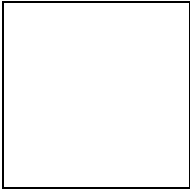


The following is a list of documents which should be included in your Internet Package.

Form Name	Attachment No.	# Page(s)
Invitation for Bid- Cover Letter		1
Invitation for Bid		11
Bid Proposal, ADM 1412	1	1
Bidder Declaration, GSPD 05-105	2	2
Contractor Certification Clauses, CCC 307	3	4
Noncollusion Affidavit for Public Works	4	1
Bid/Bidder Certification Sheet	5	2
Bidder's Acknowledgement of Prevailing Wage Requirements	6	1
Bidder's Bond	7	1
Payment Bond	8	1
Documentation of DVBE Program Requirements, STD. 840; Additional DVBE Contacts and STD. 840A	9	10
Attachment Checklist	10	1
Proposed Form of Agreement, STD 213	11	24

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:

If any portion of the bid package cannot be downloaded, it is the bidder's responsibility to request hard copies from the Bid Unit at: (916) 323-0156 or by faxing a request to (916) 227-1950.

YOUR RETURN ADDRESS	<p>Agreement No. 04a3037</p> <p>Bid Due Date: May 21, 2008</p> <p>Bid Due Time: 2:15 P.M.</p> <p>Bid Opening Time: 2:30 P.M.</p> <p>Attn: Patricia Nichols</p>	
<p>Department of Transportation, MS-65 Division of Procurement and Contracts 1727 30th Street Sacramento, CA 95816-7006</p>		

DEPARTMENT OF TRANSPORTATION

DIVISION OF PROCUREMENT AND CONTRACTS MS-65
1727 30TH STREET
SACRAMENTO, CA 95816-7006
PHONE (916) 227-6067
FAX (916) 227-6155
TTY (800) 735-0193 or (916) 227-2857
INTERNET <http://caltrans-opac.ca.gov>



*Flex your power!
Be energy efficient!*

April 7, 2008

**INVITATION FOR BID (IFB)
IFB # 04a3037
Notice to Prospective Contractors**

You are invited to review and respond to this Invitation for Bid (IFB), entitled IFB Number 04a3037, Maintenance, Repair and/or Replacement of Security Video Equipment. In submitting your bid, you must comply with the instructions found herein.

As required by Governor Executive Order S-02-06, Caltrans is committed to meeting the State's 25% Small Business participation goal. Certified Small Businesses, Microbusinesses and contractors willing to commit to subcontracting a minimum of 25% of their net bid price to certified Small Businesses or Microbusinesses are encouraged to submit bids.

A Disabled Veteran Business Enterprise (DVBE) Participation Goal Program for State agreements is established in Public Contract Code (PCC), §10115 et seq., Military and Veterans Code (MVC), §999 et seq., and California Code of Regulations (CCR), Title 2, §1896.60 et seq. This solicitation offers an incentive to bidders that achieve DVBE participation of one (1) percent or greater.

Note that all contracts entered into with the State of California, Department of Transportation (State) will include, by reference, General Terms and Conditions and Contractor Certification Clauses that may be viewed and downloaded at Internet site <http://www.ols.dgs.ca.gov/Standard+Language>.

If you do not have Internet access, a hard copy can be provided by contacting the Bid Unit: Phone (916) 323-0156, Fax Number (916) 227-1950.

This contract requires Prevailing Wages. Refer to Attachment 12, Proposed form of Agreement for requirement details.

The designated contact person for this IFB is:

Patricia Nichols
Department of Transportation
Phone Number: 916-227-6067
Fax Number: 916-227-6155

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

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

Patricia Nichols
Acquisition Analyst

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10. Required Attachment Check List	
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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

To provide maintenance, repair and/or replacement of security video equipment to the eight (8) State owned Bay Area bridges, the Caldecott Tunnel, and the Posey/Webster Tubes.

Refer to the **Proposed Form of Agreement, Exhibit A**, which is attached to this IFB as **Attachment 11**.

B) Bidder's Minimum Qualifications

Bidder shall be properly licensed in accordance with the laws of the State of California and shall possess a C-10 Electrical Contractor's license issued by the California Contractors State License Board.

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 Daylight Time)
IFB available to prospective bidders	4/7/07	
Written Question Submittal	4/30/08	
Final Date and Time for Bid Submission	5/21/08	2:15 PM
Bid Opening	5/21/08	2:30 PM

2. Questions and Answers

- A. Questions regarding this IFB must be submitted in writing. Bidders are encouraged to submit their written questions by April 30, 2008.
- B. Written questions must include the individual's name, firm name, complete address and must reference IFB No. 04A3037. Questions must be sent to the following:

MAIL TO:

Department of Transportation, MS-65
Division of Procurement and Contracts
Attention: Patricia Nichols
1727 - 30th Street
Sacramento, CA 95816

OR FAX TO:

Fax No.: (916) 227-6155

- C. Written responses to all questions will be collectively compiled and mailed, as an Addendum, to each individual or firm who downloaded this IFB from the Internet or who requested this IFB by calling the recorded Bid Line: (916) 323-0156. Hard copy responses are disseminated by mail and an electronic version is uploaded to the Department of Transportation's website. Refer to this **IFB, Section C) 1, Time Schedule**, for the schedule of events and dates/times. It is the responsibility of the Bidder to inquire about an expected Addendum if the Addendum is not received. Bidder can contact the Contract Analyst named above or check the Department of Transportation's website:

<http://www.caltrans-opac.ca.gov/contract.htm>

3. Inclusive Costs

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 made thereof unless separate payment provisions in the Agreement should specifically so provide.

