

California Department of Transportation



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

February 6, 2024

Invitation for Bid (IFB) IFB # 07A5771 Notice to Prospective Bidders

You are invited to review and respond to this **IFB 07A5771**, titled **Painting Services in Los Angeles and Ventura Counties**. 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), SBs for the purpose of Public Works (SB-PW) and Contractors willing to commit to subcontracting a minimum of twenty-five percent (25%) of their net bid price to certified SBs, or MBs (if applicable) are encouraged to submit bids. See **Section D, Special Programs, Item 1**, in this IFB for requirements.

The DVBE Participation Program applies, and a **three percent (3%)** participation is required for this IFB. The DVBE Incentive Program may also 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>.

This Agreement requires Prevailing Wages if the total bid amount exceeds \$15,000. If the total bid amount is under \$15,000, then Prevailing Wage language will be removed prior to award. Refer to **Attachment 16, Proposed Form of Agreement**, for requirement details.

The designated contact person for this IFB is:

Adrienne Taylor
California Department of Transportation (Caltrans)
Email address: adrienne.taylor@dot.ca.gov
Phone: (279) 234-2380

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,

Adrienne Taylor

Contract Analyst

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 - Exhibit E, Additional Provisions

A) Purpose and Description of Services

1. Contractor shall furnish all labor, materials, parts, equipment, and incidentals necessary to provide miscellaneous painting services to Caltrans, as described in this Agreement.
2. Refer to the **Proposed Form of Agreement, Exhibit A**, which is attached to this IFB as **Attachment 16** for a more complete description of services.

B) Bidder’s Minimum Qualifications

1. The bidder or subcontractor shall have, at time of bid submittal and for the duration of this Agreement, a valid, current **C-33 Painting and Decorating Contractor** license and a **HAZ-Hazardous Substance Removal** certification issued by the California Contractor's State License Board (CSLB) for the type of work to be performed.
2. The bidder or subcontractor shall have, at the time of bid submittal and for the duration of this Agreement, a valid, current Lead Worker Certificate issued by the California Department of Public Health (CDPH) and must provide a copy of the current and valid Certificate with its bid submittal.
3. The bidder or subcontractor shall have at the time of bid submittal and for the duration of this Agreement, a valid, current lead Renovation, Repair or Painting (RRP) or Abatement Certificate issued by the Environmental Protection Agency (EPA) and must provide a copy of the current and valid Certificate with its bid submittal.
4. Bidder shall have at least five (5) years of experience performing painting services. Bidder shall provide verification of this experience by submitting completed Experience Letters, Attachment 13, with their bid package at the time of bid submittal.
5. By submitting its bid, Bidder certifies, under penalty of perjury, that its Contractors State License Board (CSLB) license is in a classification appropriate to the work to be undertaken as identified in the **Proposed Form of Agreement, Exhibit A, Scope of Work, Attachment 16**. This requirement has also been added in the **Proposed Form of Agreement, Exhibit E, Attachment 16**. Refer to **Section C, Bid Requirements and Information, Section 11, Contractor’s License**, for submittal requirements. Caltrans will verify bidder’s Contractor License, and any Subcontractor Licenses, so it is not necessary to provide a copy.
6. Failure of Bidder to sufficiently meet 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	02/06/2024	
Written Question Submittal	02/12/2024	
Final Date and Time for Bid Submission	02/22/2024	2:00 p.m.
Bid Opening	02/22/2024	2:30 p.m.
Proposed Award Date (estimate)	03/05/2024	

2. Questions and Answers

- A. Questions regarding this IFB must be submitted in writing by **February 12, 2024**. Bidders are encouraged to submit their written questions via e-mail to adrienne.taylor@dot.ca.gov.

- B. Written questions must include: the individual's name, firm name, e-mail address and must reference **IFB No. 07A5771**. Questions must be sent to one of the following:

Email: adrienne.taylor@dot.ca.gov

Or mail to:

California Department of Transportation (Caltrans)
Division of Procurement and Contracts
Attention: Adrienne Taylor
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 Cal eProcure 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. 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. Employment of Undocumented Workers

No State agency or department, as defined in California Public Contract Code Section 10335.7, that is subject to this code, shall award a public works contract to a bidder or contractor, nor shall a bidder or contractor be eligible to bid for or receive a Public Works Agreement, who has, in the preceding five (5) years, been convicted of violating a State or Federal law regarding the employment of undocumented workers (Pub. Cont. Code Section 6101).

5. Small Business Preference

SB Preference will be granted on this IFB. Only firms certified as a Small Business, Micro Business, or Small Business for the purpose of Public Works (SB-PW) with the Department of General Services (DGS), Office of Small Business and DVBE Service (OSDS), or contractors who commit to subcontracting a minimum of 25 percent (25%) of their net bid price to SB, MB, or SB-PW, in the categories most appropriate to accomplish the prescribed services, will be granted this preference. For more information, refer to Section D) Special Programs, as well as 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>.

6. State General Prevailing Wage Rates

State General Prevailing Wage Rates will apply for the Counties of Los Angeles and Ventura as described in the attached **Proposed Form of Agreement, Attachment 16**. The predetermined general prevailing wage rates published by the Director of Industrial Relations may be obtained via the Internet at: <https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. It is the bidder's responsibility to use the correct classification determination published by the Department of Industrial Relations (DIR). Bidder must submit a completed **Bidder's Acknowledgement of Prevailing Wage Requirements, Attachment 6** with the bid package.

7. 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.

8. 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.

9. Contractor Registration Program

- A. No Contractor or Subcontractor may be listed on a bid proposal for a contract with prevailing wages unless registered with the Department of Industrial Relations (DIR), pursuant to Labor Code Section 1725.5 with limited exceptions from this requirement for bid purposes only under Labor Code Section 1771.1(a).
- B. No Contractor or Subcontractor may be awarded an agreement with prevailing wages unless registered with DIR pursuant to Labor Code Section 1725.5.
- C. Caltrans will verify each of the registration numbers prior to Agreement award. Bidders that do not possess the required DIR registration will be deemed non-responsive and rejected from further consideration in the solicitation process.

10. Contractor's License

Bidder must have, at time of bid submittal and for the duration of the contract, a valid, current **C-33 Painting and Decorating** license and a **HAZ-Hazardous Substance Removal** license issued by the CSLB, for the type of work to be performed. Bidder shall obtain, pay for, and maintain, in good standing, all necessary licenses and permits to accomplish the work. Bidders will be considered non-responsive unless proper licensing requirements are met. An invalid license will result in rejection of the bid. Positive verification of a valid license issued by the CSLB will be performed by Caltrans (Bus. and Prof. Code Section 7028.15).

11. Subcontractors

Bidder may subcontract portions of the work as defined in the attached **Proposed Form of Agreement**. If subcontractors are used, complete the **Bidder Declaration (GSPD-05-105), Attachment 2**, which must be downloaded at: <https://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd05-105.pdf>. Bidder must ensure that the subcontractor(s) will have all necessary licenses, permits, and/or certifications to accomplish its

portion of the work. Failure of a subcontractor(s) to have the proper licenses, permits, and/or certifications, shall be cause for rejection of bid.

12. 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.

13. Non-Collusion Declaration for Public Works

Bidder must submit, as described herein, a Non-Collusion Declaration for Public Works. The **Non-Collusion Declaration** is attached to this IFB as **Attachment 4**. Failure to submit a complete declaration shall result in rejection of the bid.

14. Bonds

- A. Bidder's Bond (ADM-2010) is required for bids \$388,000 and greater: Bidder shall submit a *bid bond (executed by an admitted surety insurer) with bid as described herein. The bidder's bid bond shall be no less than 10 percent (10%) of bidder's total bid, must be notarized and include the embossed surety seal, and must include a Power of Attorney if the signee is not an officer of the surety. Submittal of a bid bond that is not in the appropriate amount, signed and stamped with the surety seal, or failure to submit a bid bond, shall be cause for rejection of bid. *The bidder may also submit, in lieu of a Bidder's Bond, one of the following forms of bidder's security: cash, cashier's check, or certified check made payable to Caltrans. Refer to **Attachment 14**. The Bidder's Bond must be downloaded at <https://forms.dot.ca.gov/v2Forms/servlet/FormRenderer?frmid=ADM2010>.
- B. Payment Bond Requirement: The successful bidder will be required to provide, prior to commencement of work under a Service Request, a Payment Bond for one hundred percent (100%) of the total Service Request, if the Service Request price is \$25,000 or more. The Payment Bond is not required at the time of bid submittal; however, it is required, as applicable, prior to the start date of the Service Request. Refer to **Proposed Form of Agreement, Exhibit D, Item 14, Bonds, Attachment 16**.

15. Insurance

- A. The bidder who receives the Agreement award, should provide a Certificate of Insurance providing proof of insurance to the Division of Procurement and Contracts within 10 working days after 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 16**, 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.

16. 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 9**, 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>.

17. 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 10**, and submit with the proposal. The Darfur Contracting Act Certification must be downloaded at <https://forms.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).

18. Iran Contracting Act

- A. Pursuant to the Iran Contracting Act of 2010 (Pub. Cont. Code Sections 2200 et seq., hereinafter "the Act"), persons identified on the list established under Public Contract Code Section 2202.5 (hereinafter "List") are ineligible to bid on, submit a proposal for, enter into, or renew any Agreement with the State for goods or services of one million dollars or more.

