

The following is a list of documents which should be included in your Internet Package.

Form Name	Attachment Number	# Pages
Invitation for Bid–Cover Letter		1
Invitation for Bid		9
Bid Proposal (ADM-1412)	1	1
Contractor Certification Clauses	2	4
Bid/Bidder Certification Sheet	3	2
	4	
California Civil Rights Laws Certification (ADM-0076)	Electronic https://forms.dot.ca.gov/v2Forms/servlet/FormRenderer?formid=ADM0076	1
	5	
Darfur Contracting Act Certification (ADM-0077)	Electronic https://forms.dot.ca.gov/v2Forms/servlet/FormRenderer?formid=ADM0077	1
Required Attachment Checklist	6	1
Proposed Form of Agreement (STD 213)	7	23

If this Bid Package is downloaded via the Internet, you will need to submit your signed bid documents in a sealed envelope with the following information on the envelope as provided in the sample below.

<p>YOUR RETURN ADDRESS</p>	<p>Agreement No. 03A3154 Bid Due Date: January 21, 2021 Bid Due Time: 2:15 p.m. Bid Opening Date: January 22, 2021 Bid Opening: 10:00 a.m. Attention: Sher Shah Suri</p>	<div style="border: 1px solid black; width: 100px; height: 80px; margin: 0 auto;"> <p>Postage</p> </div>
<p>California Department of Transportation (Caltrans) Division of Procurement and Contracts ATTN: Bid Unit 1727 30th Street, 4th Floor, MS 65 Sacramento, CA 95816-7006</p>		
<p>BID SUBMITTAL DO NOT OPEN</p>		

DEPARTMENT OF TRANSPORTATION

ADMINISTRATION

DIVISION OF PROCUREMENT AND CONTRACTS

1727 30th STREET, MS 65

SACRAMENTO, CA 95816-7006

PHONE (916) 227-6000

FAX (916) 227-6155

TTY 711

<https://dot.ca.gov/programs/procurement-and-contracts/>*Making Conservation
a California Way of Life.*

January 7, 2021

**Invitation for Bid (IFB)
IFB # 03A3154
Notice to Prospective Contractors**

You are invited to review and respond to this **IFB 03A3154**, entitled **Snow Hauling Services in the Counties of Placer and Nevada**. 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 25 percent (25%) Small Business (SB) participation goal. Certified SBs, Micro Businesses (MB), are encouraged to submit bids. See **Section D, Special Programs, Item 1**, in this IFB for requirements.

A Disabled Veteran Business Enterprise (DVBE) goal is not required, but DVBE participation is encouraged, and a DVBE incentive may apply to this IFB. See **Section D, Special Programs, Item 2**, in this IFB for requirements.

Note that all contracts 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 contract 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 8, Proposed Form of Agreement**, for requirement details.

The designated contact person for this IFB is:

Sher Shah Suri
California Department of Transportation (Caltrans)
Sher.Shah.Suri@dot.ca.gov
Phone: (916) 227-8286

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,

SHER SHAH SURI
Contract Analyst

Table of Contents

Section	Page
A) Purpose and Description of Service	1
B) Bidder's Minimum Qualifications	1
C) Bid Requirements and Information	1
1. Time Schedule	1
2. Questions and Answers	1
3. Costs Included in Bid Rates	2
4. Small Business Preference	2
5. State General Prevailing Wage Rates	
6. Mandatory Organic Waste Recycling	2
7. Motor Carrier Permit Requirements	2
8. Standard Title VI/Nondiscrimination Assurances (United State Department of Transportation DOT Order No. 1050.2A)	2
9. Insurance	3
10. California Civil Rights Laws	3
11. Darfur Contracting Act	3
12. Bid Submittal	4
13. Evaluation and Selection	6
14. Award and Protest	6
15. Standard Conditions of Service	7
D) Special Programs	8
1. Small Business Preference	8
2. Disabled Veteran Business Enterprise (DVBE) Programs	8
Attachments	
1. Bid Proposal, ADM-1412	
2. Contractor Certification Clauses, CCC 04/2017	
3. Bid/Bidder Certification Sheet	
4. Bidder's Acknowledgement of Prevailing Wage Requirements	
5. California Civil Rights Laws Certification	
6. Darfur Contracting Act Certification	
7. Required Attachment Checklist	
8. Proposed Form of Agreement, STD 213:	
Exhibit A, Scope of Work	
Exhibit B, Budget Detail and Payment Provisions	
Exhibit C, General Terms and Conditions	
Exhibit D, Special Terms and Conditions	
Exhibit E, Additional Provisions	

A) Purpose and Description of Services

1. Contractor agrees to provide snow hauling services to California Department of Transportation (Caltrans), as described herein:

Contractor shall provide all equipment, tools, labor, travels, and incidentals to haul stockpiled snow, from various State highways in the Counties of Placer and Nevada to predetermined Caltrans storage sites.

2. Refer to the **Proposed Form of Agreement, Exhibit A**, which is attached to this IFB as **Attachment 8** for a more complete description of services.
3. This is an as-needed service request based multiple-provider Agreement.

B) Bidder's Minimum Qualifications

1. Bidder shall have at the time of bid submittal and for the duration of the Agreement, a valid Motor Carrier Permit issued by the California Department of Motor Vehicles.
2. Bidder shall be registered with the Department of Industrial Relations (DIR) pursuant to Labor Code § 1725.5.
3. Failure of Bidder to sufficiently provide any or all of 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	January 07, 2021	
Written Question Submittal	January 12, 2021	12:00 p.m.
Final Date and Time for Bid Submission	January 21, 2021	2:15 p.m.
Bid Opening	January 22, 2021	10:00 a.m.

2. Questions and Answers

- A. Questions regarding this IFB must be submitted in writing by **January 12, 2021**. Bidders are encouraged to submit their written questions via e-mail to Sher.Shah.Suri@dot.ca.gov.
- B. Written questions must include: the individual's name, firm name, complete address and must reference **IFB No. 03A3154**. Questions must be sent to one of the following:

Email or Mail to:

Email: Sher.Shah.Suri@dot.ca.gov

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

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

responsibility of the bidder to check Cal eProcure for all addenda. Bidder can contact the Contract Analyst named above.

3. **Costs Included in Bid Rates**

Bid prices/rates shall include the cost of employer payments to or on behalf of employees, subsistence, travel, compensation insurance premiums, unemployment contributions, social security taxes, contract bond premiums, and any other taxes or assessments, **including but not limited to, sales and use taxes** required by law or otherwise and no additional allowance will be paid unless separate payment provisions in the Agreement should specifically provide otherwise.