4. Employment of Undocumented Aliens

No state agency or department, as defined in California Public Contract Code (PCC) §10335.7, that is subject to this code, shall award a public works contract to a bidder or contractor, nor shall a bidder or contractor be eligible to bid for or receive a public works contract, who has, in the preceding five years, been convicted of violating a state or federal law regarding the employment of undocumented aliens (PCC §6101).

5. Small Business Preference: <http://www.pd.dgs.ca.gov/smbus>

Small Business Preference will be granted on this IFB. Only firms certified as a "Small Business" or "Microbusiness" with the Department of General Services, Office of Small Business and DVBE Service (OSDS) or Contractors who commit to subcontracting a minimum of 25% of their net bid price to Small Businesses or Microbusinesses, in the

categories most appropriate to accomplish the prescribed services, will be granted this preference.

6. State General Prevailing Wage Rates

State General Prevailing Wage Rates will apply for the Counties of Alameda, Contra Costa, Marin, San Mateo, Sacramento, San Francisco, and Solano as described in the attached Proposed Form of Agreement (Attachment 11). The Department of Transportation does not provide the specific craft/classification determination for specific work or services. The predetermined general prevailing wage rate publication, as set by the Director of Industrial Relations, may be obtained via the Internet: <http://www.dir.ca.gov>. It is the bidder's responsibility to ascertain and use the correct classification determination published by the Department of Industrial Relations.

7. Contractor License

Bidder must have, at time of bid submittal and for the duration of the contract, a valid, current C-10 Electrical Contractor or applicable license issued by the California Contractors State License Board, for the type of work to be performed. Bidder shall obtain, pay for and maintain, in good standing, all necessary licenses and permits to accomplish the work. Bidders will be considered non-responsive unless proper licensing requirements are met. An invalid license will result in rejection of the bid. Positive verification of a valid license issued by the California Contractors State License Board will be performed by Caltrans (reference Business & Professions Code §7028.15).

8. Subcontractors

Bidder may subcontract portions of the work as defined in the attached Proposed Form of Agreement. If a subcontractor(s) is / are used, complete the Bidder Declaration, GSPD-05-105, Attachment 2. Bidder must ensure that the subcontractor(s) will have all necessary licenses, permits, and/or certifications to accomplish its portion of the work. Failure of a subcontractor(s) to have the proper licenses, permits, and/or certifications, shall be cause for rejection of bid.

9. Bonds

- A. **Bid Bond Required:** Bidder shall submit a bid bond with bid as described herein. The Bidder's bid bond shall be no less than ten percent (10%) of Bidder's total bid. Submittal of a bid bond that is not in the proper amount or failure to submit a bid bond with bid, may be cause for rejection of bid.
- B. **Payment Bond:** The successful bidder will be required to provide, prior to commencement of work under the contract, a Payment Bond written for 100% of the total amount bid/total amount of the contract. The Payment Bond is due prior to the start date of the contract. No work may commence without receipt of a valid

Payment Bond as noted herein above. Refer to the Proposed Form of Agreement, Attachment 11, Exhibit D, Bonds.

10. Insurance

The bidder who receives the Agreement award, must provide a certificate of Insurance providing proof of insurance to the DPAC 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 11**, for the applicable specific Insurance requirements and coverage limits.

11. Bid Submittal

A. **All bids must** be submitted in a **sealed envelope** and received by the Department of Transportation, Contract's Office by dates and times shown in the **IFB, Section C) Bid Requirements and Information, Item 1) Time Schedule**. The sealed envelope must be clearly marked with the IFB number and title; must show your firm name and address, and must be marked with "BID SUBMITTAL - DO NOT OPEN", as shown in the following example:

IFB Number: 04A3037

IFB Name: Maintenance, Repair and/or Replacement of Security Video
Equipment

Firm Name:

Firm Address:

BID SUBMITTAL - DO NOT OPEN

- B. Bids not submitted in a clearly labeled sealed envelope shall be rejected. A complete bid package (originals only) must be submitted. **Late bids will not be considered.**
- C. All bids shall include the documents identified in this IFB's Required Attachment Checklist, Attachment 10. Bids not including the proper "required attachments" shall be deemed non-responsive. A non-responsive bid is one that does not meet the basic bid requirements.
- D. 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.
- E. Mail or deliver bids to the following address:

U.S. Postal Service Deliveries (UPS, Express Mail, Federal Express) or *Hand Deliveries

Department of Transportation, MS 65
Division of Procurement and Contracts
1727 – 30th Street
Sacramento, CA 95816

* 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 of the first floor to the right of the security guard station at the address noted above. After date/time stamping, bids 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 DPAC reception desk at 227-6000 to have your bid package picked up by Contracts' staff.

- F. Bid opening will be held at the above address at **2:30 PM** on the date specified in Section C - Bid Requirements and Information, 1 - Time Schedule. Bidders may participate in person or via teleconference by calling **1-866-700-7952** and entering the pass code **7089821**. Calls will be accepted beginning at **2:20 PM** 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 web site at <http://caltrans-opac.ca.gov/contracts/bidresults.htm> 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.
- G. 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.
- H. A bid may be rejected if it is conditional, incomplete, or if it contains any alterations of form or other irregularities of any kind. The State may reject any bid on the basis that it is not responsive or from a responsible bidder, and may waive any immaterial deviation in a bid. The State's 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.
- I. Costs for developing bids and in anticipation of award of the contract are entirely the responsibility of the bidder and shall not be charged to the State.
- J. Only an individual who is authorized to bind the bidding firm contractually shall sign the attached Bid/Bidder Certification Sheet, **Attachment 5**. The signature must also indicate the title or position that the individual holds in the firm. **An unsigned bid may be rejected.**
- K. 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.