- B. Any person who submits a bid or proposal must complete and submit to Caltrans with its bid proposal, the **Iran Contracting Act Certification (ADM-0078), Attachment 11**, certifying that it is not on the most current List unless the person is exempted from the certification requirement by Public Contract Code Section 2203(c) or (d). If claiming an exemption, the person shall provide written evidence that supports an exemption under Public Contract Code Section 2203(c) or (d) with its bid or proposal. The Iran Contracting Act Certification must be downloaded at <https://forms.dot.ca.gov/v2Forms/servlet/FormRenderer?frmId=ADM0078>.
- C. Any person, for an Agreement that is exempt from bidding or is renewed, or for whom an Agreement is otherwise awarded by the State, must complete and submit to Caltrans the **ADM-0078**, certifying that it is not on the most current List, before the Agreement has been executed by the parties, unless the person is exempted from the certification requirement by Public Contract Code Section 2205(c) or (d). If claiming an exemption, the person shall provide written evidence that supports an exemption under Public Contract Code Section 2203(c) or (d), before execution of the Agreement.

19. 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 the Contractor’s bid/proposal any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination by the State.

20. 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. 07A5771 Bid Due Date: February 22, 2024 Bid Due Time: 2:00 p.m. Bid Opening Date: February 22, 2024 Bid Opening: 2:30 p.m. Attention: Adrienne Taylor
	California Department of Transportation (Caltrans) Division of Procurement and Contracts ATTN: Bid Unit 1727 30th Street, 4 th 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 15**. Bids not including the required attachment(s) may 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 a 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 (916) 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 21, Evaluation and Selection** below.
- 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 5**. The signature must also indicate the title or position that the individual holds in the firm. An unsigned **Bid/Bidder Certification Sheet** 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, at DPAC.BidUnit@dot.ca.gov, 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. Please contact the Caltrans analyst located on page 1 of this IFB with any questions.

- 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 3**, 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>.

21. 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.

22. 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.

23. 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 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 Caltrans has decided the matter. The written protest must be sent, either via e-mail or regular mail, to the address below:

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
Email: DPAC.Protest.Disputes.Terminations@dot.ca.gov
Phone Number: (916) 639-6340

- B. Within five (5) days after filing the initial protest, the protesting bidder shall file with 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: Email is the preferred method of Protest delivery, but if a Protest is being submitted by mail it is suggested that you send by certified or registered mail.

24. Standard Conditions of Service

- A. After award and execution of the Agreement, should Contractor fail to commence work within five (5) working days after notification of the starting date, or suspend work for a period of five (5) continuous working days after work has begun, Caltrans may provide five (5) calendar days written notice, posted at the job site or mailed to Contractor, to timely prosecute and complete the work or the Agreement may be terminated and liquidated damages of \$500.00 assessed for administrative costs for re-bidding the work or awarding the work to another Contractor. In addition, Contractor shall be liable to Caltrans for the difference between Contractor's bid price and the actual cost of performing the work by the second low 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) Contractor offers and agrees and will require all of other subcontractors and suppliers to agree to assign to the awarding body all rights, title, and interest in and to all causes of action they 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, services, or materials

pursuant to the public works contract or subcontract. The assignment made by contractor and all additional assignments made by subcontractors and suppliers shall be deemed to have been made and will become effective at the time the awarding body tenders final payment to Contractor without further acknowledgment or the necessity of tendering to the awarding body any written assignments.

- 2) If an awarding body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under Government Code Sections 4550-4554, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, on demand, recover from the public body any portion of the recovery, including treble damages, and attributable overcharges that were paid by the assignor but were not paid by the public body as a part of the bid price, less the expenses incurred in obtaining that portion of the recovery. On demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under Government Code Sections 4550-4554 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.

D) Special Programs

The following Special Programs are applicable to this IFB.

1. Small Business (SB), Microbusiness (MB), or Small Business for the Purpose of Public Works (SB-PW) 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 or SB-PW. References to a small business (SB) shall also include micro-business (MB) and SB-PW. 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 preference, the 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 5** and attach a copy of your certification. Additionally, the contractor may satisfy the non-SB requirements described below.
- C. Pursuant to Government Code Section 14838 and 2 CCR Section 1896, if a bidder is not a certified SB, but wishes to be eligible for the five percent (5%) non-small business (NSB) preference, the bidder must subcontract at least twenty five percent (25%) of its net bid price to one or more certified SBs. If bidder is claiming the five percent (5%) non-SB (NSB) preference, complete Section 17 of the **Bid/Bidder Certification Sheet, Attachment 5** and **Bidder Declaration (GSPD-05-105), Attachment 2**, which must be downloaded at <https://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd05-105.pdf>. The bidder shall list the names of all certified SB firms being claimed for credit. For each certified SB subcontractor listed, the bidder shall submit a copy of the quotes from each SB (on the SB's company letterhead) as **Attachment 12, "Quotes from SB or DVBE Subcontractors."**
- D. This preference shall not be awarded to a noncompliant bidder and shall not be used to achieve any applicable minimum requirements.
- E. Certified SB and MB bidder(s) shall have precedence over NSB bidders in the application of SB preference(s).

- F. SB preferences may not be applied to any bid deemed non-responsive with the solicitation instructions or from a non-responsible bidder.
- G. Questions regarding the certification approval process or SB program should be directed to OSDS at (800) 559-5529 or (916) 375-4940, or email: osdshelp@dgs.ca.gov.
- H. 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
- I. 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 Participation Requirements:

- 1) The required DVBE participation requirement for this IFB is **three percent (3%)**. The resultant Agreement is financed with State funds and subject to Public Contract Code Section 10115 et seq., Military and Veterans Code Section 999 et seq., and Title 2, California Code of Regulations, Sections 1896.60 (2 CCR Section 1896.60) et seq., that provides contracting opportunities for qualified DVBEs certified by the DGS. The DVBE Incentive Program will also apply—see **paragraph B, DVBE Incentive Program, below**.
- 2) Bidder shall complete and submit the **Bid/Bidder Certification Sheet, Attachment 5; Bidder Declaration (GSPD-05-105), Attachment 2; and the Disabled Veteran Business Enterprise Declarations (STD 843), Attachment 8**. Bidder shall complete or collect STD 843(s) when the following situations occur:
 - Bidder is DVBE (prime) Contractor.
 - Bidder subcontracts with any DVBE firm. Bidder collects and submits with its bid package a completed and signed STD 843 from each of the DVBE subcontractor(s) listed on the GSPD-05-105.

Failure to provide required DVBE information will result in the bid being rejected as non-responsive. For each certified DVBE subcontractor listed on the **Bidder Declaration, GSPD-05-105**, the bidder shall submit a copy of the quotes from each DVBE as proof of commitment.

- 3) Please review the DVBE Program Requirements: <https://www.dgs.ca.gov/-/media/Divisions/PD/OSDS/Certification/DVBE/DVBEProgramRequirements.pdf?la=en&hash=FBCA257A3ED083F3DBB85ECEEB37013CBCF0545C>
- 4) Additional references: <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>.

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 of Regulations, Sections 1896.99 (2 CCR Section 1896.99) et seq., to encourage bidders to partner with DVBE subcontractors. 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 Tables in paragraph 3) below is eligible to receive the incentive. Bidders who are not

responsive and responsible regardless of the amount of DVBE participation are not eligible to receive the incentive.

- 2) Caltrans will apply an incentive to bids proposing the utilization of DGS-certified DVBE firms identified on the **Bidder Declaration (GSPD-05-105)**. Information provided on the **GSPD-05-105** shall be verified by Caltrans prior to the award of the Agreement. The incentive amount is equal to a percentage of the lowest responsive and responsible bid based on the amount of DVBE participation in the bid being evaluated per the Tables below.

- 3) Tables for IFB (Low Price Method)

Required 3% Participation

Verified DVBE Participation	DVBE Incentive Amount
5% or more	5%
4.5%-4.99%	4%
4.0%-4.49%	3%
3.5%-3.99%	2%
3.0%-3.49%	1%

- 4) When applying the DVBE Incentive, an NSB shall not displace 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.	7000	Hourly	Provide routine painting services per Exhibit A, Scope of Work	\$	\$
2.	13000	Hourly	Provide routine painting services per Exhibit A, Scope of Work. Each additional worker	\$	\$
3.	1500	Hourly	Provide non-routine painting services per Exhibit A, Scope of Work	\$	\$
4.	1500	Hourly	Provide non-routine painting services per Exhibit A, Scope of Work. Each additional worker	\$	\$
5.	Subtotal (Line Items 1 - 4)				\$
6.	Maximum allowable expenditure for all parts, materials, and supplies per Exhibit A, Item X . Actual cost will be reimbursed based on submitted originals receipts. This Amount Shall be five percent (5%) of the Actual Subtotal Amount (0.05 x Subtotal). Enter five (5%) in Total column				\$
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.				Total This Proposal (Total of lines 5 and 6)	\$

Attachment 4
Non-Collusion Declaration to Be Executed By
Bidder and Submitted with Bid for Public Works

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____
(date), at _____ (city), _____ (state).