4. **Small Business Preference:** <https://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Office-of-Small-Business-and-Disabled-Veteran-Business-Enterprise/Certification-Program>

SB Preference will be granted on this IFB. Only firms certified as a "Small Business" or "Microbusiness" with the Department of General Services (DGS), Office of Small Business and DVBE Service (OSDS) in the categories most appropriate to accomplish the prescribed services, will be granted this preference.

5. **State General Prevailing Wage Rates**

State General Prevailing Wage Rates will apply for the Counties of Placer and Nevada as described in the attached **Proposed Form of Agreement, Attachment 8**. The predetermined general prevailing wage rates published by the Director of Industrial Relations may be obtained via the Internet: <https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>, or by contacting the Contract Analyst listed on the first page of this solicitation. It is the bidder's responsibility to use the correct classification determination published by the Department of Industrial Relations.

6. **Mandatory Organic Waste Recycling**

The 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 the Contractors right to sell or donate its recyclable organic waste materials consistent with the requirements of Public Resources Code Sections 42649.8 et seq.

7. **Motor Carrier Permit Requirements**

- A. Contractor must have a valid Motor Carrier Permit(s) (MCP) issued from the Department of Motor Vehicles (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 the required MCP(s).
- B. The MCP(s) required for the Contractor's Motor Carriers of Property under California Vehicle Code Sections 34601 and 34620 shall be on file with the Contractor for the duration of this Agreement. Upon request of the Caltrans Contract Manager or his/her designee, the Contractor must immediately provide to Caltrans a copy of the required MCP(s).

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

The California Department of Transportation, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC Sections 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract 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.

9. Insurance

- A. The bidder, who receives the Agreement award, must provide a Certificate of Insurance providing proof of insurance to the Division of Procurement and Contracts within ten (10) working days from the date of notification of award. The State's Office of Risk and Insurance Management will review insurance certificates and/or proof of self-insurance documentation before execution of the Agreement. Refer to the **Proposed Form of Agreement Exhibit E, Attachment 8**, 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 contract 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 the 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 the Contractor shall also be available and applicable to the State.

10. California Civil Rights Laws

Any person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract 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 contract 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 6**, completed, signed, and returned with its bid or proposal. The California Civil Rights Laws Certification can also be downloaded at <https://forms.dot.ca.gov/v2Forms/servlet/FormRenderer?frmid=ADM0076>.

11. 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 years has had business activities or other operations outside of the United States. The Act was passed by the California Legislature and signed into law by the Governor to preclude State agencies generally from contracting with "scrutinized" companies that do business in the African nation of Sudan (of which the Darfur region is a part), for the reasons described in Public Contract Code Section 10475. All bidders shall complete the **Darfur Contracting Act Certification (ADM-0077)**, **Attachment 5**, and submit with the proposal. The Darfur Contracting Act Certification can also be downloaded at <http://cefs2.dot.ca.gov/v2Forms/servlet/FormRenderer?frmid=ADM0077>.
- B. If your company has not, within the previous three (3) years, had any business activities or other operations outside of the United States, complete **Option 1** on the **ADM-0077**.

- C. A scrutinized company is a company doing business in Sudan as defined in Public Contract Code Section 10476. Scrutinized companies are ineligible to, and cannot bid on, or submit a bid or proposal for an Agreement with a State agency for goods or services. (Pub. Cont. Code Section 10477(a)).
- D. Therefore, Public Contract Code Section 10478(a) requires a company that currently has (or within the previous three (3) years has had business activities or other operations outside of the United States to certify that it is not a "scrutinized" company when it submits a bid or proposal to a State agency.
- E. A scrutinized company may still; however, submit a bid or proposal for an Agreement with a State agency for goods or services if the company first obtains permission from the Department of General Services according to the criteria set forth in Public Contract Code Section 10477(b).

12. Bid Submittal

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

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

YOUR RETURN ADDRESS	Agreement No. 03A3154 Bid Due Date: January 21, 2021 Bid Due Time: 2:15 p.m. Bid Opening Date: January 22, 2021 Bid Opening: 10:00 a.m. Attention: Sher Shah Suri	Postage
 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 6**. Bids not including the required attachment(s) shall be deemed non-responsive. A non-responsive bid is one that does not meet the basic bid requirements.
- E. Only an individual who is legally authorized to bind the proposing firm contractually shall sign all documents requiring a signature, and each document must bear an original ink signature.
- F. If your bid is hand delivered, you must date and time stamp the sealed envelope/package immediately upon arrival. The date/time stamp machine is located in the lobby on the first floor to the right of the security guard station at the address noted above. After date/time stamping, the bid should be placed in the locked bid cabinet located below the time stamp. If the bid package is too large to be electronically stamped, date/time stamp one of the labels provided and attach it to the proposal package. When the bid package is too large for the locked bid cabinet, ask the

security guard to call the Division of Procurement and Contracts reception desk at 227-6000 to have your bid package picked up.

- G. Bid opening will be held via teleconference at **10:00 a.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 **9:50 a.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. 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 12:00 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.
- H. Bids must include the performance of all the services described herein. Any attempt to modify the bid document to deviate from the work specifications will not be considered and will cause a bid to be rejected.
- I. A bid may be rejected if it is conditional, incomplete, or if it contains any alterations of form or other irregularities of any kind. Caltrans may reject any bid on the basis that it is not responsive or from a non-responsible bidder and may waive any immaterial deviation in a bid. Caltrans waiver of an immaterial defect shall in no way modify the IFB document or excuse the bidder from full compliance with all requirements if awarded the Agreement.
- J. Costs for developing bids and in anticipation of award of an Agreement is entirely the responsibility of the bidder and shall not be charged to the State.
- K. Only an individual who is authorized to bind the bidding firm contractually shall sign the **Bid/Bidder Certification Sheet, Attachment 3**. The signature must also indicate the title or position that the individual holds in the firm. An unsigned bid may be rejected.
- L. A bidder may modify a bid after its submission by first withdrawing the original bid and then by resubmitting a new bid prior to the bid submittal deadline. Bidder modifications offered in any other manner, oral or written, will not be considered.
- M. A bidder may withdraw a bid by, prior to bid opening, submitting a written withdrawal request to Caltrans, signed by the bidder or an agent authorized in accordance with **Section K**, above. A bidder may thereafter submit a new bid prior to the bid submittal deadline. Bids may not be withdrawn without cause subsequent to bid submittal deadline.
- N. Caltrans may modify the IFB prior to the date fixed for submission of bids by the issuance of an addendum sent to all parties who received a bid package.
- O. Caltrans reserves the right to reject all bids for reasonable cause.
- P. Bidders are cautioned not to rely on Caltrans during its evaluation process to discover and report to the bidder any defects and/or errors in the submitted documents. Before submitting their documents, bidders should carefully proof them for errors and full adherence to the IFB requirements.
- Q. Where applicable, the bidder should carefully examine work sites and specifications. Bidder shall investigate conditions, character, and quality of surface or subsurface materials or obstacles that might be encountered. No additions or increases to the Agreement amount will be made due to a lack of careful examination of work sites and specifications.
- R. Caltrans does not accept alternate Agreement language from a bidder. A bid with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions (GTC) are not negotiable. The GTC 04/2017 may be viewed at

<https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>.