- L. A bidder may withdraw a bid by, prior to bid opening, submitting a written withdrawal request to the State, signed by the bidder or an agent authorized in accordance with Section J 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.
- M. The State 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.
- N. The State reserves the right to reject all bids for reasonable cause.
- O. Bidders are cautioned to not rely on the State during its evaluation process to discover and report to the bidder any defects and errors in the submitted documents. Before submitting their documents, bidders should carefully proof them for errors and full adherence to the IFB requirements.
- P. Where applicable, 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 contract amount will be made due to a lack of careful examination of work sites and specifications.
- Q. The State does not accept alternate contract 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 307** may be viewed at Internet site <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>.

12. Evaluation and Selection

- A. At the time of bid opening, each bid will be checked for the presence or absence of required information in conformance with the submission requirements of this IFB.
- B. The State will evaluate each bid 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 contract, if awarded, shall be awarded to the lowest responsible bidder 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, the State will draw lots to determine the successful contractor. 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.

13. Award and Protest

- A. Whenever a contract is awarded under a procedure that provides for competitive bidding, but the contract is not to be awarded to the low Bidder, the low Bidder shall be notified by telegram, electronic facsimile transmission, overnight courier, or personal delivery five (5) working days prior to the award of the contract.
- B. Upon written request by any bidder, notice of the proposed award shall be posted in a public place in the office of the awarding agency at least five (5) working days prior to awarding the contract.
- C. Grounds for Filing a Protest: After the issuance of the applicable contract award notices as specified in this IFB, the right to protest the proposed award of a contract is afforded any bidder who claims it should have been awarded the agreement because it was the lowest responsible bidder meeting the specifications. The protest must be submitted to the Department of Transportation prior to the award of contract. In such case, the contract shall not be awarded until either the protest has been withdrawn or the Department of Transportation has decided the matter.
- D. Filing an Initial Protest: Within five (5) days after filing the initial protest, the protesting bidder shall file with the Department of Transportation a full and complete written statement specifying the grounds for the protest. The written protest must be sent to the address below:

Department of Transportation
Division of Procurement & Contracts, MS 65
Attention: Bid, Protest, & Dispute Branch Chief
1727 30th Street
Sacramento, CA 95816
Phone Number: (916) 227-6096
Fax Number: (916) 227-6155

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

- E. Upon award of the contract, contractor must complete and submit to the Department of Transportation 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 §18662 et seq. This form can be found on the Internet at www.osp.dgs.ca.gov under the heading STANDARD FORMS. No payment shall be made unless a completed STD 204 has been returned to the Department of Transportation.
- F. Prior to the award of the contract, the awarded bidder(s) must sign and submit to the Department of Transportation, page one (1) of the Contractor Certification Clauses (CCC), **Attachment 3**, or this form can be obtained via the Internet at <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>. Bidder may also, as an option, submit with bid package.

14. Standard Conditions of Service

- A. After award of the contract and execution of the contract, should the contractor fail to commence work within five (5) working days after notification of the starting date, or suspend work for a period of five (5) continuous working days after work has begun, the State may provide five (5) calendar days written notice, posted at the job site or mailed to the contractor, to timely prosecute and complete the work or the contract may be terminated and liquidated damages of \$500.00 assessed for administrative costs for re-bidding the work or awarding the work to another contractor. In addition, that contractor shall be liable to the State for the difference between the contractor's bid price and the actual cost of performing the work by the second low bidder or by another contractor.
- B. All performance under the contract shall be completed on or before the termination date of the contract.
- C. The bidder declares that the only persons or parties interested in this bid proposal as principals are those named herein; that this bid proposal is made without collusion with any other person, firm or corporation; and the bidder has carefully examined the Invitation for Bid (IFB), the Proposed Form of Agreement, and the special provisions herein referred to, and proposes and agrees, if this proposal is accepted, that the bidder will contract with the State to provide all necessary labor, materials, tools or equipment in the time and manner specified.
- D. If the bidder is awarded the contract and refuses to sign the contract presented for signature within the time and manner required, the bidder will be liable to the Department of Transportation for actual damages resulting to the Department therefrom of ten percent (10%) of the amount bid, whichever is less.
- E. 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 or Microbusiness Preference

GC Section 14835 et seq. requires that a five percent (5%) preference be given to contractors who qualify as a certified small business or microbusiness. The rules and regulations of this law, including the definition of a small business for the delivery of services, are contained in 2 CCR 1896 et seq.

To claim the small business or microbusiness preference, your firm must have its principal place of business located in California and be certified by the Department of General Services, OSDS. The preference amount may not exceed \$50,000 for any bid. If prospective Contractor is claiming the five percent (5%) certified small business or microbusiness preference, complete the **Bid/Bidder Certification Sheet, Section 16**, (Attachment 5) and attach a copy of your certification.

Pursuant to GC Section 14838 and 2 CCR 1896, if a bidder is not a certified small business but wishes to be eligible for the five percent (5%) "non-small business" preference, the bidder must subcontract at least 25% of its net bid price to one or more certified small businesses. If prospective Contractor is claiming the five percent (5%) "non-small business" preference, complete the ***Bid/Bidder Certification Sheet, Section 17, and complete Attachment 2, Bidder Declaration form, GSPD-05-105, with the names of all certified Small Business firms being claimed for credit. Attach a copy of the subcontractor's Certified Small Business certificate for each Small Business subcontractor and a copy of all Small Business subcontractor's quote to the Bidder Declaration form, GSPD-05-105.***

Certified Small business and Microbusiness bidder(s) shall have precedence over "non-small business" bidders in the application of Small Business preference(s).

Small Business Preferences may not be applied to any bid deemed non-responsive with the solicitation instructions or from a responsible bidder.

Questions regarding the certification approval process or Small Business program should be directed to OSDS at (800) 559-5529 or (916) 375-4940. For the 24-Hour Recording & Mail Request call (916) 322-5060.