Print or Type Name

Date

Signature

Attachment 5 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. I have read and understand the DVBE participation requirements and have included documentation demonstrating that I have met the participation requirements.
- D. 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.
- E. 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 ()
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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
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Indicate the applicable employee and/or corporation number:

7. Federal Employee ID No. (FEIN)	8. California Corporation No.
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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-
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12. Bidder' Name (Print)	13. Title
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14. Signature	15. Date
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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: _____
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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: _____

17. Are you a Non-Small Business committing to the use of 25% Certified Small Business Subcontractor Participation?
 Yes No
 If Yes, complete and return the Bidder Declaration form, GSPD-05-105 with your bid.

Attachment 5 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/Services/Page-Content/Procurement-Division-Services-List-Folder/Certify-or-Re-apply-as-Small-Business-Disabled-Veteran-Business-Enterprise?search=SB/DVBE%20Certification
17	Check the applicable box. Complete and return GSPD-05-105 with your Bid.

Attachment 6
Bidder's Acknowledgement of Prevailing Wage Requirements

_____ acknowledges this contract is a Public Works

Print Name of Bidder

Contract subject to the requirements of Labor Code Sections 1720-1861.

If awarded this Agreement, I acknowledge it will be my responsibility to ensure that all prevailing wage requirements are met, including, but not limited to the payment of appropriate prevailing wages rates to all employees who participate and perform services under this Agreement, Department of Industrial Relations registration, submittal of weekly certified payroll records, and employment of apprentices throughout the duration of this Agreement.

Prime Bidder's Signature

Date

(Revision Date 1-2022)

PLEASE READ THE REQUIREMENTS AND INSTRUCTIONS CAREFULLY BEFORE YOU BEGIN.

AUTHORITY

The Disabled Veteran Business Enterprise (DVBE) Participation Goal Program for State contracts is established in Public Contract Code (PCC), §10115 et seq., Military and Veterans Code (MVC), §999 et seq., and California Code of Regulations (CCR), Title 2, §1896.61 et seq.

DVBE PARTICIPATION

The minimum percentage of DVBE participation is **3%** for this solicitation *unless* another percentage is specified in the solicitation, or the solicitation is exempt from DVBE participation.

DVBE INCENTIVE

An incentive will be given to bidders who provide DVBE participation, *unless* stated elsewhere in the solicitation the DVBE Incentive has been exempted.

INTRODUCTION

The bidder must complete the identified form(s) and fully document that the mandatory minimum percent of DVBE participation will be met in order to comply with this solicitation's DVBE program requirement or the bid may be considered non-responsive.

Information submitted by the Bidder to comply with this solicitation's DVBE requirements will be verified by the State. If evidence of an alleged violation is found during the verification process, the State shall initiate an investigation, in accordance with the requirements of PCC §10115, et seq., and MVC §999 et seq., and follow the investigatory procedures required by 2 CCR §1896.91. Contractors found to be in violation of these provisions may be subject to suspension from doing business with the State of California, contract termination, civil penalties, and loss of State certifications.

Only State of California, Office of Small Business and DVBE Services (OSDS), certified Disabled Veteran Business Enterprises (hereafter called "DVBE") who will perform a commercially useful function (CUF) shall be used to satisfy the DVBE requirements. The term "DVBE contractor, subcontractor or supplier" means any person or entity that satisfies the ownership (or management) and control requirements of 2 CCR §1896.81, is certified in accordance with 2 CCR §1896.84, and provides services or goods that contribute to the fulfillment of the contract requirements by performing a commercially useful function as required in MVC §999(B). A certification signed under penalty perjury that the work performed by DVBE subcontractors serves a CUF is required from the bidder per MVC §999.10(a)(3). Bidders must also verify each DVBE subcontractor's certification status with OSDS to ensure DVBE participation eligibility prior to submitting bids. A DVBE that is not certified at the time of award or does not meet and maintain certification cannot count towards an awarding department's 3-percent goal. {MVC §999.5(c)}

COMMERCIALLY USEFUL FUNCTION DEFINITION

As defined in MVC §999(B), a person or an entity is deemed to perform a "commercially useful function" if a person or entity does all of the following:

- Is responsible for the execution of a distinct element of the work of the contract.
- Carries out the obligation by actually performing, managing, or supervising the work involved.
- Performs work that is normal for its business services and functions.
- Is responsible, with respect to products, inventories, materials, and supplies required for the contract, for negotiating price, determining quality and quantity, ordering, installing, if applicable, and making payment.
- Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.

(Revision Date 1-2022)

A contractor, subcontractor, or supplier will not be considered to perform a “commercially useful function” if the contractor's, subcontractor's, or supplier's role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of disabled veteran business enterprise participation.

DVBE SUBSTITUTION

Bidders must use the DVBE subcontractors or suppliers proposed in the bid. Any substitutions must be requested in writing to the awarding department and approved by both the awarding department and OSDS in writing prior to the commencement of any work by the proposed DVBE. The substitution must be to perform the same work and shall maintain the minimum level of DVBE participation stated in original bid. {MVC §999.5(g)}

DVBE SUBCONTRACTOR REPORTING

Bidders awarded a contract with a commitment to use DVBE subcontractors must certify, upon completion of contract, that all payments have been made to the DVBE subcontractors by submitting the Prime Contractor's - DVBE Subcontracting Report (STD 817). For such contracts awarded on or after January 1, 2021, the department will withhold \$10,000 from the final payment, or the full payment if the final payment is less than \$10,000 from prime contractors, until the complete and accurate STD 817 is received. Failure to submit this certification after given the opportunity to cure, will result in the department permanently deducting \$10,000 from the final payment or the full payment if less than \$10,000. {MVC §999.7}

Prime contractor shall provide proof of payments made to DVBE subcontractors at the request of the department. The department shall keep all information provided by the prime contractor regarding the DVBE program requirements in the procurement file for six years. {MVC §999.55}

PLEASE READ ALL INSTRUCTIONS CAREFULLY

These instructions contain information about the DVBE program requirements, bidder responsibilities, and the DVBE Bid Incentive. Bidders are responsible for thorough review and compliance with these instructions.

To meet the DVBE program requirements, bidders must complete and fully document compliance with the following:

PARTICIPATION COMMITMENT

Bidders must commit to meet or exceed the DVBE participation requirement in this solicitation by either Method A1 (bidder is a California certified DVBE) or A2 (bidder is not a California certified DVBE). Bidders must document DVBE participation commitment by completing and submitting all forms and documentation necessary to support meeting CUF. Forms include the Bidder Declaration (DGS PD-05-105) and (DGS PD 843) DVBE Declarations located elsewhere in the solicitation, the Confirmation Letter/Form and Certification of CUF Compliance (MVC 999.10(a)(3)) as described below, and any other requested documentation. Failure to complete and submit the required form(s) as instructed will render the bid non-responsive.

METHOD A1. CERTIFIED DVBE BIDDER:

- a. Commit to perform the participation goal percentage of the contract bid amount with its own resources or in combination with another DVBE(s).
- b. Document DVBE participation on the Bidder Declaration DGS PD-05-105 for the Prime and all subcontractors (any person, firm, corporation that will participate in fulfilling any part of the contract.).
- c. Submit a signed certification under penalty of perjury that the work performed by each DVBE subcontractor listed on the contract is CUF compliant.
- d. Submit a written Confirmation Letter/Form from each DVBE subcontractor identified on the Bidder

**CALIFORNIA DISABLED VETERAN BUSINESS ENTERPRISE (DVBE)
PROGRAM REQUIREMENTS
(Revision Date 1-2022)**

Declaration. The written confirmation must include the solicitation number and be signed by the Bidder and the DVBE subcontractor(s). The written confirmation shall include, but is not limited to, the DVBE scope of work, work to be performed by the DVBE, term of intended subcontract with the DVBE, anticipated dates the DVBE will perform required work, rate and conditions of payment and total amount to be paid to the DVBE. Failure to submit signed confirmations with the bid may render the bid non-responsive. If further verification is necessary, the State will obtain additional information to verify compliance with the above requirements.

- e. DGS PD 843 DVBE Declarations form for all DVBE participants (prime or sub).

METHOD A2. NON-DVBE BIDDER:

- a. Commit to using DVBE(s) to perform the participation goal percentage of the contract bid amount.
- b. Document DVBE participation on the Bidder Declaration DGS PD-05-105.
- c. Submit a signed certification under penalty of perjury that the work performed by each DVBE subcontractor listed on the contract is CUF compliant.
- d. Submit a written Confirmation Letter/form from each DVBE subcontractor identified on the Bidder Declaration. The written confirmation must include the solicitation number and be signed by the Bidder and the DVBE subcontractor(s). The written confirmation shall include, but is not limited to, the DVBE scope of work, work to be performed by the DVBE, term of intended subcontract with the DVBE, anticipated dates the DVBE will perform required work, rate and conditions of payment and total amount to be paid to the DVBE. Failure to submit signed confirmations with the bid may render the bid non-responsive. If further verification is necessary, the State will obtain additional information to verify compliance with the above requirements.
- e. DGS PD 843 DVBE Declarations form for all DVBE participants (prime or sub).