13. Evaluation and Selection

- A. At the time of bid opening, each bid proposal's total and any small business and/or micro business information (if applicable) will be read aloud. Bids are considered preliminary pending review and verification of applicable bid requirements such as: small business preference, DVBE, DBE, licensing, bonding, qualifications, or other requirements as stated in the IFB. Agreements will be awarded to the lowest responsive 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 lowest responsible bidders meeting the specifications. A bid meets the specifications if it complies with all of the requirements in this solicitation. In the event of a tie bid, Caltrans will draw lots to determine the successful bidder. Only one proposal or bid may be submitted by an entity: individual, firm, partnership, corporation, joint venture, or combination thereof. Receipt of more than one bid from an entity will result in all bids from that entity being rejected and returned to the bidder.

14. Award and Protest

- A. 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 telegram, electronic facsimile transmission, overnight courier, Internet transmission, or personal delivery.
- C. Upon written request by any bidder, 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. Filing a Protest: The initial protest must be submitted to DGS, Office of Legal Services, and Caltrans, Protest Unit, prior to the award of the Agreement. When a protest has been submitted, the Agreement shall not be awarded until either the protest has been withdrawn or DGS has decided the matter. The written protest must be sent to the addresses below:

California Department of Transportation (Caltrans)	Department of General Services
Division of Procurement and Contracts	Office of Legal Services
Attention: Bid, Protest, and Dispute Branch Chief	Attention: Bid Protest Coordinator
1727 30 th Street, MS 65	707 Third Street, 7 th Floor, Suite 7-330
Sacramento, CA 95816	West Sacramento, CA 95605
Phone Number: (916) 227-6901	Phone Number: (916) 376-5080
Email: DPAC.Protest.Disputes.Terminations@dot.ca.gov	Email: OLSProtests@dgs.ca.gov

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

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

- F. Upon award of the Agreement, Contractor shall complete and submit to Caltrans, the Payee Data Record (STD 204), to determine if the 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.
- G. Bidder(s) must complete, sign, and submit to Caltrans, all pages of the **Contractor Certification Clauses (CCC 04/2017), Attachment 2**, with bid package. The Contractor Certification Clauses can also be downloaded at <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>.

15. Standard Conditions of Service

- A. Service shall not begin prior to the express date set by the Caltrans Contract Manager and the Contractor, after all approvals have been obtained, and the Agreement is fully executed. Should the Contractor fail to commence work at the agreed upon time, the Caltrans Contract Manager, upon five (5) days written notice to the Contractor, reserves the right to terminate the Agreement. In addition, the Contractor shall be liable to Caltrans for the difference between Contractor's bid price and the actual cost of performing work by the second lowest bidder or by another Contractor.
- B. All performance under the Agreement shall be completed on or before the termination date of the Agreement.
- C. Antitrust Provisions
 - 1) In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Section 15 or under the Cartwright Act Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder (Gov. Code Section 4552).
 - 2) If the awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid.
 - 3) Upon demand in writing by the assignor, the assignee shall, within one (1) year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action (Gov. Code Section 4554).
- D. If the bidder is awarded the Agreement and refuses to sign the Agreement presented for signature within the time and manner required, the bidder will be liable to Caltrans for actual damages resulting to Caltrans therefrom or 10 percent (10%) of the amount bid, whichever is less.
- E. Loss Leader usage is prohibited in this solicitation: It is unlawful for any person engaged in business within this State to sell or use any article or product as a "loss leader" as defined in California Business and Professions Code Section 17030. "Loss Leader" means any article or

product sold at less than cost: a) where the purpose is to induce, promote or encourage the purchase of other merchandise; or b) where the effect is a tendency or capacity to mislead or deceive purchasers of prospective purchasers; or c) where the effect is to divert trade from or otherwise injure competitors.

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

D) Special Programs

The following Special Programs are applicable to this IFB.

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

- A. Government Code Section 14835 et seq. requires that a five percent (5%) preference be given to contractors who qualify as a certified SB or MB. References to a SB shall also include MB. The rules and regulations of this law, including the definition of a SB for the delivery of services, are contained in Title 2, California Code of Regulations, Section 1896 (2 CCR Section 1896) et seq.
- B. To claim the SB preference, your firm must have its principal place of business located in California and be certified by the California Department of General Services (DGS), Office of Small Business and 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%) SB preference, complete Section 16 of the **Bid/Bidder Certification Sheet, Attachment 3**.
- C. This preference shall not be awarded to a noncompliant bidder and shall not be used to achieve any applicable minimum requirements.
- D. Certified SB bidder(s) shall have precedence over NSB bidders in the application of SB preference(s).
- E. SB preferences may not be applied to any bid deemed non-responsive with the solicitation instructions or from a non-responsible bidder.
- F. Questions regarding the certification approval process or SB program should be directed to OSDS at (800) 559-5529 or (916) 375-4940. For 24-Hour Recording and Mail Request, call (916) 322-5060, or email: osdshelp@dgs.ca.gov.
- G. Additional references are at <https://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Office-of-Small-Business-and-Disabled-Veteran-Business-Enterprise/Certification-Program>.

2. Disabled Veteran Business Enterprise (DVBE) Programs

- A. DVBE Participation Program with **No** Goals:

A DVBE goal is not required, but DVBE participation is encouraged, and a DVBE incentive will apply to this IFB as described below.
- B. DVBE Incentive Program
 - 1) The DVBE Incentive Program applies to this solicitation. It is separate from the DVBE Participation Program and was established in Military and Veterans Code Sections 999 et seq., and Title 2, California Code of Regulations, Section 1896.99 (2 CCR Section 1896.99) et seq. A dollar cap of \$100,000 is set for all combined incentives and preferences. The incentive is used only for evaluation purposes to arrive at the successful bidder and does not alter the amounts of the actual bid. Any responsive and responsible bidder with the confirmed DVBE participation per the Table in paragraph 3) below is eligible to receive the incentive. Bidders who are not responsive and responsible are not eligible to receive the incentive.

2) Caltrans will apply an incentive to bids from DGS certified DVBE firms. The bidders who claim to be DGS certified DVBE firms will be verified by Caltrans prior to award of the Agreement. The incentive amount is equal to the percentage of the lowest responsive and responsible bid being evaluated per the Table below.