Or E-mail: osdshelp@dgs.ca.gov

Additional References: <http://www.pd.dgs.ca.gov/smbus/default.htm>

2. Disabled Veteran Business Enterprise (DVBE) Program Requirement

This contract is subject to Public Contract Code (PCC), §10115 et seq., Military and Veterans Code (MVC), §999 et seq., and California Code of Regulations (CCR), Title 2, §1896.60 et seq. which requires State funded contracts to have a DVBE participation goal. **The DVBE goal for this specific solicitation is five percent (5%).**

Complete the **Bid/Bidder Certification Sheet, Section 16, (Attachment 5)**. If applicable, attach a copy of your DVBE certification. Refer to California Disabled Veteran Business Enterprise (DVBE) Program Requirements for further detailed information concerning DVBE program requirements, **Attachment 9**. Complete the **required** DVBE forms: Documentation of Disabled Veteran Business Enterprise Program Requirement form, STD 840; Additional Disabled Veteran Business Enterprise Contacts, STD 840A, as appropriate; and Bidder Declaration, GSPD-05-105. Failure to provide detailed cost breakdowns and any other required DVBE information **will be cause for rejection** of your bid.

Additional References: <http://www.pd.dgs.ca.gov/smbus/default.htm>

In accordance with Military and Veterans Code (MVC), §999 et seq., and California Code of Regulations (CCR), Title 2, §1896.99 et seq. an incentive will be given to

bidders achieving DVBE participation of one (1) percent or greater for work described in this solicitation. For bid evaluation purposes only, the State will apply an incentive to bids proposing the utilization of DGS Certified DVBE firms identified on the Bidder Declaration form GSPD-05-105. Information provided on the Bidder Declaration form GSPD-05-105 shall be verified by the State prior to the award of the contract. The incentive amount is dependent upon the verified DVBE percentage participation. The following DVBE participation corresponds to the DVBE Incentive Amount:

Verified DVBE Participation	Incentive Amount
5% and over	5%
4% - 4.99% inclusive	4%
3% - 3.99%	3%
2% - 2.99%	2%
1% - 1.99%	1%

Application of the DVBE Incentive shall not displace an award to a DGS Certified Small Business. Nor shall the DVBE Incentive exceed the lesser of: five (5) percent of the lowest bid or \$100,000.00.

BID PROPOSAL

ADM-1412 (REV. 06/06)

ATTACHMENT 1

CONTRACTOR'S NAME (Please Print):			AGREEMENT NUMBER 04A3037	PAGE 1 of 1	
ITEM NO.	ESTIMATED QUANTITY	UNIT OF MEASURE	JOB CLASSIFICATION	COST PER HOUR (In Figures)	TOTAL (In Figures)
1	3,000	Hours	Laborer/Operator		
2	3,000	Hours	Data Technician		
3	1,200	Hours	Electrician		
4	500	Hours	Radio Technician		
				*CONTRACTOR'S BID AMOUNT	
MATERIALS (EQUIPMENT AND PARTS) (may include but are not limited to cameras, encoders, switches, computer)					500,000.00
SPECIALIZED RENTAL EQUIPMENT (may include but is not limited to fiber optic fusion splicer, bridge inspection platform (snooper), 60 foot JLG personal platform, 120 foot JLG personal platform)					250,000.00
<p>(1) THE ABOVE QUANTITIES ARE ESTIMATES ONLY AND ARE GIVEN AS A BASIS FOR COMPARISON OF BIDS. NO GUARANTEE IS MADE OR IMPLIED AS TO THE EXACT QUANTITY THAT WILL BE NEEDED.</p> <p>(2) IN CASE OF DISCREPANCY BETWEEN THE UNIT PRICE AND THE TOTAL SET FORTH FOR A UNIT BASIS ITEM, THE UNIT PRICE SHALL PREVAIL.</p> <p>(3)*BID COMPARISON, APPLICABLE PREFERENCES, AND/OR DVBE PERCENTAGE GOAL WILL BE CALACULATED FROM THE CONTRACTOR'S BID AMOUNT.</p> <p>(4) 24 HOUR EMERGENCY SERVICE REQUESTS, SATURDAY, SUNDAY, HOLIDAY AND ALL WORK OVER EIGHT (8) HOURS A DAY WILL BE PAID AN ADDITIONAL 25% (PREMIUM TIME)</p>				TOTAL THIS PROPOSAL	

CONTRACTOR SIGNATURE_____
DATE

ATTACHMENT 2

Agreement Number 04A3037

State of California—Department of General Services, Procurement Division
GSPD-05-105 (EST 8/05)

Solicitation Number _____

BIDDER DECLARATION

- 1. Prime bidder information (Review attached Bidder Declaration Instructions prior to completion of this form):**
- a.** Identify current California certification(s) (**MB, SB, SB/NVSA, DVBE**): _____ or **None** ____ (If "None", go to Item #2)
 - b.** Will subcontractors be used for this contract? **Yes** ____ **No** ____ (If yes, indicate the distinct element of work your firm will perform in this contract e.g., list the proposed products produced by your firm, state if your firm owns the transportation vehicles that will deliver the products to the State, identify which solicited services your firm will perform, etc.). Use additional sheets, as necessary.

 - c.** If you are a California certified DVBE: (1) Are you a broker or agent? **Yes** ____ **No** ____
(2) If the contract includes equipment rental, does your company own at least 51% of the equipment provided in this contract (quantity and value)? **Yes** ____ **No** ____ **N/A** ____

2. If no subcontractors will be used, skip to certification below. Otherwise, list all subcontractors for this contract. (Attach additional pages if necessary):

Subcontractor Name, Contact Person, Phone Number & Fax Number	Subcontractor Address & Email Address	CA Certification (MB, SB, DVBE or None)	Work performed or goods provided for this contract	Corresponding % of bid price	Good Standing?	51% Rental?