DVBE BID INCENTIVE

Unless stated elsewhere in the solicitation that the DVBE incentive has been waived, in accordance with Section 999.5(a) of the Military and Veterans Code an incentive will be given to bidders who provide DVBE participation. For evaluation purposes only, the State shall apply an incentive to bids that propose California certified DVBE participation as identified on the Bidder Declaration DGS PD-05-105, (located elsewhere within the solicitation document) and confirmed by the State. The incentive amount for awards based on low price will vary in conjunction with the percentage of DVBE participation. Unless a table that replaces the one below has been expressly established elsewhere within the solicitation, the following percentages will apply for awards based on low price.

Confirmed DVBE Participation of:	DVBE Incentive:
5% or Over	5%
4% to 4.99% inclusive	4%
3% to 3.99% inclusive	3%

As applicable: (1) Awards based on low price - the net bid price of responsive bids will be reduced (for evaluation purposes only) by the amount of DVBE incentive as applied to the lowest responsive net bid price. If the #1 ranked responsive, responsible bid is a California certified small business, the only bidders eligible for the incentive will be California certified small businesses. The incentive adjustment for awards based on low price cannot exceed 5% or \$100,000, whichever is less, of the #1 ranked net bid price. When used in combination with a preference adjustment, the cumulative adjustment amount cannot exceed \$100,000.

(2) Awards based on highest score - the solicitation shall include an individual requirement that identifies incentive points for DVBE participation.

(Revision Date 1-2022)

RESOURCES AND INFORMATION TO LOCATE DVBE SUPPLIERS

AWARDING DEPARTMENT

For questions regarding bid documentation requirements, **contact the contracting official at the awarding department for this solicitation.** The contracting official may be able to provide information regarding any DVBE suppliers who may have identified themselves as potential subcontractors and to obtain suggestions for search criteria to possibly identify DVBE suppliers for the solicitation. These referral organizations provide services for a fee. To obtain a list of referral organizations, please select:

- [DVBE Focus-Trade Paper Listing](#)
- [DVBE Referral Organizations Listing](#)

DGS-PD OFFICE OF SMALL BUSINESS AND DVBE SERVICES (OSDS)

The department's Small Business (SB/DVBE) Advocate can also provide assistance with identifying DVBEs. For a directory of SB/DVBE Advocates for each department go to: [SB/DVBE Advocates Directory](#).

For assistance with this directory, contact Department of General Services, Procurement Division (DGS-PD), Business Outreach Program at Advocate@dgs.ca.gov.

For assistance with SB/DVBE Search, Certification Applications and Information, Certification Information, Certification Status or Concerns and General DVBE Program info you may use any of the following methods:

From 8am - 5pm Monday-Friday: Call OSDS at (916) 375-4940 or visit the Website: [SB/DVBE Certification](#) or E-mail: OSDSHelp@dgs.ca.gov.

DGS PD E-PROCUREMENT

Access the list of all certified DVBEs by using the Department of General Services, Procurement Division (DGS-PD), online certified firm database at www.caleprocure.ca.gov. To begin your search, click on "Quicklinks" and then click on "[Find Certified Firms \(SB/DVBE\)](#)." Search by one "Keyword" or "United Nations Standard Products and Services Code" (UNSPSC) at a time that apply to the elements of work you want to subcontract.

Check for subcontractor ads that may be placed on the California State Contracts Register (CSCR) for this solicitation prior to the closing date. You may access the CSCR at: www.caleprocure.ca.gov then click on Find Public Procurement Information. For questions regarding the CSCR, please call 916-375-2000 or send an email to eprocure@dgs.ca.gov.

For eProcurement Training Modules including the Small Business SB/DVBE Search, click on "Help" then on the question "Is training available?" and then click Access Training.

FEDERAL

Search the U.S. Small Business Administration's (SBA) System For Award Management (www.SAM.gov) on-line database to identify potential DVBEs. First time users should click on the "Search" for detailed instructions. Remember to verify each firm's status as a *California* certified DVBE.

Attachment 12
Quotes from SB or DVBE Subcontractors

Bidder shall attach copies of **SB or DVBE Subcontractors** quotes (on SB or DVBE's letterhead) from any SB or DVBE Subcontractors listed in the **GSPD-05-105**. Refer to instructions in **IFB Section D, Items 1C and 2(A)(2)**

Attachment 15 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 16**, 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 _____	Bidder Declaration (GSPD-05-105). The GSPD-05-105 must be downloaded at https://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd05-105.pdf
Attachment 3 _____	Contractor Certification Clauses (CCC 04/2017). The CCC 04/2017 must be downloaded at https://www.dgs.ca.gov/-/media/Divisions/OLS/Resources/CCC-042017.pdf?la=en&hash=4DE3E4DC414511AE378794200BA43EBF91C758EE .
Attachment 4 _____	Non-Collusion Declaration for Public Works
Attachment 5 _____	Bid/Bidder Certification Sheet
Attachment 6 _____	Bidder's Acknowledgement of Prevailing Wage Requirements
Attachment 7 _____	California Disabled Veteran Business Enterprise (DVBE) Program Requirements— Not for Goods and Information Technology
Attachment 8 _____	Disabled Veteran Business Enterprise Declarations (STD 843). The STD 843 must be downloaded at https://www.documents.dgs.ca.gov/dgs/fmc/gspd/pd/pd_843.pdf . (Required for DVBE contractor or DVBE subcontractors listed in the GSPD-05-105)
Attachment 9 _____	California Civil Rights Laws Certification (ADM-0076). The ADM-0076 must be downloaded at https://forms.dot.ca.gov/v2Forms/servlet/FormRenderer?frmid=ADM0076
Attachment 10 _____	Darfur Contracting Act Certification (ADM-0077). The ADM-0077 must be downloaded at https://forms.dot.ca.gov/v2Forms/servlet/FormRenderer?frmid=ADM0077 .
Attachment 11 _____	Iran Contracting Act Certification (ADM-0078). The ADM-0078 must be downloaded at https://forms.dot.ca.gov/v2Forms/servlet/FormRenderer?frmid=ADM0078 .
Attachment 12 _____	Quotes from SB or DVBE Subcontractors (on SB's or DVBE's letterhead) No Attachment Number
Attachment 13 _____	Experience Letters

Attachment 15
Required Attachment Checklist

Attachments	Attachment Name/Description
Attachment 14 _____	Bidder's Bond (ADM-2010) The Bidder's Bond must be downloaded at https://forms.dot.ca.gov/v2Forms/servlet/FormRenderer?frmid=ADM2010
Attachment 15 _____	Required Attachment Checklist
COPY	C-33 Painting, and Decorating Contractor license and a HAZ-Hazardous Substance Removal certification issued by the California Contractor's State License Board (CSLB)
COPY	Lead Worker Certificate issued by the California Department of Public Health (CDPH)
COPY	Renovation, Repair or Painting (RRP) or Abatement Certificate issued by the Environmental Protection Agency (EPA)

Attachment 16
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 07A5771	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
July 1, 2024 (estimate) or upon Caltrans approval, whichever is later

THROUGH END DATE
June 30, 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	6
Exhibit B	Budget Detail and Payment Provisions	7
Exhibit C *	General Terms and Conditions (GTC 04/2017)	ONLINE
+ - Exhibit D	Special Terms and Conditions	7
+ - Exhibit E	Additional Provisions	5
+ - Attachment 1	Bid Proposal-ADM-1412 (attached at time of award)	1
+ - Attachment 2	Bidder Declaration, (GSPD-05-105) (attached at time of award)	2
+ - Attachment 3	Sample Service Request	1

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

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
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STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 07A5771	PURCHASING AUTHORITY NUMBER (If Applicable)
------------------------------------	---

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Transportation (Caltrans)

CONTRACTING AGENCY ADDRESS

1727 30th Street, 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)

SCM 10.00 and PCC 10107

**Exhibit A
Public Works (State)**

Scope of Work

1. Contractor agrees to provide to the California Department of Transportation (Caltrans) painting services as described herein:

Contractor shall furnish all labor, materials, parts, equipment, and incidentals necessary to provide miscellaneous painting services.
2. The services shall be performed within the counties of Los Angeles and Ventura, primarily on the Route 710 gap closure corridor consisting of the El Sereno area of the City of Los Angeles, the City of South Pasadena, and the City of Pasadena. It is estimated that ninety percent (90%) of the jobs will be located on properties in the 710 freeway corridor. This is mostly a residential area located from the north terminus of the 710 freeway, just south of the 210 freeway, and extending south to the terminus of the 710 freeway, and just north of the 10 freeway at Valley Boulevard. The properties are located in the cities of Pasadena (91105), South Pasadena (91030), and Los Angeles, El Sereno area (90032) Caltrans Contract Manager will contact Contractor via email when the Public Works required under this Agreement are required at the specific locations listed in this Agreement.
3. Any reference to Caltrans Contract Manager shall also include his/her designee.
4. This Agreement will commence on **July 1, 2024 (estimate)** or upon approval by Caltrans, whichever is later, and no work shall begin before that time. This Agreement is of no effect unless approved by Caltrans. 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 shall expire on **June 30, 2027(estimate)**. The routine services shall be provided during normal working hours, Monday through Friday 8:00 a.m. to 5:00 p.m., except State holidays, unless specified for non-routine work. The parties may amend this Agreement as permitted by law.
5. All inquiries during the term of this Agreement will be directed to the project representatives listed below:

California Department of Transportation (Caltrans)	Contractor:
Section/Unit: District 7, Right of Way	Project Manager: TBD
Caltrans Contract Manager:	
Address: 100 S. Main Street Los Angeles, CA 90012	Address:
Business Phone Number:	Business Phone Number:
Email:	Email:

The project representatives during the term of this Agreement may be changed by advanced written notice without the necessity of an amendment of the Agreement.