3) Table for IFB (Low Price Method):

Verified DVBE Participation	DVBE Incentive Amount
100%	5%

4) When applying the DVBE Incentive, an NSB shall not displace or otherwise supersede an award to a DGS Certified Small Business.

5) Additional information: <https://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Office-of-Small-Business-and-Disabled-Veteran-Business-Enterprise/Certification-Program>.

STATE OF CALIFORNIA · DEPARTMENT OF TRANSPORTATION

BID PROPOSAL

ADM-1412 (REV. 11/2019)

Attachment 1

Contractor's Name (Please Print):					
Item No.	Estimated Quantity	Unit of Measure	Item	Unit Price (Price Per Unit of Measure)	Total (Estimated Quantity X Unit Price)
1	800	Hours	All labor, tools, materials, equipment, vehicles, travels, and incidentals to haul stockpiled snow, from various State highways as described in Exhibit A, Scope of Work. 02/01/20 through 08/31/21	\$	\$
2	800	Hours	All labor, tools, materials, equipment, vehicles, travels, and incidentals to haul stockpiled snow, from various State highways as described in Exhibit A, Scope of Work. 09/01/21 through 08/31/22	\$	\$
3	800	Hours	All labor, tools, materials, equipment, vehicles, travels, and incidentals to haul stockpiled snow, from various State highways as described in Exhibit A, Scope of Work. 09/01/22 through 08/31/23	\$	\$
<ol style="list-style-type: none"> 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 disqualified from competition for contract award. 				Total This Proposal	\$

Attachment 2
Contractor Certification Clauses

CCC 04/2017

Certification

I, the official named below, **certify under penalty of perjury** that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	Executed in the County of

Contractor Certification Clauses

1. **Statement of Compliance:** Contractor has, unless exempted, complied with the nondiscrimination program requirements (Gov. Code Sections 12990(a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities).
2. **Drug-Free Workplace Requirements:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
 - c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above (Gov. Code Section 8350 et seq.).

Attachment 2

Contractor Certification Clauses

3. **National Labor Relations Board Certification:** Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board (Pub. Cont. Code Section 10296) (Not applicable to public entities.)
4. **Contracts for Legal Services \$50,000 Or More—Pro Bono Requirement:** Contractor hereby certifies that Contractor will comply with the requirements of Business and Professions Code Section 6072, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the Agreement equal to the lesser of 30 multiplied by the number of full-time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10 percent (10%) of its Agreement with the State.

Failure to make a good faith effort may be cause for non-renewal of a State contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. **Expatriate Corporations:** Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.
6. **Sweatfree Code of Conduct:**
 - a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at <https://www.dir.ca.gov/sweatfreecode.htm>, and Public Contract Code Section 6108.
 - b. The Contractor agrees to cooperate fully in providing reasonable access to the Contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the Contractor's compliance with the requirements under paragraph (a).
7. **Domestic Partners:** For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code Section 10295.3.
8. **Gender Identity:** For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code Section 10295.35.

Attachment 2 Contractor Certification Clauses

Doing Business with The State of California

The following laws apply to persons or entities doing business with the State of California.

1. **Conflict of Interest:** Contractor needs to be aware of the following provisions regarding current or former State employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Cont. Code Section 10410):

1. No officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment.
2. No officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.

Former State Employees (Pub. Contract Code Section 10411):

1. For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency.
2. For the 12-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving State service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void (Pub. Cont. Code Section 10420).

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time, and payment for per diem (Pub. Cont. Code Section 10430(e)).

2. **Labor Code/Workers' Compensation:** Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement (Labor Code Section 3700).
3. **Americans With Disabilities Act:** Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 USC 12101 et seq.).
4. **Contractor Name Change:** An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
5. **Corporate Qualifications to Do Business in California:**
 - a. When agreements are to be performed in the State by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the State are fulfilled.

Attachment 2

Contractor Certification Clauses

- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
 - c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.
6. **Resolution:** A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
7. **Air Or Water Pollution Violation:** Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
8. **Payee Data Record (STD 204):** This form must be completed by all contractors that are not another State agency or other governmental entity.

Attachment 3
Bid/Bidder Certification Sheet

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

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

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

1. Company Name	2. Telephone Number ()	2a. Fax Number ()
2b. Email Address		
3. Address		
Indicate your organization type:		
4. <input type="checkbox"/> Sole Proprietorship	5. <input type="checkbox"/> Partnership	6. <input type="checkbox"/> Corporation
Indicate the applicable employee and/or corporation number:		
7. Federal Employee ID No. (FEIN)	8. California Corporation No.	
Indicate the Department of Industrial Relations information:		
9. Contractor Registration Number		
Indicate applicable license and/or certification information:		
10. Contractor's State Licensing Board Number	11. PUC License Number CAL-T-	
12. Bidder' Name (Print)	13. Title	
14. Signature	15. Date	
16. Are you certified with the Department of General Services, Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS) as:		
a. Small Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/>	b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/>	
If yes, enter certification number: _____	If yes, enter your service code below: _____	
Note: A copy of your Certification is required to be included if either of the above items is checked "Yes".		
Date application was submitted to OSDS, if an application is pending: _____		

Attachment 3
Bid/Bidder Certification Sheet

Completion Instructions for Bid/Bidder Certification Sheet

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

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

Attachment 4

Bidder's Acknowledgement of Prevailing Wage Requirements

_____ acknowledges that State General Prevailing Wage

Print Name of Bidder

Rates will apply for the Counties of Placer and Nevada. If awarded this Agreement, I acknowledge it will be my responsibility to ensure the payment of appropriate prevailing wages rates to all employees who participate on this Agreement throughout the duration of this Agreement.

Bidder's Signature

Date

Attachment 5

California Civil Rights Laws Certification

Instructions: Complete as applicable, and submit with bid, proposal, contract, or amendment when the total contract value is \$100,000 or more.

Pursuant to Public Contract Code Section 2010, if a bidder or proposer executes, renews, or amends a contract \$100,000 or more on or after January 1, 2017, the bidder or proposer hereby certifies under the penalty of perjury, compliance with the following:

- 1. California Civil Rights Laws:** For contracts \$100,000 or more executed, renewed, or amended after January 1, 2017, the Contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
- 2. Employer Discriminatory Policies:** For contracts \$100,000 or more executed, renewed, or amended after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

Certification

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Proposer/Bidder Firm Name (Printed)	Federal Id Number (Or N/A)
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed/Signed	Executed/Signed in The County and State Of

Attachment 6
Darfur Contracting Act Certification

Instructions: Complete, as applicable, and submit with bid or proposal.

Public Contract Code Sections 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. For such a company to bid on or submit a proposal for a State of California contract, the company must certify that it is either a) not a scrutinized company; or b) a scrutinized company that has been granted permission by the Department of General Services to submit a proposal.