CERTIFICATION: By signing the bid response, I certify under penalty of perjury that the information provided is true and correct.

BIDDER DECLARATION Instructions**All prime bidders (the firm submitting the bid) must complete the Bidder Declaration.**

1.a. Identify all current certifications issued by the State of California. If the prime bidder has no California certification(s), check the line labeled "None" and proceed to Item #2. If the prime bidder possesses one or more of the following certifications, enter the applicable certification(s) on the line:

- Microbusiness (MB)
- Small Business (SB)
- Small Business Nonprofit Veteran Service Agency (SB/NVSA)
- Disabled Veteran Business Enterprise (DVBE)

1.b. Mark either "Yes" or "No" to identify whether subcontractors will be used for the contract. If the response is "No", proceed to Item #1.c. If "Yes", enter on the line the distinct element of work contained in the contract to be performed or the goods to be provided by the prime bidder. Do not include goods or services to be provided by subcontractors.

Bidders certified as MB, SB, SB/NVSA, and/or DVBE must provide a commercially useful function as defined in Military and Veterans Code Section 999(e)(2)(A) for DVBEs and Government Code Section 14837(d)(4)(A) for small/microbusinesses. For questions regarding commercially useful function determinations made in conjunction with certification approval, contact the Department of General Services, Procurement Division, Office of Small Business and DVBE Certification (OSDC), OSDC Certification and Compliance Unit via email at: osdchelp@dgs.ca.gov

Bids must propose that certified bidders provide a commercially useful function for the resulting contract or the bid will be deemed non-responsive and rejected by the State. For questions regarding the solicitation, contact the procurement official identified in the solicitation.

Note: A subcontractor is any person, firm, corporation, or organization contracting to perform part of the prime's contract.

1.c. This item is only to be completed by businesses certified by California as a DVBE.

(1) Declare whether the prime bidder is a broker or agent by marking either "Yes" or "No". The Military and Veterans Code Section 999.2 (b) defines "broker" or "agent" as a certified DVBE contractor or subcontractor that does not have title, possession, control, and risk of loss of materials, supplies, services, or equipment provided to an awarding department, unless one or more of the disabled veteran owners has at least 51-percent ownership of the quantity and value of the materials, supplies, services, and of each piece of equipment provided under the contract.

(2) If bidding rental equipment, mark either "Yes" or "No" to identify if the prime bidder owns at least 51% of the equipment provided (quantity and value). If **not** bidding rental equipment, mark "N/A" for "not applicable."

2. If no subcontractors are proposed, do not complete the table. Read the certification at the bottom of the form and complete "Page ___ of ___" on the form.

If subcontractors will be used, complete the table listing all subcontractors. If necessary, attach additional pages and complete the "Page ___ of ___" accordingly.

2. (continued) Column Labels

Subcontractor Name, Contact Person, Phone Number & Fax Number—List each element for all subcontractors.

Subcontractor Address & Email Address—Enter the address and if available, an Email address.

CA Certification (MB, SB, DVBE or None)—If the subcontractor possesses a current State of California certification(s), verify on the OSDC website (www.pd.dgs.ca.gov/smbus) that it is still valid and list all current certifications here. Otherwise, enter "None". [Note: A SB/NVSA should not be participating as a subcontractor]

Work performed or goods provided for this contract—Identify the distinct element of work contained in the contract to be performed or the goods to be provided by each subcontractor. Certified subcontractors must provide a commercially useful function for the contract. (See paragraph 1.b above for code citations regarding the definition of commercially useful function.) If a certified subcontractor is further subcontracting a greater portion of the work or goods provided for the resulting contract than would be expected by normal industry practices, attach a separate sheet of paper explaining the situation.

Corresponding % of bid price—Enter the corresponding percentage of the total bid price for the goods and/or services to be provided by each subcontractor. Do not enter a dollar amount.

Good Standing?—Provide a response for each subcontractor listed. Enter either "Yes" or "No" to indicate that the prime bidder has verified that the subcontractor(s) is in good standing for all of the following:

- Possesses valid license(s) for any license(s) or permits required by the solicitation or by law
- If a corporation, the company is qualified to do business in California and designated by the State of California Secretary of State to be in good standing
- Possesses valid State of California certification(s) if claiming MB, SB, and/or DVBE status
- Is **not** listed on the OSDC website as ineligible to transact business with the State

51% Rental?—This pertains to the applicability of rental equipment. Based on the following parameters, enter either "N/A" (not applicable), "Yes" or "No" for each subcontractor listed.

Enter "N/A" if the:

- Subcontractor is NOT a DVBE (regardless of whether or not rental equipment is provided by the subcontractor) or
- Subcontractor is NOT providing rental equipment (regardless of whether or not subcontractor is a DVBE)

Enter "Yes" if the subcontractor is a California certified DVBE providing rental equipment and the subcontractor owns at least 51% of the rental equipment (quantity and value) it will be providing for the contract.

Enter "No" if the subcontractor is a California certified DVBE providing rental equipment but the subcontractor does NOT own at least 51% of the rental equipment (quantity and value) it will be providing.

Read the certification at the bottom of the page and complete the "Page ___ of ___" accordingly.

ATTACHMENT 3
CONTRACTOR CERTIFICATION CLAUSES

CCC-307

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.

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

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (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 §8350 et seq.)

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. Contract Code §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 Section 6072 of the Business and Professions Code, 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 contract equal to the lessor 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% of its contract 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 www.dir.ca.gov, 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 over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code Section 10295.3.