Exhibit A
Public Works (State)

6. Assignment of Work

- A. Caltrans Contract Manager shall issue a Service Request via email to Contractor for routine and non-routine services. See **Attachment 3, Sample Service Request**.
- B. The Service Request shall include the following information:
 - 1) Agreement Number
 - 2) Service Request Number
 - 3) Date of Request
 - 4) Contact name and phone number of Caltrans Contract Manager
 - 5) Type of Service (routine or non-routine)
 - 6) Location Address of service
 - 7) Specific Scope of Work to be performed under the Service Request, in accordance with the Scope of Work in this **Exhibit A**
- C. A Service Request may be classified as either of the following types:
 - 1) Routine: work that requires maintenance and/or repair services where there is no immediate danger, no risk to public health, and no unsafe conditions posed to State property and/or employees.
 - 2) Non-Routine: vital work that requires repair services to be done in order to limit imminent damage or a safety hazard of State property and/or employees.
- D. Contractor shall respond to routine Service Requests within 72 hours of issuance. A non-routine Service Request shall be initiated first via phone call and shall be followed up with the written Service Request. Once contacted for non-routine services, Contractor shall have 24 hours to respond to Caltrans Contract Manager.
- E. Undue delay in completing this Agreement's assigned work may be cause for termination of this Agreement for default, per **Exhibit D, Section 2, Termination**.
- F. Travel: Contractor shall include the costs of travel and time spent traveling to and from work site in the Contractor's bid rates in **Attachment 1, Bid Proposal**. No additional compensation or reimbursements will be paid to Contractor for these costs and expenses.

7. Detailed Description of Work

- A. Contractor shall furnish all labor, materials, parts, and equipment necessary to perform routine and non-routine painting services on historic and non-historic properties according to the Caltrans Contract Manager specifications.
- B. Contractor shall furnish all necessary personnel services, labor, tools, materials, parts, equipment, and incidentals required to perform painting of the interior and exterior of Caltrans-owned rental properties. Interior painting includes painting the interior of the property, including but not be limited to, walls, trimmings, moldings, doors, casings, windows, jams, coving, base, and ceilings. Exterior painting includes painting the exterior of property, including but not be limited to, stucco, siding, fascia, wood trim, moldings, wood fences, overhang, and windows, as directed by the Caltrans Contract

Exhibit A
Public Works (State)

Manager. Interior and exterior work is deemed to include all necessary minor patch and repair work, scraping, sanding, masking, and removing and installing finish hardware.

- C. All work performed and materials used must be in compliance with California Code of Regulations and applicable local codes. Work shall be performed to the highest industry standard.
- D. The Caltrans Contract Manager must approve all finish materials in advance of purchase. Finish materials means materials required to complete the full scope of the project. All materials used should typically be mid-range quality unless otherwise specified in the email from the Caltrans Contract Manager.
- E. Cost of materials/supplies are to be substantiated by a copy of the appropriately signed invoice verifying the actual cost and delivery of the replaced components and delivered to the Caltrans Contract Manager. Contractor shall be reimbursed for the actual cost without additional allowance for mark-up.
- F. All paint work shall be warranted for a period of twelve (12) months after work is completed. The warranty period described in the preceding sentence covers both labor and materials. These required warranties shall survive expiration of the Agreement.
- G. Small amounts of oil or paint (equal to or less than five (5)-gallons) shall be properly and lawfully handled and disposed of by Contractor. No other hazardous materials or waste will be handled or disposed of by Contractor. Excepting the small amounts of oil or paint described above (which may or may not be hazardous), Contractor shall immediately notify the Caltrans Contract Manager of any hazardous materials immediately upon discovery.
- H. While it is not necessary to obtain building permits to perform work on Caltrans-owned properties, the work is subject to inspection by local agency code enforcement. The Caltrans Contract Manager will also inspect and approve the work before approving any invoice for payment.
- I. Contractor is expected to work in a professional, competent manner, without direct supervision by the Caltrans Contract Manager.
- J. Any work or material that is found to be substandard by the Caltrans Contract Manager, or not in compliance with State or local codes will subject Contractor to a call back to perform the work. Contractor shall perform any work under a call back, including providing materials required to complete such work, at its sole expense and at no cost to Caltrans.
- K. A third "call back" to complete/correct work constitutes grounds for termination of the Agreement for default, per **Exhibit D, Section 2, Termination**.
- L. Contractor shall take all necessary precautions to prevent injury or hazard to Caltrans employees, or visitors, and shall avoid causing unreasonable inconvenience to any person doing business on Caltrans property. Contractor shall provide the necessary signs and devices to give adequate warning of any dangerous conditions.
- M. Contractor shall conduct its operations in such a manner as to avoid damage to Caltrans property or to adjacent property. If any property is damaged by reason of Contractor's operations, it shall be repaired or replaced at Contractor's sole expense and to the satisfaction of the Caltrans Contract Manager.

**Exhibit A
Public Works (State)**

8. Contractor Requirements

- A. Contractor shall secure all necessary permits from applicable local agencies for work performed under this Agreement. All permits shall be included as part of Contractor's bid rates.
- B. Contractor shall also have any licenses/certifications required by the applicable local jurisdictions in which the work is to be performed.
- C. Contractor shall keep fully informed of all existing and future State and local laws, rules, ordinances, and regulations, which in any manner affect those engaged or employed in the work, the materials used in the work to be performed, or the services to be provided.
- D. Contractor shall maintain a complete file for each service request performed under this Agreement. This file shall be made available to the Caltrans Contract Manager during normal work hours and shall be transferred to Caltrans upon completion of work.
- E. Contractor shall send an activity log to the Caltrans Contract Manager each week for all active jobs.
- F. Contractor shall protect existing building structure from dust and damage during all painting activities.
- G. Contractor shall inform the Caltrans Contract Manager immediately in the case of delays in procurement of parts. This will allow changes to be made to affect the most feasible and suitable repair work to the Caltrans-owned properties.
- H. Contractor shall be responsible for any damage(s) which are caused by Contractor's operations under this Agreement and shall be repaired by Contractor at no cost to Caltrans. Contractor shall perform the services in a manner which ensures warranties are maintained for any products that are damaged.
- I. Caltrans Contract Manager and Contractor will work closely together to maintain consistency in administration, control, operation, and maintenance of Caltrans-owned properties.
- J. Caltrans Contract Manager will meet with Contractor on a monthly basis unless additional meetings are required. Meeting places and times will be scheduled by the Caltrans Contract Manager and held during normal business hours.

9. Discovery of Asbestos, Lead-Based Paint, or Other Hazardous Substances/Materials

- A. If Contractor discovers or suspects asbestos, or other known hazardous substances/materials in the area affected by the Agreement, Contractor shall **STOP WORK IMMEDIATELY**. Contractor shall verbally notify the Caltrans Contract Manager of these findings immediately and confirm verbal notification in writing within 24 hours.
- B. If Contractor discovers or suspects lead-based paint, it is not required to test, under the Renovation, Repair, and Painting (RRP) Rule. Contractor will always assume the presence of lead-based paint and proceed in accordance with all RRP requirements.
- C. Continuation of work shall not commence until Contractor has been authorized to do so in writing, by the Caltrans Contract Manager.
- D. Should it be necessary to terminate the service request, Contractor shall be compensated only for work in progress or actually completed to the Caltrans Contract

**Exhibit A
Public Works (State)**

Manager's satisfaction. No payment will be made for delay or lost profits anticipated for uncompleted work.

- E. Failure to notify the Caltrans Contract Manager of the discovery of asbestos, lead-based paint or other hazardous substances/materials may result in immediate termination of the Agreement for default, per **Exhibit D, Section 2, Termination**. Contractor shall be responsible for all damages arising from failure to disclose the discovery of any hazardous substances.
- F. Asbestos abatement work shall only be performed by a licensed asbestos abatement contractor certified by the Contractor State License Board and currently registered with the Department of Industrial Relations, Division of Occupational Health and Safety.
- G. Lead-based paint abatement work shall only be performed by a certified contractor pursuant to Title 17 of the California Code of Regulations, Section 35001 *et seq.*

10. Worksite Clean-up

- A. Contractor shall own and assume all responsibility for all litter, waste, debris, and similar materials arising from or produced by the work performed under this Agreement. Contractor shall clean and keep the area in an orderly, safe, and clean condition, including but not limited to spills and smudges. If the work site is not left clean and in an orderly condition, Contractor shall be called back to correct the condition at its sole expense.
- B. Contractor shall promptly remove such litter, waste, debris, and other materials produced during this work and legally dispose of them at no additional charge to Caltrans. No litter, waste, debris, or other materials shall be disposed of in any Caltrans dumpsters without advance written permission of Caltrans Contract Manager.
- C. Such litter, waste, debris, and other materials are not expected to include hazardous waste. However, if hazardous waste is encountered, Contractor shall notify Caltrans Contract Manager immediately. Hazardous waste shall be dealt with in accordance with **Exhibit A, Scope of Work, Item 15**, below.
- D. Once Contractor takes possession of the materials, Contractor shall take ownership of the materials and shall legally dispose of or recycle the materials.
- E. Contractor's quote shall include all costs for disposal or recycling of the materials, and no additional costs will be paid.