Option #1–Certification

If your company has not, within the previous three (3) years, had any business activities or other operations outside of the United States, complete and sign this section and submit with bid package.

I, the official named below, **certify under penalty of perjury** that a) the prospective proposer/bidder named below has not, within the previous three (3) years, had any business activities or other operations outside of the United States, and b) I am duly authorized to legally bind the prospective proposer/bidder named below. This certification is made under the laws of the State of California.

Company/Vendor Name (Printed)		Federal ID Number
By (Authorized Signature)		
Printed Name and Title of Person Signing		
Date Executed	Executed in the County and State of	

Option #2–Certification

If your company, within the previous three (3) years, has had business activities or other operations outside of the United States, in order to be eligible to submit a bid or proposal, please insert your company name and Federal ID Number and complete the certification below.

I, the official named below, **certify under penalty of perjury** that a) the prospective proposer/bidder named below is not a scrutinized company per Public Contract Code 10476; and b) I am duly authorized to legally bind the prospective proposer/bidder named below. This certification is made under the laws of the State of California.

Company/Vendor Name (Printed)		Federal ID Number
By (Authorized Signature)		
Printed Name and Title of Person Signing		
Date Executed	Executed in the County and State of	

Option #3–Written Permission from the Department of General Services (DGS)

Pursuant to Public Contract Code Section 10477(b), the Director of DGS may permit a scrutinized company, on a case-by-case basis, to bid on or submit a proposal for a contract with a State agency for goods or services, if it is in the best interests of the state. If you are a scrutinized company that has obtained written permission from DGS to submit a bid or proposal, complete the information below.

We are a scrutinized company as defined in Public Contract Code Section 10476, but we have received written permission from DGS to submit a bid or proposal pursuant to Public Contract Code Section 10477(b).

A copy of the written permission from DGS is included with our bid or proposal.

Company/Vendor Name (Printed)		Federal ID Number
By (Authorized Signature)		
Printed Name and Title of Person Signing		
Date Executed	Executed in the County and State of	

Attachment 7

Required Attachment Checklist

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

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

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

Attachments	Attachment Name/Description
___ Attachment 1	Bid Proposal (ADM-1412)
___ Attachment 2	Contractor Certification Clauses (CCC 04/2017)
___ Attachment 3	Bid/Bidder Certification Sheet
___ Attachment 4	California Civil Rights Laws Certification (ADM-0076)
___ Attachment 5	Darfur Contracting Act Certification (ADM-0077)
___ Attachment 6	Required Attachment Checklist
___ Copy of	Current, valid Motor Carrier Permit (MCP) issued by California Department of Motor Vehicles
___ Copy of	Registration with California Department of Industrial Relations (DIR)

Attachment 8
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 03A3154	PURCHASING AUTHORITY NUMBER (If Applicable)
------------------------------------	---------------------------------------------

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

CONTRACTING AGENCY NAME

California Department of Transportation (Caltrans)

CONTRACTOR NAME

TBD

2. The term of this Agreement is:

START DATE

February 15, 2021 (estimate) or upon DGS approval, whichever is later

THROUGH END DATE

May 31, 2023 (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)	
+ - Exhibit D	Special Terms and Conditions	4
+ - Exhibit E	Additional Provisions	3
+ - Attachment 1	Bid Proposal (to be attached upon award)	1
+ - Attachment 2	Sample Service Request	1
+ - Attachment 3	Maintenance Labor Compliance Administrators by District/Region (to be attached upon award)	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
-----------------------------	------	-------	-----

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

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

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 03A3154	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)

**Exhibit A
 Commercial Services–State**

Scope of Work

1. Contractor agrees to provide snow hauling to the California Department of Transportation (Caltrans), as described herein:

This is a multiple provider on-call hourly rate service Agreement for snow haul service. Contractor shall provide all equipment, tools, labor, travel, and incidentals to haul stockpiled snow removed from state highways in the counties of Placer and Nevada to predetermined storage sites.

2. Subcontracting is not permitted under this Agreement. All references to subcontracting or subcontractors as found herein are not applicable to this Agreement.
3. The location of snow haul services to be performed include, but are not limited to, the State Highways and facilities in the Tahoe Basin within the designated service area for storage at predetermined sites.

Service Areas:

- A. Highway 28 – Tahoe City, 89/28 Jct. To Nevada State Line.
- B. Highway 267 – Kings Beach, 267/28 Jct. to 1-Mile North of 267/28 Jct.
- C. Highway 267 – Truckee, Truckee River Bridge.

4. Any reference to Caltrans Contact Manager shall also include a designee.
5. This Agreement shall commence on **February 15, 2021 (estimate)** or upon approval by the Department of General Services (DGS), whichever is later, and no work shall begin before that time. This Agreement is of no effect unless approved by DGS. Contractor shall not receive payment for work performed prior to approval of the Agreement and before receipt of notice to proceed by Caltrans Contract Manager. This Agreement shall expire on **May 31, 2023 (estimate)**. The services shall be provided on a twenty-four (24) hour per day, seven (7) days per week, as requested by Caltrans Contract Manager or their authorized designee within the designated service area. The parties may amend this Agreement as permitted by law.
6. All inquiries during the term of this Agreement will be directed to the project representatives listed below:

California Department of Transportation (Caltrans)	Contractor's Name TBD
Section/Unit: District 03/Maintenance	
Caltrans Contract Manager: TBD	Project Manager: TBD
Address: 10057 Gold Flat Road Nevada City, CA 95959	Address:
Business Phone Number:	Business Phone Number:
Email:	Email:

7. Assignment of Work

- A. This is a multi-provider, service request order-based Agreement authorizing up to ??(??) Contractors, set forth below to provide services.

**Exhibit A
 Commercial Services–State**

RANK	CONTRACTOR (Lowest to Highest)	BID AMOUNT
1	TBD	\$TBD
2	TBD	\$TBD
3	TBD	\$TBD

- A. Work will be assigned first to the lowest responsible bidder under Service Request (See Attachment 2). When the Caltrans Contract Manager or designee determines the lowest responsible bidder is unable to accept any additional work, subsequent bidders will then be called in ascending order (lowest to highest) based upon their bid proposal price schedule/rate. Work will be assigned on an as-needed basis.
- B. Contractor’s ability to accept any additional work will be measured according to the Contractor’s available resources, and the time requirements set by Caltrans Contract Manager for completion of the work.
- C. It is understood and agreed that any and all worked assigned pursuant to this Agreement shall be performed in accordance with this Agreement.
- D. Any Contractor, who accumulates a backlog of four (4) work requests for which work has not been commenced by the date set, will not receive any additional work assignments from Caltrans Contract Manager until the backlog of work is completed. Any Contractor, who is consistently behind schedule, may be deemed non-responsive have their contract terminated for Default, per **Exhibit D, Section 2**. All new work requests for services will be issued to the next lowest responsible bidder until that backlog is completed to Caltrans Contract Manager’s satisfaction.
- E. An answering machine or pager will constitute no answer and the next lowest responsible bidder shall be called. A Contractor’s failure to report at the designated time, location, and with the number of trucks specified on more than one (1) occasion may result in the termination of the Agreement for material breach per **Exhibit D, Sections 3 and 5**.
- F. There shall be no change in the Contractor’s Project Manager without prior written approval by Caltrans Contract Manager.