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. Contract Code §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 §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 twelve-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. Contract Code §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. Contract Code §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 U.S.C. 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.
 - 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 FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

ATTACHMENT 5
BID/BIDDER CERTIFICATION SHEET

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

- A. Our all-inclusive bid is submitted in a sealed envelope marked "**Bid Submittal - Do Not Open**".
- B. All required attachments are included with this certification sheet.
- C. I have read and understand the DVBE participation requirements and have included documentation demonstrating that I have met the participation goals or have made a good faith effort.
- D. The signature affixed hereon and dated certifies compliance with all the requirements of this bid document. The signature below authorizes the verification of this certification.
- E. The signature and date affixed hereon certifies that this bid is a firm offer for a 90-day period.

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

1. Company Name	2. Telephone Number ()	2a. Fax Number ()
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 applicable license and/or certification information:		
9. Contractor's State Licensing Board Number	10. PUC License Number CAL-T-	11. Required
12. Bidder' Name (Print)	13. Title	
14. Signature	15. Date	
16. Are you certified with the Department of General Services, Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS) as:		
a. Small Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/>		
If yes, enter certification number: _____		
b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/>		
If yes, enter your service code below: _____		
NOTE: A copy of your Certification is required to be included if either of the above items is checked " Yes ".		
Date application was submitted to OSDS, if an application is pending: _____		
17. Are you a Non-Small Business committing to the use of 25% Certified Small Business Subcontractor Participation? Yes <input type="checkbox"/> No <input type="checkbox"/>		
If Yes, complete and return the Bidder Declaration form, GSPD-05-105 with your bid.		

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, 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	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.
10	Complete if your firm holds a PUC license. This information will be used to verify possession of a PUC license for public works agreements.
11	Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured.
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 OSBCR.
17	Check the applicable box. Complete and return GSPD-05-105 with your Bid.

ATTACHMENT 6

Invitation for Bid 04A3037

BIDDER'S ACKNOWLEDGEMENT OF PREVAILING WAGE REQUIREMENTS

_____ acknowledges that State General Prevailing Wage Rates will
Print Name of Bidder

apply for the Counties of Alameda, Contra Costa, Marin, San Mateo, Sacramento, San Francisco, and Solano. If awarded this contract, I acknowledge it will be my responsibility to ensure the payment of appropriate prevailing wages rates to all employees who participate on this contract throughout the duration of this contract.

Bidder's Signature

Date

STATE OF CALIFORNIA · DEPARTMENT OF TRANSPORTATION

BIDDER'S BOND

ADM-2010 (REV. 8/2007)

Bond No. _____

We _____

_____ as Principal, and

as Surety are bound unto the State of California, Department of Transportation, hereafter referred to as "Obligee", in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the work described below, for the payment of which sum we bind ourselves, jointly and severally,

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitting a bid to the Obligee, for _____

(Copy here the exact description of work, including location, as it appears on the proposal)

for which bids are to be opened at _____

(Insert place where bids will be opened)

_____ on _____

(Insert date of bid opening)

NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files two bonds with the Obligee, one to guarantee faithful performance (if specified in the contract) of the contract and the other to guarantee payment for labor and materials as provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

In the event a suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

Dated: _____, 20____

Correspondence or claims relating to this bond should be sent to the surety at the following address:

-

-

Principal

Surety

By _____

Attorney-in-Fact

CERTIFICATE OF ACKNOWLEDGMENT

State of California

County of _____ SS

On this day of _____ in the year 20____ before me, _____ a notary public in and for the county and state aforesaid, personally appeared _____

Attorney-in-Fact

known to me to be the person whose name is subscribed to the within instrument and known to me to be the Attorney-in-Fact of _____, and acknowledged to me that he (she) subscribed the name of the said company thereto as surety, and his (her) own name as Attorney-in-Fact.

ATTACHMENT 7

(SEAL)

Notary Public

ADA NOTICE For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

STATE OF CALIFORNIA · DEPARTMENT OF TRANSPORTATION

PAYMENT BOND

(Civil Code Section 3247)
ADM-2009 (REV. 10/07)

Bond No. _____

WHEREAS, the State of California, Department of Transportation, hereafter referred to as "Obligee", has awarded to Contractor _____ hereafter referred to as "Principal", a contract for the work described as follows:

AND, WHEREAS, said Principal is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, material men and other persons as provided by law.

NOW, THEREFORE, we the undersigned Principal and Surety are bound unto the Obligee in the sum of _____ dollars

(\$ _____) for which payment we bind ourselves, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if said Principal or its subcontractors shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Principal and his subcontractors pursuant to Revenue and Taxation Code Section 18662 et seq. with respect to such work and labor, that the surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the surety will pay a reasonable attorney's fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

Dated: _____, 20_____ .

Correspondence or claims relating to this bond should be sent to the surety at the following address:

Principal

Surety

By _____
Attorney-in-Fact

NOTE: Signatures of those executing for the surety must be properly acknowledged.

CERTIFICATE OF ACKNOWLEDGMENT

State of California
County of _____ SS

On this _____ day of _____ in the year 20 _____ before me _____, personally appeared _____, *Attorney-in-Fact*

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument as the Attorney-in-Fact of _____, and acknowledged to me that he (she) subscribed the name of the said company thereto as surety, and his (her) own name as Attorney-in-Fact.

(SEAL)

Notary Public

ATTACHMENT 8

ADA NOTICE For individuals with sensory disabilities, this document is available in alternate formats. For information call (916) 654-6410 or TDD (916) 654-3880 or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

CALIFORNIA DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PROGRAM REQUIREMENTS

(Revision Date 02/20/08)

Please read the requirements and instructions carefully before you begin.

AUTHORITY. The Disabled Veteran Business Enterprise (DVBE) Participation Goal Program for State contracts is established in Public Contract Code (PCC), §10115 et seq., Military and Veterans Code (MVC), §999 et seq., and California Code of Regulations (CCR), Title 2, §1896.60 et seq.

The minimum DVBE participation percentage (goal) is 5% for this solicitation unless another percentage is specified in the solicitation.