11. Final Clean up

Contractor shall leave the site in a clean and neat condition. If the work site is not left in a clean and neat conditions, Contractor shall be called back to clean the work site as required at its sole expense. No invoice will be paid unless the site has been cleaned to the satisfaction of Caltrans Contract Manager. All debris generated by Contractor's performance of the services, including any and all discarded parts, shall be removed from the work site upon completion of services each day, hauled away, and legally disposed of by Contractor, according to all local, State and Federal laws

12. Code of Conduct

- A. Contractor and its employees shall be aware that they are working on Caltrans property and be courteous and respectful at all times. Contractor and its employees shall refrain

Exhibit A
Public Works (State)

from using loud voices, inappropriate language, and shall conduct themselves in a professional manner at all times.

- B. Public safety and convenience are to be considered at all times. If any person employed by Contractor appears to Caltrans Contract Manager to be incompetent or to act in a disorderly, unsafe, or improper manner, that person shall be removed from the premises immediately and shall no longer be employed on this Caltrans Agreement, unless agreed in advance by Caltrans Contract Manager.
- C. If Contractor's employees display any behavior that Caltrans Contract Manager deems inappropriate or offensive, Caltrans Contract Manager will have the right to request for removal of that employee from further work on this Agreement by Contractor.

13. Completion and Inspection of Work

It is Contractor's responsibility to notify the Caltrans Contract Manager, **TBD**, to have all work inspected. It is also Contractor's responsibility to notify the Caltrans Right of Way Property Management Branch Senior Right of Way Agent, **TBD**, within 24 hours of work completion for final inspection of work. The Caltrans Contract Manager shall have the ultimate responsibility and authority to determine whether Contractor has satisfied Contractor's duties and obligations under this Agreement, including specifically, whether Contractor's work product and deliverable has satisfied all of the applicable contract requirements (including acceptance criteria or tests). Approval of work constitutes approval for payment and not transference or termination of Contractor's responsibility to perform work in accordance with the terms of the Agreement. Any work that needs corrections shall be at Contractor's sole cost and expense and performed in a timely manner. Failure to begin work and to complete work as required by this Agreement shall be considered grounds for termination of this Agreement for default.

14. Materials/Supplies/Parts

Contractor will be reimbursed for the actual cost of materials/supplies/parts purchased to be consumed or installed at the work site in performance of the Agreement (including applicable sales tax), without additional 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. The cost of materials/supplies/parts must 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 shall not exceed the amount set forth in the line item for material/supplies/parts in **Attachment 1**.

Exhibit B
Public Works–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 invoice(s) shall be returned to Contractor, unpaid, for correction.
- B. Invoice(s) shall be itemized in accordance with **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
 - 2) Dates of Service
 - 3) Location of Service
 - 4) Description of Services
 - 5) Hourly Rates
 - 6) Receipts for Material and Supplies
- D. Each invoice shall be submitted in triplicate to:

Department of Transportation (Caltrans)
District 7, Right of Way
Attention: TBD
100 South Main Street
Los Angeles, CA 90012
- E. Contractor shall submit a certified copy of all payroll records for verification by Caltrans Contract Manager with each invoice. Delinquent or inadequate certified payrolls or other required documents will result in the withholding of payment until such documents are submitted by Contractor.

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 Caltrans by United States Government or 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, 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

Exhibit B
Public Works–State

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.

- 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 4A, above**.

5. Rates

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

6. Costs Included in Bid Rates

- A. The cost of employer payments to or on behalf of employees, subsistence, travel, compensation insurance premiums, unemployment contributions, social security taxes, 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.
- B. Contractor shall make travel and subsistence payments to each worker in compliance with Labor Code Sections 1773.1 and 1773.9. Travel and subsistence requirements are available on the of Department of Industrial Relations (DIR) website at <https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>.

7. Cost Principles

- A. Contractor agrees that the Contract Cost Principles and Procedures, 48 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.

Exhibit B
Public Works—State

- 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 the provisions of this clause.

8. Payroll Records

- A. Contractor and each Subcontractor shall comply with the following provisions. Contractor shall be responsible for compliance by its Subcontractors.
 - 1) Each Contractor and Subcontractor shall keep accurate payroll records and supporting documents as mandated by California Labor Code Section 1776 and as defined in Section 16000 of Title 8 of the California Code of Regulations, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or Subcontractor in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
 - a. The information contained in the payroll record is true and correct.
 - b. Employer has complied with requirements of Labor Code Sections 1771, 1811, and 1815 for any work performed by its employees on the public works project.
 - 2) The payroll records enumerated under **paragraph 1**, above, shall be certified. The certified payrolls and records related to employee wages, fringe benefits, payroll tax and deductions shall be available for inspection and copying by Caltrans representative at all reasonable hours at Contractor's principal office. Contractor shall provide copies of certified payrolls or permit inspection of its records as follows:
 - a. A certified copy of an employee's payroll record shall be made available for inspection or furnished to employee or employee's authorized representative on request.
 - b. A certified copy of all payroll records enumerated in **paragraph 1**, above, shall be made available for inspection or furnished upon request to a representative of Caltrans, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the of Industrial Relations. Certified payrolls submitted to Caltrans, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards shall not be altered or obliterated by Contractor.
 - c. The public shall not be given access to certified payroll records by Contractor. Contractor is required to forward any requests for certified payrolls to Caltrans Contract Manager by both email and regular mail on the business day following receipt of the request.
 - 3) Each Contractor shall submit a certified copy of the records enumerated in **paragraph 1**, above, to the entity that requested the records within 10 days after receipt of a written request.
 - 4) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by Caltrans shall be marked or obliterated in such a

Exhibit B
Public Works—State

manner as to prevent disclosure of each individual's name, address and social security number. The name and address of Contractor awarded the Agreement or performing the Agreement shall not be marked or obliterated.

- 5) Contractor shall inform Caltrans of the location of the records enumerated under **paragraph 1**, above, including the street address, city, and county, and shall, within five (5) working days, provide a notice of a change of location and address.
- 6) Contractor or Subcontractor shall have 10 days in which to comply subsequent to receipt of written notice requesting the records enumerated in **paragraph 1**, above. In the event Contractor or Subcontractor fails to comply within the 10-day period, they shall, as a penalty to Caltrans, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by Caltrans from payments then due. A Contractor is not subject to a penalty assessment pursuant to this section due to the failure of a Subcontractor to comply with this section.
- B. The penalties specified in **paragraph 6**, above, for noncompliance with the provisions of said Section 1776 will be deducted from any monies due or which may become due to Contractor. Penalties assessed for failure to submit certified payrolls are forfeitures and not retentions that will be returned to Contractor.
- C. Payrolls shall contain the full name, address and social security number of each employee, the correct work classification (including apprentices, if applicable), rate of pay, daily and weekly number of hours worked, itemized deductions made, and actual wages paid. The payroll shall be accompanied by a "Statement of Compliance" signed by the employer or employer's agent indicating that the payrolls are correct and complete and that the wage rates contained therein are not less than those required by the Agreement. The "Statement of Compliance" shall be on forms furnished by Caltrans or on any form with identical wording. Any payroll that does not include the required "Statement of Compliance" will be deemed inadequate and unacceptable. Contractor shall be responsible for the submission of copies of payrolls of all Subcontractors.
- D. Contractor and each Subcontractor shall preserve their payroll records for a period of three (3) years from the date of completion of the Agreement.
- E. Contractor shall submit a certified copy of all payroll records for verification by Caltrans Contract Manager and/or designee with each invoice. When progress payments are called for, Contractor shall submit a certified copy of all payroll records for verification for the work completed to date with each invoice. Delinquent or inadequate certified payrolls or other required documents will result in the withholding of payment until such documents are submitted by Contractor.
- F. Any subcontract entered into as a result of this Agreement shall contain all the provisions of this clause.

9. Penalty

- A. Contractor and any Subcontractor under Contractor shall comply with Labor Code Sections 1774 and 1775. In accordance with said Labor Code Section 1775, Contractor shall forfeit, as a penalty to Caltrans, not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates for such work or craft in which such worker is employed for any public work done under the

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Agreement by them, or by any Subcontractor under them, in violation of the provisions of the Labor Code and, in particular, Labor Code Sections 1775 to 1780, inclusive.