8. Description of Work

- A. Contractor shall furnish one (1) or more as requested fully operated end-dumping dump trucks, 3-axle, with ten (10) cubic yard minimum capacity and minimum depth of thirty-two (32) inches. Trucks shall be insured, fueled, and maintained by Contractor.
- B. Contractor shall furnish driver(s) with reflectorized vests that shall be worn at all times while working outside of their truck during darkness.
 - 1) For **daytime activity**, all Contractor employees shall wear safety apparel meeting the requirements of ISEA “American National Standard for High-Visibility Apparel” and labeled as meeting the ANSI 107-2004 standard performance for Class 2 risk exposure.
 - 2) For **nighttime activity**, all Contractor employees shall wear safety apparel meeting the requirements of ISEA “American National Standard for High-Visibility Apparel” and labeled as meeting the ANSI 107-2004 standard performance for Class 3 risk exposure.
- C. Once snow haul operations commence, Contractor(s) shall plan to provide for continuous, twenty-four (24) hour dump truck operation. Failure to provide twenty-four (24) hour dump

Exhibit A
Commercial Services--State

truck operation may result in termination of current snow call assignment and the next Contractor on the call out list will be contacted for snow haul services.

- D. When relief drivers come on duty, they shall check in with the "Pit Boss" on their first trip to the snow dump pit.

9. Description Equipment, Reporting Location, Drivers, Operations

- A. Each truck shall be 3-axle, with ten (10) cubic yard minimum capacity and minimum depth of thirty-two (32) inches.
- B. Each truck shall be insured, fully operated, fueled, and maintained by Contractor.
- C. Equipment shall meet California Highway Patrol (CHP), Caltrans, and CAL-OSHA requirements.
- D. All trucks shall report to:
Tahoe City Maintenance Facility
553 River Road
Tahoe City, CA 96145
Telephone Number: (530) 583-3201
- E. Alternate report site: snow storage site, Tahoe Truckee Public Utilities Department (PUD) snow play area at the end of national avenue, kings beach, or area designated by Caltrans Contract Manager or their designee.
- F. Contractor shall be required to have Contractor's name on each truck door when on the job. Lettering shall be at least two- and one-half inches (2-1/2") high.
- G. Truck beds shall be cleaned of all foreign material and shall be freshly lubricated by the Contractor with a non-toxic lubricant to prevent snow from sticking to the bed. The lubricant shall be furnished by Caltrans forces, or Contractor may choose to supply its own at no additional cost to the State. If Contractor supplies its own, the lubricant shall be pre-approved by Caltrans Contract Manager or their designee.
- H. Trucks shall carry a maximum set of tire chains at all times together with repair links and tools or spare chains. A maximum set of tire chains includes one (1) set of dual and one (1) set of singles.
- I. Contractor shall ensure that only qualified and competent drivers are permitted on the job site and that the work shall be safely performed to the highest industry standards.
- J. Contractor shall conduct operations in such a manner as to avoid damage to the State's property or the property of others. Any damage caused by the Contractor shall be repaired at the Contractor's expense.
- K. Trucks shall have tailgates which lock securely regardless of freezing conditions.
- L. A minimum call-out guarantee of four (4) hours will be paid for a call-out whether or not the unit is used. Units reporting however, shall be ready to work for the full four (4) hour period. Any standby time after the minimum four (4) hour call-out guarantee will be reimbursed.
- M. When Contractor's equipment is idle for more than thirty (30) minutes (in excess of the minimum four (4) hour call-out guarantee) during any call out period, and Contractor will be ordered by Caltrans Contract Manager to have such equipment with an operator present at the job site for immediate work, such idle time will be paid for as standby time. The rate to

Exhibit A
Commercial Services–State

be paid for standby time will be fifty percent (50%) in accordance with Contractor's rate provided in the **Bid Proposal, Attachment 1**.

10. Response to Service Calls

- A. Contractor shall provide on-call services on a twenty-four (24) hour per day, seven (7) days per week basis.
- B. Contractor shall be at the site to begin work in response to call-outs within a maximum of four (4) hours after receipt of the call, and work shall be completed as directed by Caltrans Contract Manager.
- C. Call-out lists will be established by the lowest bidder or bidders for each service area. Contractor shall supply a daytime, and night-time telephone number on the **Attachment 1, Bid Proposal**. An answering machine or pager response to the call will constitute a "no answer" for that call-out and the next Contractor on the list will be contacted.
- D. Contractor's failure to report at either the designated time or location, or without the number of trucks specified on more than one occasion, may result in the termination of the Contractor from the Agreement and all future call-outs shall bypass the terminated Contractor and pass onto the next lowest responsible bidder.

10. Request for Service

- A. Contractor shall respond to service requests transmitted only by Caltrans Contract Manager or their designee. In no case shall Contractor engage in any solicitation of business that might subject the State to any liability for payment.
- B. Caltrans Contract Manager or their designee will notify Contractor of the location, nature, and extent of the work to be done. This notification, which will be documented by Caltrans, shall be the complete instruction, and authorization for the proposed call-out work and the Contractor shall comply fully with all particulars thereof.
- C. Contractor shall only perform the specific call-out work authorized. If non-contemplated work is required to accomplish the intent of the order or if any work not on the original order is requested, additional authorization shall be obtained by Contractor from Caltrans Contract Manager or their designee before said work is begun.

11. Contractor's License

- A. Contractor shall keep themselves fully informed of all existing and future state laws, county, and municipal ordinances and regulations, which in any manner affect those engaged or employed in the services to be performed.
- B. Contractor and their drivers shall be properly licensed in accordance with the laws of the State of California. Contractor shall display the California Carrier Identification Number issued by the CHP (or valid operating authority or identification number assigned by the former Interstate Commerce Commission, or the Federal Highway Administration of the United States Department of Transportation).
- C. All permits and licenses required by the local ordinances shall be secured and paid for by Contractor as necessary.