INTRODUCTION. The bidder must complete the identified forms listed in the [Documentation of Disabled Veteran Business Enterprise Program Requirements, STD 840, Additional Disabled Veteran Business Enterprise Contact, STD 840 A, as appropriate, and the Bidder Declaration, GSPD-05-105](#) to comply with this solicitation's DVBE program requirements. Bids or proposals (hereafter called "bids") that **fail to submit all required forms and fully document and meet one of the DVBE program requirement options shall be considered non-responsive.**

Information submitted by the intended awardee to comply with this solicitation's DVBE requirements will be verified by the State. If evidence of an alleged violation is found during the verification process, the State shall initiate an investigation, in accordance with the requirements of the PCC §10115, et seq., and MVC §999 et seq., and follow the investigatory procedures required by the CCR §1896.80. Contractors found to be in violation of certain provisions may be subject to loss of certification, penalties and/or contract termination.

Only State of California, Office of Small Business and DVBE Services (OSDS), certified DVBEs (hereafter called "DVBE") who perform a commercially useful function relevant to this solicitation, may be used to satisfy the DVBE program requirements. The criteria and definition for performing a commercially useful function are contained herein on the page entitled **Resources & Information**. Bidders are to verify each DVBE subcontractor's certification with OSDS to ensure DVBE eligibility.

PLEASE READ ALL INSTRUCTIONS CAREFULLY. These instructions contain information about the DVBE program requirements, bidder responsibilities, requirements for performing and documenting each of the three available options (Option A, Option B, or Option C) as detailed below, and the DVBE Bid Incentive. Bidders are responsible for thorough review and compliance with these instructions. Complete and document your option selection and related information on the forms identified herein.

To meet the DVBE program requirements, bidders must complete and fully document at least one of the following compliance options:

Option A - Commitment to full DVBE participation - For a bidder who is a DVBE or who is able to meet the commitment to use identified certified DVBE(s) to fulfill the full DVBE participation goal.

Option B - Good Faith Effort - For a bidder documenting its completed effort, made prior to the bid due date, to obtain DVBE participation that may result in partial or no DVBE participation. (For partial participation, identified certified DVBE(s) must be used).

Option C - Business Utilization Plan - For a bidder using an annual plan (subject to pre-bid submission approval) to satisfy DVBE participation requirements. Applies only to solicitations for goods and information technology.

OPTION A – COMMITMENT -- Commit to meet or exceed the DVBE participation requirement in this solicitation by either Method A1 (bidder is a California certified DVBE) or A2 (bidder is not a California certified DVBE). Bidders must document DVBE participation commitment by completing and submitting the attached Documentation of Disabled Veteran Business Enterprise Program Requirements (STD. 840) and the Bidder Declaration (GSPD-05-105) located elsewhere within the solicitation document. Failure to complete and submit the required forms as instructed shall render the bid non-responsive.

At the State's option prior to award of the contract, a written confirmation from each DVBE subcontractor identified on the Bidder Declaration must be provided. As directed by the State, the written confirmation must be signed by the bidder and/or the DVBE subcontractor(s). The written confirmation may request information that includes but is not limited to the DVBE scope of work, work to be performed by the DVBE, term of intended subcontract with the DVBE, anticipated dates the DVBE will perform required work, rate and conditions of payment, and total amount to be paid to the DVBE. If further verification is necessary, the State will obtain additional information to verify the above requirements.

Method A1. Certified DVBE bidder:

- a. Commit to performing at least **5%** of the contract bid amount (unless otherwise specified) with the prime bidder's firm or in combination with another DVBE(s).
- b. Document option intention on the STD. 840 (Section A) and document DVBE participation on the Bidder Declaration GSPD-05-105.
- c. At the State's option a DVBE bidder working in combination with other DVBEs shall submit proof of its commitment by submitting a written confirmation from the DVBE(s) identified as a subcontractor on the Bidder Declaration. When requested, the document must be submitted to the address or facsimile number specified and within the timeframe identified in the notification. Failure to submit the written confirmation as specified may be grounds for bid rejection.

Method A2. Non-DVBE bidder:

- a. Commit to using certified DVBE(s) for at least **5%** (unless otherwise specified) of the bid amount.
- b. When a bidder commits to less than the required **5%** DVBE participation or its commitment may fall below **5%** such as when specific line items/groups are not selected for award, then Option B, Good Faith Effort must be completed.
- c. Document option intention on the STD. 840 (Section A) and document DVBE participation on the Bidder Declaration GSPD-05-105. Note: If Option B is selected, see Good Faith Effort documentation requirements below.
- d. At the State's option prior to contract award, a bidder is to submit proof of its commitment by submitting a written confirmation from each DVBE identified as a subcontractor on the Bidder Declaration GSPD-05-105. The awarding department contracting official named in the solicitation may contact each listed DVBE, by mail, fax or telephone, for verification of the bidder's submitted DVBE information. When requested, the document must be submitted to the address or facsimile number specified and within the timeframe identified in the notification. Failure to submit the written confirmation as specified may be grounds for bid rejection.

OPTION B – GOOD FAITH EFFORT (GFE) performance and documentation requirements must be completely satisfied prior to bid submission if the bidder is unable to obtain and commit to the full DVBE participation percentage goal (Option A) and does not exercise Option C. Perform and document the following Steps 1 through 5 on both pages of the attached STD. 840 form. Failure to perform and document GFE Steps 1 through 5 as instructed, which includes properly completing and submitting both pages of STD. 840 and the Bidder Declaration GSPD-05-105, shall result in the bid being deemed non-responsive.

Step 3, Advertisement, is required unless specifically waived for this solicitation due to time limits imposed by the awarding department.