- B. The amount of this forfeiture shall be determined by Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of Contractor or Subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of Contractor or Subcontractor in meeting their prevailing wage obligations, or a Contractor's willful failure to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if Contractor or Subcontractor had knowledge of the obligations under the Labor Code. Any contractor that executes and receives a copy of this Agreement is deemed to have knowledge of their obligations regarding the Labor Code's prevailing wage requirements. In addition to the penalty and pursuant to Labor Code Section 1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate shall be paid to each worker by Contractor or Subcontractor.
- C. If a worker employed by a Subcontractor on a public works project is not paid the general prevailing per diem wages by Subcontractor, Prime Contractor of the project is not liable for any penalties described above unless Prime Contractor had knowledge of that failure of Subcontractor to pay the specified prevailing rate of wages to those workers or unless Prime Contractor fails to comply with all the following requirements:
- 1) The Agreement executed between Contractor and Subcontractor for the performance of work on the public works project shall include a copy of the provisions of Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.
 - 2) Contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the Subcontractor to the employees by periodic review of the certified payroll records of the Subcontractor.
 - 3) Upon becoming aware of failure of Subcontractor to pay his or her workers the specific prevailing rate of wage, Contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited, to retaining sufficient funds due the Subcontractor for work performed on the public works project.
 - 4) Prior to making final payment to the Subcontractor for work performed on the public works project, Contractor shall obtain an affidavit signed under penalty of perjury for the Subcontractor that the Subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to Labor Code Section 1813.
- D. Pursuant to Labor Code Section 1775, Caltrans shall notify Contractor on a public works project within 15 days of receipt of a complaint that a Subcontractor has failed to pay workers the general prevailing rate of per diem wages.
- E. If Caltrans determines that employees of a Subcontractor were not paid the general prevailing rate of per diem wages and if Caltrans did not retain sufficient money under the Agreement to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, Contractor shall withhold an amount of moneys due Subcontractor sufficient to pay those employees the general prevailing rate of per diem wages if requested by Caltrans.

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- F. Any subcontract entered into as a result of this Agreement shall contain all the provisions of this clause.

10. State General Prevailing Wage Rates

- A. Contractor agrees to comply with all the applicable provisions of the Labor Code including those provisions requiring the payment of not less than the general prevailing rate of wages. Contractor further agrees to the penalties and forfeitures provided in said Code in the event a violation of any of the provisions occurs in the execution of this Agreement.
- B. Pursuant to Labor Code Section 1771.5, not less than general prevailing wage rate of per diem wages and general prevailing rate of per diem wages for holiday and overtime work for work of a similar character in the county in which the work is to be performed shall be paid to all workers employed on this Agreement, if this Agreement is for:
- 1) More than \$25,000 for public works construction, or
 - 2) More than \$15,000 for the alteration, demolition, installation, repair, or maintenance of public works.
- C. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this clause.

11. State Prevailing Wage Rate Determinations

- A. The General Prevailing Wage Rate Determinations applicable to the project are available and on file with the Caltrans Regional/District Labor Compliance Office. These wage rate determinations are made a specific part of this Agreement by reference pursuant to Labor Code Section 1773.2. Any special wage rate determinations applicable to this project are attached.
- B. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the DIR website at:
<https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>.
- C. After award of the Agreement, and prior to commencing work, all applicable General Prevailing Wage Rate Determinations are to be obtained by Contractor from DIR. These wage rate determinations are to be posted by Contractor at the job site in accordance with Labor Code Section 1773.2.
- D. After the award of the Agreement, questions pertaining to predetermined wage rates should be directed to the Caltrans Labor Compliance Office:

Caltrans Headquarters Labor Compliance Office
1120 N Street, MS-44
Sacramento, CA 95814
Email: labor.compliance@dot.ca.gov

12. Hours of Labor

- A. Eight (8) hours labor constitutes a legal day's work. Contractor shall forfeit, as a penalty to the State of California, twenty-five dollars (\$25) for each worker employed in the execution of the Agreement by Contractor or any Subcontractor under Contractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and 40 hours in any one calendar week in

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violation of the provisions of the Labor Code, and in particular Sections 1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and 40 hours in any week, at not less than one and one-half times the basic rate of pay, as provided in Section 1815.

- B. Any subcontract entered into as a result of this Agreement shall contain all the provisions of this clause.

13. Employment of Apprentices

- A. Where the prime contract is \$30,000 or more, Contractor and any Subcontractors under them shall comply with all applicable requirements of Labor Code Sections 1777.5, 1777.6 and 1777.7 in the employment of apprentices.
- B. Contractors and Subcontractors are required to comply with all Labor Code requirements regarding the employment of apprentices, including mandatory ratios of journey level to apprentice workers. Prior to commencement of work, Contractors and Subcontractors are advised to contact the State Division of Apprenticeship Standards, P. O. Box 420603, San Francisco, California 94142-0603, or one of its branch offices, for additional information regarding the employment of apprentices and for the specific journey-to-apprentice ratios for the Agreement work. Prime Contractor is responsible for all Subcontractors' compliance with these requirements. Penalties for failure to comply with apprenticeship requirements are specified in Labor Code Section 1777.7.
- C. Any subcontract entered into as a result of this Agreement shall contain all the provisions of this clause.

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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 event of default or material breach by Contractor.
- 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 the expiration date, Caltrans may, at its discretion, terminate this Agreement with 30 days' notice to Contractor.

3. 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 (3) years from the date of final payment under the Agreement. Caltrans, the State Auditor, Federal Highway Administration (FHWA), 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 Contractor's books, records, and documents 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.

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4. Subcontractors

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between Caltrans and any Subcontractors, and no subcontract shall relieve Contractor of its responsibilities and obligations hereunder. Contractor agrees to be as fully responsible to Caltrans for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Contractor. Contractor's obligation to pay its Subcontractors is an independent obligation from Caltrans obligation to make payments to Contractor.
- B. Contractor shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted, except for Subcontractors listed on the **Bidder Declaration (GSPD-05-105), Attachment 2**.
- C. Any subcontract in excess of \$25,000 entered into as a result of this Agreement shall contain all of the provisions stipulated in this Agreement to be applicable to Subcontractors.
- D. Any substitution of Subcontractors shall comply with the requirements of Public Contract Code Sections 4100 et seq. and must be approved in writing by Caltrans Contract Manager in advance of assigning work to a substitute Subcontractor.

5. Reporting Disabled Veteran Business Enterprise (DVBE) Utilization

If this Agreement requires DVBE participation, it is the responsibility of Contractor to track DVBE participation requirement 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 the ADM-3059 with the final invoice, Caltrans Contract Manager shall withhold \$10,000, or the full payment if it is less than \$10,000, from the final payment on the 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 the final invoice.

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

6. 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)

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(<https://forms.dot.ca.gov/v2Forms/servlet/FormRenderer?frmid=ADM3059>) to Caltrans Contract Manager with each invoice.

7. DVBE Participation (With Required)

- A. Contractor has complied with the requirements of Public Contract Code Sections 10115 et seq. DVBE participation requirements achieved are expressed as a percentage of the estimated dollar value of this Agreement, and are identified on the **Bidder Declaration, (GSPD-05-105), Attachment 2**.
- B. The following participation requirement percentage is Contractor's commitment set forth in this Agreement based upon the estimated total dollar amount to be expended.*
- 3% of work for DVBE(s)*If this Agreement is amended and the additional work can be included in the sub-contracted work, the participation requirements may be amended to reflect this change. A revised **Bidder Declaration, GSPD-05-105** must be attached to and made a part of the amended Agreement.

8. Substitutions of DVBEs

DVBE Subcontractors shall be used per the California Code of Regulations (CCR), Title 2, Section 1896.70 unless a substitution is approved in writing by the Department of General Services (DGS), Office of Small Business & DVBE Services (OSDS). A DVBE Subcontractor shall be replaced by another DVBE to perform the work originally stated. The substitution shall maintain, at minimum, the level of participation required, as stated in the bid.

- A. Contractor shall simultaneously notify the DVBE and Caltrans Contract Manager of the intended substitution. The written notice shall contain the reasons for the substitution and be sent by certified mail. Contractor shall submit the following to Caltrans Contract Manager:
- 1) A copy of the written notice issued to the DVBE with proof of delivery. In the absence of proof of delivery, provide the certified mail receipts.
 - 2) A copy of the DVBE's consent or opposition to the substitution. In the absence of the consent or opposition, provide the returned and unopened certified mail.
 - 3) The name and supplier number of the business being substituted and the name and supplier number of the proposed replacement. If a DVBE cannot be identified as a replacement, Contractor shall document the absence of DVBEs. This documentation shall include but is not limited to:
 - a. Contact the Caltrans Small Business Advocate at smallbusiness.advocate@dot.ca.gov and the Department of Veterans Affairs at advocate@calvet.ca.gov regarding the absence of DVBEs to perform the specific work.
 - b. Search results from the DGS website for DVBEs to perform the specific work.
 - c. Communication with a DVBE Community Organization nearest the worksite regarding the absence of DVBEs, if applicable.
 - d. Documented communication with DVBEs describing the work to be performed, its percentage of the overall contract, the corresponding dollar amount, and their responses to the request.

