code Section 14841 by reporting the actual utilization of certified Subcontractor(s) during the performance of this Agreement. Contractor shall prepare and submit the Report of Utilization of Small/Micro Business and Disabled Veteran Business Enterprise State Funded Contracts Only (ADM-3059) (<https://forms.dot.ca.gov/v2Forms/servlet/FormRenderer?frmId=ADM3059>) to Caltrans Contract Manager with each invoice.

8. DVBE Participation (Without Goals)

Caltrans has established no goals for the participation of DVBE for this Agreement. However, Contractor shall be fully informed respecting the California Public Contract Code Sections 10115 et seq., which is incorporated by reference. Contractor is urged to obtain DVBE Subcontractor participation should clearly defined portions of the work become available.

Exhibit D
Commercial Services–State

9. Assumption of Risk and Indemnification Regarding Exposure to Environmental Health Hazards

In addition to, and not a limitation of, Contractor's indemnification obligations contained elsewhere in this Agreement, Contractor hereby assumes all risks of consequences of exposure of Contractor's employees, agents, Subcontractors, Subcontractors' employees, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with performance of this Agreement, to any and all environmental health hazards, local and otherwise, in connection with the performance of this Agreement. Such hazards include, but are not limited to, bodily injury and/or death resulting in whole or in part from exposure to infectious agents and/or pathogens of any type, kind, or origin. Contractor also agrees to take all appropriate safety precautions to prevent any such exposure to Contractor's employees, agents, Subcontractors, Subcontractors' employees, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement. Contractor also agrees to indemnify and hold harmless Caltrans, State of California, and each and all of their officers, agents, and employees, from any and all claims and/or losses accruing or resulting from such exposure. Except as provided by law, Contractor also agrees that the provisions of this paragraph shall apply regardless of existence or degree of negligence or fault on the part of Caltrans, State of California, and/or any of their officers, agents, and/or employees.

10. Mandatory Organic Waste Recycling

It is understood and agreed that pursuant to Public Resources Code Sections 42649.8 et seq., if Contractor generates two (2) cubic yards or more of organic waste or commercial solid waste per week, Contractor shall arrange for organic waste or commercial waste recycling services that separate/source organic waste for organic waste recycling. Contractor shall provide proof of compliance, i.e. organic waste recycling services or commercial waste recycling services that separate/source organic waste recycling, upon request from Caltrans Contract Manager.

11. Laws to be Observed

Contractor shall keep fully informed of all existing and future State and Federal laws and county and municipal ordinances and regulations which in any manner affect those engaged or employed in the work, the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Contractor shall at all times observe and comply with and shall cause all agents and employees to observe and comply with, all such existing and future laws, ordinances, regulations, orders, and decrees of bodies or tribunals having any jurisdiction or authority over the Agreement. Contractor shall protect and indemnify the State of California and all officers and employees thereof connected with the work against any claim, injury, or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by Contractor, its Subcontractor(s), or an employee(s). If any discrepancy or inconsistency is discovered in the plans, drawings, specification, or Agreement for the work in relation to any such law, ordinance, regulation, order, or decree, Contractor shall immediately report the same to Caltrans Contract Manager in writing.

12. Specific Legal References

Any reference to specific statutes, regulations, or other legal authority in this Agreement shall not relieve Contractor from the responsibility of complying with all existing and future laws, ordinances, regulations, orders, and decrees of bodies or tribunals having any jurisdiction or authority over the Agreement.

Exhibit D
Commercial Services–State

13. Equipment Indemnification

- A. Contractor shall indemnify Caltrans for any claims against Caltrans for loss or damage to Contractor's property or equipment during its use under this Agreement and shall at Contractor's own expense maintain such fire, theft, liability, or other insurance as deemed necessary for this protection. Contractor assumes all responsibility which may be imposed by law for property damage or personal injuries caused by defective equipment furnished under this Agreement or by operations of Contractor or Contractor's employees under this Agreement.
- B. Any subcontract entered into as a result of this Agreement shall contain all the provisions of this clause.

14. Force Majeure

Neither party shall be liable to the other for any delay in, or failure of, performance, nor shall any such delay in, or failure of, performance constitute default, if such delay or failure is (directly or indirectly) caused by "Force Majeure" without the fault, intentional act, or negligence of the Contractor. As used in this section, "Force Majeure" shall include, but shall not be limited to, acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, interruption in service by a regulated utility, or governmental statutes or regulations superimposed after the fact.

15. Employment of Undocumented Workers

By signing this Agreement, Contractor swears or affirms that it has not, in the preceding five (5) years, been convicted of violating a State or Federal law relative to the employment of undocumented workers.

16. ADA Compliance

All entities that provide electronic or information technology or related services that will be posted online by Caltrans must be in compliance with Government Code Sections 7405 and 11135 and the Web Content Accessibility Guidelines (WCAG) 2.0 or subsequent version, published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success. All entities will respond to and resolve any complaints/deficiencies regarding accessibility brought to their attention.

17. Electronic Signatures

Each party agrees that electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures for this Agreement. Documents that are referenced by this Agreement may still require manual signatures.

18. Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order [N-6-22](#) (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for terminations of this agreement. The

Exhibit D
Commercial Services–State

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

Exhibit E
Commercial Services–State

Additional Provisions

1. General Provisions Required in all Insurance Policies

- A. Deductible: Contractor is responsible for any deductible or self-insured retention (SIR) contained within the insurance program.
- B. Coverage Term: Coverage must be in force for the complete term of this Agreement. If insurance expires during the term of this Agreement, a new certificate must be received by the Caltrans Contract Manager at least 10 days prior to the expiration of the insurance. Any new insurance must continue to comply with the original terms of this Agreement.
- C. Policy Cancellation or Termination and Notice of Non-Renewal: Contractor shall provide, to the Caltrans Contract Manager within five (5) business days, following receipt by Contractor, a copy of any cancellation or non-renewal of insurance required by this Agreement. In the event Contractor fails to keep, in effect at all times, the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event, subject to the provisions of this Agreement.
- D. Primary Clause: Any required insurance contained in this Agreement shall be primary, and not excess or contributory, to any other insurance carried by the State.
- E. Inadequate Insurance: Inadequate or lack of insurance does not negate Contractor's obligations under this Agreement.
- F. Endorsements: Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- G. Insurance Carrier Required Rating: All insurance companies must carry a rating acceptable to the Department of General Services, Office of Risk and Insurance Management (ORIM). If Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required. Department of General Services, ORIM Website: <https://www.dgs.ca.gov/ORIM>.
- H. Contractor shall include all of its subcontractors as insureds under Contractor's insurance or supply evidence of insurance to the State equal to the policies, coverages, and limits required of Contractor.
- I. The State will not be responsible for any premiums or assessments on the policy.

2. Insurance Requirements

- A. Commercial General Liability
 - 1) Contractor shall maintain general liability on an occurrence form with limits not less than **\$1,000,000** per occurrence and **\$2,000,000** aggregate for bodily injury and property damage liability. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to Contractor's limit of liability.

Exhibit E
Commercial Services–State

2) The policy must include:

Caltrans, State of California, its officers, agents, employees, and servants are included as additional insured but only with respect to work performed under this Agreement.

3) This endorsement must be supplied under form acceptable to DGS, ORIM.

B. Automobile Liability

Contractor shall maintain motor vehicle liability with limits not less than **\$1,000,000** combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle, including owned, hired, and non-owned motor vehicles. The same additional insured designation and endorsement required for general liability is to be provided for this coverage.

C. Workers' Compensation and Employer's Liability

Contractor shall maintain statutory workers' compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Agreement. Employer's liability limits of **\$1,000,000** are required. When work is performed on State owned or controlled property, the workers' compensation policy shall contain a waiver of subrogation in favor of the State. The waiver of subrogation endorsement shall be provided to Caltrans Contract Manager.

D. Satisfying a Self-Insured Retention (SIR)

All insurance required by this Agreement must allow, but not require, the State to pay any SIR and/or act as Contractor's agent in satisfying any SIR. The choice to pay any SIR and/or act as Contractor's agent in satisfying any SIR is at the State's discretion. If the State chooses to pay any SIR and/or act as Contractor's agent in satisfying any SIR, Contractor shall reimburse the State for the same.

E. Available Coverages/Limits

In the event the insurance coverages obtained by Contractor is broader in scope than, and/or the limits are higher than, those required under the contract, all such broader coverage and/or higher limits available to Contractor shall also be available and applicable to the State.

3. Motor Carrier Permit Requirements

A. Contractor is responsible for determining whether California Vehicle Code Sections 34601 and 34620 require Contractor to have a valid Motor Carrier Permit(s) (MCP) issued by the Department of Motor Vehicles (DMV) in order for Contractor to lawfully perform any part or aspect of the work described in **Exhibit A, Scope of Work**, and, if California Vehicle Code Sections 34601 and 34620 do require same for any part or aspect of such work, Contractor must have a valid MCP issued from the DMV for its services as a Motor Carrier of Property under this Agreement. Contractor shall pay any required fees necessary to obtain and maintain in good standing during the entire term of this Agreement any such required MCP(s).

B. MCP(s), if any, required for Contractor's Motor Carriers of Property under California Vehicle Code Sections 34601 and 34620 shall be on file with Contractor for the duration of this Agreement. Upon request of Caltrans Contract Manager or their designee, Contractor must immediately provide to Caltrans a copy of the required MCP(s), if any.

Exhibit E
Commercial Services–State

4. Licenses and Permits

- A. Contractor shall be an individual or firm qualified to do business in California and shall obtain at its expense all license(s) and permit(s) required by law for any work under this Agreement.
- B. If Contractor is a California or foreign corporation, Contractor must be registered and active/in good standing with the California Secretary of State.
- C. If Contractor is any other business entity, Contractor must be registered and active/in good standing with the California Secretary of State, to the extent applicable.
- D. In the event any license(s) and/or permit(s) expire at any time during the term of this Agreement, Contractor agrees to provide Caltrans Contract Manager a copy of the renewed license(s) and/or permit(s) within 30 days following the expiration date. In the event Contractor fails to keep in effect at all times all required license(s) and permit(s), the State may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

5. Prohibition of Delinquent Taxpayers

Public Contract Code Section 10295.4 prohibits the State from entering into an Agreement for goods or services with any taxpayer, whose name appears on either list maintained by the California Department of Tax and Fee Administration or the Franchise Tax Board pursuant to Revenue and Taxation Code Sections 7063 and 19195, respectively, of the 500 largest tax delinquencies. Public Contract Code Section 10295.4 provides no exceptions to these prohibitions.