Exhibit A
Commercial Services–State

12. Equipment

- A. Contractor shall provide a properly equipped dump truck with all tools and equipment required to do the work. A periodic inspection by State representatives will be performed to ensure that the truck, chains, tools, and equipment are appropriate for the type of work being performed.
- B. Failure to use proper tools, chains, and equipment for the specified work will constitute non-conformance and may result in possible termination of the Contractor from this Agreement. The State's inspection of the Contractor's trucks, chains, tools, and equipment does not certify or warrant the condition of those trucks, tools, chains, and/or equipment for future use.

13. Workmanship

- A. Contractor shall comply with all applicable federal, state, county, city and municipal laws, ordinances, rules, and regulations which in any manner affect those engaged or employed in the work to be performed. All employees shall be paid at least the existing minimum wage.
- B. Caltrans, or any employee of the State, shall not be answerable or accountable in any manner for any loss or damage that may occur to, Contractor's operator, trucks, equipment, tools, or materials.
- C. Contractor shall be responsible for any and all liability imposed by law or Agreement for any damage to any person or property resulting from any cause whatsoever during the performance of these services.
- D. Contractor shall provide services according to highest industry standard.

14. Overtime

Overtime shall not be allowed unless authorized by Caltrans Contract Manager or their designee.

15. Materials and Supplies

- A. Any necessary materials, supplies, consumables, or replacement parts used in connection with ordered services shall be included in the **Bid Proposal, Attachment 1**.
- B. Contractor overhead costs associated with the purchase of materials, consumables, supplies, or replacement parts shall be included in the **Bid Proposal, Attachment 1** and shall be recovered only as a component of the total Contractor's hourly rate bid for services that should include wages, overhead, general administrative expenses, and profit.

16. Operation and Maintenance

- A. Contractor shall at their own expense maintain the equipment, and its appurtenances in good repair and operative condition, and replace any equipment not in good mechanical condition.
- B. Contractor shall furnish all fuel and lubricants and all repairs including labor, material, parts, and other items at their, own expense.
- C. Caltrans will not be responsible for the wear and tear on the equipment or its appurtenances.
- D. The equipment shall be operated only by employees of the Contractor.

Exhibit A
Commercial Services–State

17. Ownership

When the specifications require the Contractor to be the owner, or part owner of each piece of equipment they propose to furnish under this Agreement, ownership shall be determined by registration certificate when law requires registration. A part owner shall be able to show that they have made a substantial payment on the equipment and that they intend to complete the purchase within a reasonable time.

18. Inspection of Equipment

- A. Contractor may request an inspection on its equipment before the equipment departs for its designated location. Caltrans Contract Manager may approve the request.
- B. Caltrans Contract Manager shall determine suitability of the equipment for its intended use and their decision shall be final as of the date of inspection. Contractor shall not use and will not be paid for the use of any equipment that is considered unsuitable or in unsatisfactory mechanical condition. Contractor shall not use and will not be paid for the use of equipment from which the serial number or other means of identification has been removed.
- C. Caltrans reserves the right to inspect the equipment mentioned in the service Agreement when it has reported to the designated location ready for work and the right to cancel their service call if the equipment is not capable of or is not giving satisfactory service in the opinion of the Caltrans Contract Manager.
- D. Equipment shall report to the job site within four (4) hours after it is requested by Caltrans Contract Manager.

Exhibit B
Commercial Services--State

Budget Detail and Payment Provisions

1. Invoicing and Payment

- A. For services satisfactorily rendered and approved by Caltrans Contract Manager, and upon receipt and approval of the invoices, Caltrans agrees to compensate Contractor in accordance with the **Bid Proposal, Attachment 1** and this **Exhibit B**. Incomplete or disputed invoices shall be returned to Contractor, unpaid, for correction.
- B. Invoices shall be itemized in accordance with the **Bid Proposal, Attachment 1**, and shall be signed and submitted in triplicate not more frequently than monthly in arrears of the service.
- C. Each invoice shall include:
 - 1) Agreement Number **03A3154**
 - 2) Contractor Name
 - 3) Date(s) of Service
 - 4) Location of Service
 - 5) Hourly Rates
 - 6) Start and End Times
 - 7) Number of Dump Trucks
 - 8) Service Request Number
 - 9) Disposal Receipt
- D. Each invoice shall be submitted in triplicate to:

California Department of Transportation (Caltrans)
District 03/Maintenance
Attention: TBD
10057 Gold Flat Road
Nevada City, CA 95959
- E. Contractor shall submit a certified copy of all payroll records for verification by Caltrans Contract Manager and/or designee 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

- E. 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.
- F. This Agreement is valid and enforceable only if sufficient funds are made available to the State of California by the United States Government or the California State Legislature for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State

Exhibit B
Commercial Services–State

Legislature that may affect the provisions, terms, or funding of this Agreement in any manner.

- G. It is mutually agreed that if the Congress or the State Legislature does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- H. Pursuant to Government Code Section 927.13, no late payment penalty shall accrue during any time period for which there is no Budget Act in effect, nor on any payment or refund that is the result of a federally-mandated program or that is directly dependent upon the receipt of federal funds by a State agency.
- I. 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**. This is a multi-provider Contract. This Contract's cost limitation is limited to (**Contract 03A3154-B**) and (Contract 03A3154-C) the lowest responsive responsible bidder's contract price. Each Contractor's rate(s) for services will be paid in accordance with its **Bid Proposal, Attachment 1**.
- B. It is understood and agreed that this total is an estimate and that Caltrans will pay only for those services actually rendered as authorized by Caltrans Contract Manager up to the total amount set forth in **Section A**, above.

5. Rates

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

6. Excise Tax

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

Exhibit B
Commercial Services–State

7. Cost Principles

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

8. Costs Included in Bid Rates

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

9. Payroll Records

- A. Contractor and each Subcontractor shall comply with the following provisions. Contractor shall be responsible for compliance by their Subcontractors.
 - 1) Each Contractor and Subcontractor shall keep accurate payroll records and supporting documents as mandated by Labor Code Section 1776 and as defined in Section 16000 of Title 8 of the CCR, 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) The employer has complied with the 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. Certified payrolls shall be made available as follows:
 - c) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.

Exhibit B
Commercial Services--State

- d) 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 and the Division of Industrial Relations (DIR), Division of Labor Standards Enforcement and Division of Apprenticeship Standards. Certified payrolls submitted to Caltrans and the DIR, Division of Labor Standards Enforcement and Division of Apprenticeship Standards shall not be altered or obliterated by Contractor.
 - e) 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 facsimile and regular mail on the business day following receipt of the request.
 - f) 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.
 - g) 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 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.
 - h) 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.
 - i) 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, it 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 g**, above, for noncompliance with the provisions of said Labor Code 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.