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- B. The DVBE shall have up to five (5) business days from the postmark date to consent or oppose the substitution. A copy of the DVBE's reply shall be sent simultaneously by certified mail to Contractor and Caltrans Contract Manager.
- C. When written oppositions to a substitution are filed, Caltrans shall grant the DVBE a hearing. The hearing notice shall be issued within five (5) business days from receipt of the opposition. If Caltrans grants the substitution, continue to G, below.
- D. Caltrans Contract Manager shall submit the substitution request to DGS, OSDS:
 - 1) The request must meet the criteria as specified above or Public Contract Code Section 4107 for Public Works.
 - 2) The substitution request shall be accompanied by the hearing decision, when applicable.
- E. The OSDS will respond to substitution requests within three (3) business days. The OSDS shall consent to the substitution of another DVBE in any of the following situations:
 - 1) When the DVBE becomes bankrupt, insolvent or goes out of business.
 - 2) When the DVBE does not perform as listed in the Bidder Declaration.
 - 3) When the DVBE does not meet the bond requirements of Contractor.
 - 4) When the DVBE's name is incorrect due to an inadvertent clerical error. In the case of public works contracts, compliance with Public Contract Code Section 4107.5 is required.
 - 5) When the DVBE is not licensed as required by any State of California regulatory agency.
 - 6) When Caltrans, or its duly authorized officer, determines that the DVBE:
 - a. Did not perform in accordance with the plans and specifications; or,
 - b. Has delayed or disrupted the progress of the work.
- F. The DVBE substitution process shall not be used as an excuse for noncompliance with any provision of law. This includes, but is not limited to, the Subletting and Subcontracting Fair Practices Act (Pub. Cont. Code Sections 4100 et seq.) or any Agreement requirements relating to substitution of Subcontractors.
- G. Contractors who proceed with work pending a substitution decision may be subject to contract termination, recovery of damages under rights, remedies and penalties. This is outlined in Military and Veterans Code Section 999.9, Public Contract Code Section 10115.10, or Public Contract Code Section 4110 (applies to public works only). Failure to adhere to the DVBE participation in the performance of the Agreement may be cause for Agreement termination and recovery of damages under the rights and remedies due Caltrans.
- H. Any DVBE firm acting/working under subcontract must be responsible for providing materials, supplies, equipment, or services, and must carry out its responsibility by actually performing, managing, or supervising the work involved that is normal for its business services and functions.
- I. Contractor shall maintain records of all subcontracts entered into with DVBE Subcontractors including records of materials purchased from DVBE suppliers. Such

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records shall show the name and address of each DVBE Subcontractor or supplier and the total dollar amount paid to each one. Upon completion of the Agreement, a summary of these records shall be prepared and certified correct by Contractor or his authorized representative and the summary shall be furnished to Caltrans Contract Manager.

9. 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.

10. 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.

11. 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.

12. Force Majeure

Except for defaults of Subcontractors, 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.

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If a delay in, or failure of, performance by Contractor arises out of a default of its Subcontractor, and if such default of its Subcontractor arises out of causes beyond the (direct or indirect) control of both Contractor and Subcontractor, and without the fault, intentional act, or negligence of either of them, Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule.

13. 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.

14. Bonds (Service Request)

Prior to commencement of work under this Service Request, Contractor shall submit a Payment Bond for one hundred percent (100%) of the total Service Request price, if the Service Request price exceeds \$25,000. The Payment Bond is due prior to the start date of the Service Request. No work may commence without receipt of a valid Payment Bond as noted herein.

15. 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 the 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 the 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, the 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 the existence or degree of negligence or fault on the part of Caltrans, the State of California, and/or any of their officers, agents and/or employees.

16. 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.

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17. 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.

18. Electronic Signatures

Each party agrees that the 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

19. 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). 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 termination of this agreement. The 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.

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Additional Provisions

1. General Provisions Required in all Insurance Policies

- A. Deductible: Contractor is responsible for any deductible or self-insured retention 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 Caltrans Contract Manager at least ten (10) days prior to the expiration of the insurance. Any new insurance must continue to comply with the original terms of this Agreement 07A5771.
- C. Policy Cancellation or Termination and Notice of Non-Renewal: Contractor shall provide, to 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 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.
 - 2) The policy must include:

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Caltrans, State of California, its officers, agents, and employees are included as additional insured, but only with respect to work performed for the State of California under this Agreement. The additional insured endorsement must accompany the certificate of insurance.

- 3) This endorsement must be supplied under form acceptable to the Department of General Services, Office of Risk and Insurance Management.

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. Pollution Liability

Contractor shall maintain Pollution Liability covering Contractor's liability for bodily injury, property damage, and environmental damage resulting from pollution and related cleanup costs incurred, all arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both works performed on site, as well as during the transport of hazardous materials. Limits of not less than **\$1,000,000** per incident and an annual aggregate amount of **\$2,000,000** shall be provided. The same additional insured designation and endorsement required for general liability is to be provided for this coverage.

E. 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.

F. 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. Licenses and Permits

- A. Contractor shall be properly licensed in accordance with the laws of the State of California and shall possess a **C-33 Painting and Decorating Contractor** license and a

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HAZ-Hazardous Substance Removal license issued by the California Contractors State Licensing Board (CSLB).

- B. Contractor or subcontractor shall have a valid, current Lead Worker Certificate issued by the California Department of Public Health (CDPH).
- C. Contractor or subcontractor shall have a valid, current lead Renovation, Repair or Painting (RRP) or Abatement Certificate issued by the Environmental Protection Agency (EPA).
- D. Contractor shall be an individual or firm qualified to do business in California and shall obtain at his/her/its expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Agreement.
- E. If Contractor is headquartered the State of California, Contractor must have a business license or equivalent from the city/county in which it is headquartered. If Contractor is a corporation or other business entity (apart from a sole proprietorship or general partnership), then Contractor must be registered and active/in good standing with the California Secretary of State.
- F. If Contractor is headquartered outside the State of California, Contractor must submit to Caltrans a copy of its business license or equivalent. If Contractor is a foreign corporation or business entity (apart from a sole proprietorship or general partnership), then Contractor must be registered and active/in good standing with the California Secretary of State.
- G. 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), Caltrans may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

4. Licensed Contractor Standards for Quality of Work

- A. Licensed Contractors must observe professional standards for quality of work or the California Contractors State License Board (CSLB) will invoke disciplinary action.
- B. Notice is hereby given that certain actions by Contractor, including, but not limited to, the following, constitute grounds for disciplinary action once Caltrans has notified the license board of all violations:
 - 1) A willful departure from plans and specifications or disregard of trade standards for good and workmanlike construction in any material respect that might prejudice the Caltrans owner of the property upon which you perform work (Bus. and Prof. Code, 7109).
 - 2) The failure to observe and comply with all the applicable labor laws (Bus. and Prof. Code Section 7110).
 - 3) Material failure to complete this Agreement (Bus. and Prof. Code 7113).
- C. Should Caltrans determine that the work or materials provided vary materially from the specifications, or, that defective work when completed was not performed in a workmanlike manner, then Contractor warrants that they shall perform all necessary

Exhibit E
Public Works–State

repairs, replacement and corrections needed to restore the property according to the Agreement plans and specifications, all at no further or additional cost to Caltrans.

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 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.

6. Debarment and Suspension Certification

A. Contractor's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that Contractor or any person associated therewith in the capacity of owner, partner, director, officer, or manager:

- 1) is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- 2) has not been suspended, debarred, voluntarily excluded, or determined ineligible by any Federal agency within the past three (3) years;
- 3) does not have a proposed debarment pending; and
- 4) has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

B. Any exceptions to this certification must be disclosed to Caltrans. Exceptions will not necessarily result in denial of recommendation for award but will be considered in determining bidder responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.

7. Interfacing with Pedestrian Vehicular Traffic

Pursuant to the authority contained in California Vehicle Code Section 591, Caltrans has determined that within such areas as are within the limits of the project and are open to public traffic, Contractor shall comply with all of the requirements set forth in Divisions 11, 12, 13, 14, and 15 of California Vehicle Code. Contractor shall take all necessary precautions for safe operations of Contractor's equipment and the protection of the public from injury and damage from such property.

8. 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 MCPs 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).

Exhibit E
Public Works–State

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.

9. Contractor Registration Program

No Contractor or Subcontractor may be awarded a contract or engage in the performance of any contract for with prevailing wages, unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.

ATTACHMENT 3

Contractor's Name
Agreement Number 07A5771
Page 1 of 1

Sample Service Request

TPR524M CALTRANS-RIGHT OF WAY PROPERTY MANAGEMENT SYSTEM 09/14/22 11:53

DIST: 07 MAINTENANCE REQUEST FUNCTION: I

PROPERTY AGENT: CBX

PROP NUMBER: 021580 0001 LOG NO: 20220914000 RESPONSIBLE AGENT: BYM

PROP ADDR: 2300 CALTRANS LANE LOS ANGELES REIMB: N

DESCRIPTION: PERFORM EXTERIOR PAINTING AT PROPERTY PER PROPOSAL 1111

INIT EST: 1,000.00 SUPPLEMENT AMT: __, __, __. __ FY: 21/22

CONTRACT NO: 07A0000 CONTRACTOR NO: 900 00 0000 LUMP SUM

CONTRACTOR: XL PANTING CO. PHONE NO: 800 555 5555 EXT: 000

CONTACT: JANE DOE PHONE NO: 310 555 5555 PLUMBING