Exhibit B
Commercial Services--State

- 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 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. Contractor shall pay any employee actually engaged in the moving and handling of goods being relocated under this Agreement no less than the prevailing wage rate.
- G. Any subcontract entered into as a result of this Agreement shall contain all the provisions of this clause.

10. 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 Agreement by it, or by any Subcontractor under it, in violation of the provisions of the Labor Code and, in particular, Labor Code Sections 1775 to 1780, inclusively.
- B. The amount of this forfeiture shall be determined by the 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 its 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 its 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 the Subcontractor, the Prime Contractor of the project is not liable for any penalties described above unless the Prime Contractor had knowledge of that failure of the Subcontractor to pay the specified prevailing rate of wages to those workers or unless the Prime Contractor fails to comply with all of the following requirements:
 - 1) The Agreement executed between Contractor and the 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.

Exhibit B
Commercial Services--State

- 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 the failure of the Subcontractor to pay its 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 its 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 to the Subcontractor sufficient to pay those employees the general prevailing rate of per diem wages, if requested by Caltrans.
- F. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this clause.

11. State General Prevailing Wage Rates

- A. Contractor agrees to comply with all 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 the general prevailing wage rate of per diem wages and the 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 the provisions of this clause.

12. 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

Exhibit B
Commercial Services–State

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: <http://www.dir.ca.gov/>.
- 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. Questions pertaining to predetermined wage rates should be directed to the Caltrans Regional or District Labor Compliance Office. A list of Labor Compliance Offices is attached as **Attachment 3**.

13. 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 forty (40) hours in any one calendar week in 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 forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (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 of the provisions of this clause.

14. Employment of Apprentices

- A. Where the prime Agreement is \$30,000 or more, Contractor and any Subcontractors under him or her 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, PO 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. The 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 of the provisions of this clause.

Exhibit D
Commercial Services–State

Special Terms and Conditions

1. Settlement of Disputes

- A. Any dispute concerning a question of fact arising under this Agreement that is not disposed of by Agreement shall be decided by the 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 the Caltrans Contract Officer will excuse Contractor from full and timely performance in accordance with the terms of the Agreement.

2. Termination

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

3. Subcontractors

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

4. Retention of Records/Audits

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

Exhibit D
Commercial Services–State

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

5. Non-Solicitation

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

6. Reporting Small Business/Micro Business (SB/MB) and/or Disabled Veteran Business Enterprise (DVBE) Utilization

If SB/MB and/or DVBE 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 and Military and Veterans Code Section 999.5(d) 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 within 60 days from receipt of final payment.

7. DVBE Participation (Without Goals)

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

8. 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

Exhibit D
Commercial Services–State

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.

9. Mandatory Organic Waste Recycling

It is understood and agreed that pursuant to Public Resources Code Section 42649.8 et seq., if Contractor generates four (4) 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.

10. 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.

11. 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.

12. 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.

13. Force Majeure

Neither party shall be liable to the other for any delay in, or failure of, performance, nor shall any such delay in, or failure of, performance constitute default, if such delay or failure is

Exhibit D
Commercial Services–State

(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.

14. 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.

15. 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.

Exhibit E
Commercial Services–State

Additional Provisions

1. General Provisions Required in all Insurance Policies

- A. Deductible: Contractor is responsible for any deductible or self-insured retention (SIR) contained within the insurance program.
- B. Coverage Term: Coverage must be in force for the complete term of this Agreement. If insurance expires during the term of this Agreement, a new certificate must be received by Caltrans Contract Manager at least 10 days prior to the expiration of the insurance. Any new insurance must continue to comply with the original terms of this Agreement **03A3154**.
- 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 DGS, 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. DGS, 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. The policy must include:

Caltrans, State of California, its officers, agents, employees, and servants are included as additional insured but only with respect to work performed under this Agreement.
 - 2) This endorsement must be supplied under form acceptable to DGS, ORIM.

Exhibit E
Commercial Services–State

B. Automobile Liability

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

C. Workers' Compensation and Employer's Liability

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

D. Satisfying a Self-Insured Retention (SIR)

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

E. Available Coverages/Limits

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

3. Motor Carrier Permit Requirements

- A. Contractor must have a valid Motor Carrier Permit(s) (MCP) issued from the Department of Motor Vehicles (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 the required MCP(s).
- B. The MCP(s) 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).

4. Licenses and Permits

- A. Contractor shall be an individual or firm qualified to do business in California and shall obtain at its expense all license(s) and permit(s) required by law for any work under this Agreement.
- B. If Contractor is a California or foreign corporation, Contractor must be registered and active/in good standing with the California Secretary of State.
- C. If Contractor is any other business entity, Contractor must be registered and active/in good standing with the California Secretary of State, to the extent applicable.

Exhibit E
Commercial Services–State

D. In the event any license(s) and/or permit(s) expire at any time during the term of this Agreement, Contractor agrees to provide Caltrans Contract Manager a copy of the renewed license(s) and/or permit(s) within 30 days following the expiration date. In the event Contractor fails to keep in effect at all times all required license(s) and permit(s), the State may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

5. Prohibition of Delinquent Taxpayers

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

6. Contractor Registration Program

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

**Attachment 2
 Sample Service Request**

STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION

Agreement Number 03A3154
Date Issued

Service Request Number			
Contractor:	Project Manager/Designee:	Contact Number	
Project Title:	Department's Contract Manager:	Contact Number	
Service Request Address:	Approved Start Date:		
	Due By Date:		
	Contract Expiration Date:		

Performance Period: **No Service Request shall extend beyond the expiration date of the Caltrans Contract Agreement.**

Service Request Description: _____ Type of service: **Routine** **Emergency**

Scope of Services* (Include service request scope of work, expected results, and service request deliverables.)

All service work shall adhere to specifications and provisions contained in Caltrans Contract **03A3154.*

Reports*: Yes No

*Shall be in accordance with Exhibit A of the agreement.

Description/Details:

Cost	Contractor will be paid in accordance with Attachment 1, Rates shown on the Contractor's Price Quote Proposal. The total amount payable by the State under this service request shall not exceed without additional contract manager approval
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Approval Signatures

I certify that this Service Request complies with the provisions of Agreement Number **03A3154** and are necessary for the satisfactory completion of the product(s) contracted for, and that sufficient funding has been encumbered to pay for this work.



 Department's Contract Manager's Signature

 Date

IN WITNESS WHERE OF, this Service Request has been executed under the provisions of Agreement Number **03A3154** between the State of California, Department of Transportation (Caltrans), and By signature below, the parties hereto agree that all terms and conditions of this **Service Request Number** _____ and Agreement Number **03A3154** shall be in full force and effect.

STATE OF CALIFORNIA
 DEPARTMENT OF TRANSPORTATION

CONTRACTOR'S NAME TBD



 Date



 Date