Step 1: Awarding Department (PCC §10115.2[b][1])

Contact Caltrans, Civil Rights Program by accessing their web site at <http://www.dot.ca.gov/hq/bep> for assistance in identifying DVBEs. You may also fax your request for assistance to Civil Rights at (916) 324-8760, or you may phone (916) 324-1700 or the Toll Free Number (866) 810-6346. The contact must be fully documented and the results described on the STD. 840 (Page 1), Section B, Step 1.

Step 2: Other State and Federal Agencies, and Local Organizations (PCC §10115.2[b][2])

All three entities must be contacted. For searches that are accomplished online, attach screen print(s) of Web results for verification. The screen prints should be current and coincide with the goods/services sought in the State's solicitation.

STATE: Access the list of all certified DVBEs by using the Department of General Services, Procurement Division (DGS-PD), Office of Small Business and DVBE Services (OSDS) online certified firm database at www.pd.dgs.ca.gov/smbus. Begin by selecting "Search for Certified SBs and DVBEs by Specific Criteria." Search by Keywords and/or click on "Include SIC Codes in Search" if you wish to also search by SIC codes. You should also check for subcontractor ads that may be placed on the California State Contracts Register (CSCR) for this solicitation prior to the closing date. You may access the CSCR at: <http://www.cscr.dgs.ca.gov/cscr/>. For questions regarding the online certified firm database and the CSCR, please call the OSDS at (916) 375-4940. All contacts must be fully documented and the results described on the STD. 840 (Page 1), Section B, Step 2.

FEDERAL: Search the U.S. Small Business Administration's (SBA) Central Contractor Registration (CCR) on-line database at www.ccr.gov/ to identify potential DVBEs and click on the "Dynamic Small Business Search" button. Search options and information are provided on the CCR Dynamic Small Business Search site. First time users should click on the "help" button for detailed instructions. You must fully document this contact and describe the results on the STD. 840 (Page 1), Section B, Step 2.

LOCAL: Contact at least one local DVBE organization to identify DVBEs. For a list of local DVBE organizations, please refer to the DVBE Resource Packet that may be accessed online (www.pd.dgs.ca.gov/smbus - select "DVBE Resource Packet") or obtain a hardcopy by requesting it from DGS-PD Office of Small Business and DVBE Services (see the Resources & Information page provided herein). You must fully document your contact with local DVBE organizations and describe the results on the STD. 840 (Page 1), Section B, Step 2.

Step 3: Advertisements (PCC §10115.2[b][3])

Advertisements are mandatory unless waived by the awarding department within the solicitation.

CONTENT REQUIREMENTS: Include all of the following in your advertisement(s): (1) company name; (2) contact name; (3) address; (4) telephone and facsimile numbers (if applicable); (5) e-mail address (if applicable); (6) the State's solicitation number; (7) description of goods and/or services for which subcontractor participation is sought (Note: It must be goods and/or services for which the subcontractor will be performing a commercially useful function); (8) the location(s) of work to be performed; (9) the State's bid due date and/or your due date for receiving DVBE responses.

HOW MANY & WHERE TO PUBLISH: Bidders must publish at a minimum, two (2) ads: one (1) each in a trade paper and a DVBE focus paper unless the paper has a dual purpose (fulfilling both trade and focus

requirements as defined in CCR, Title 2, §1896.61(k)), in which case one (1) ad is acceptable in lieu of the two (2) mentioned above. Please see the DVBE Resource Packet for a list of acceptable publications.

WHEN: Pursuant to CCR §1896.63(2), advertisements must be published after the solicitation's release date and at least 14 days prior to the bid due date, unless a different time period is expressly established in this solicitation.

DOCUMENT & SUBMIT: On the STD. 840 (Page 2), Section C, Step 3, document the publication name(s) where advertisement(s) were published, the contact name and phone number, and the date of publication. Include a copy of the advertisement(s) with your bid.

Step 4: Invitations to Participate (PCC §10115.2[b][4])

WHO: Invite (solicit) DVBEs who can provide relevant goods and/or services to this solicitation to subcontract with you. Conducting Steps 1 through 3 produces a list of DVBEs from which you may choose potential DVBE subcontractors to contact. Bidders are advised to contact as many DVBEs (who provide relevant goods and/or services in the applicable location(s)) as possible. **Only California certified DVBEs should be contacted** -- please refer non-California certified DVBEs to the OSDS to learn about certification (see the Resources & Information page for contact information).

FOR WHAT: Solicit DVBEs for goods and/or services relevant to the State's solicitation. If you are unable to identify specific portions of the proposed contract to subcontract, the State encourages bidders to avoid making a predetermination that no DVBEs are able to perform or no portions of the work can be subcontracted, without first contacting and soliciting participation from them. This allows DVBEs to respond whether they can or cannot provide goods or services related to the solicitation, and provides a bidder with responses for consideration.

HOW TO INVITE & CONTENT REQUIREMENTS: Written invitations are required. At a minimum, invitations must contain all of the following: (1) company name; (2) contact name; (3) address; (4) telephone and facsimile (if applicable) numbers; (5) return e-mail address (if applicable); (6) the State's solicitation number; (7) description of goods and/or services for which subcontractor participation is sought (Note: It must be goods and/or services for which the subcontractor will be performing a commercially useful function); (8) the location(s) of work to be performed; (9) the State's bid due date and/or your due date for receiving DVBE responses.

The invitation should also include the anticipated schedule for subcontractor performance and terms/conditions related to payment of the subcontractor.

WHEN: Provide DVBEs with a reasonable time period to receive and respond to your invitation, and to be considered by you for participation as described in Step 5 (below), prior to your bid submission.

DOCUMENT & SUBMIT: Bidders must document the completed contacts on STD. 840 (Page 2), Section C. Attach additional copies of STD. 840A as necessary to list your DVBE contacts. You are required to attach a copy of: (1) each invitation or offer sent by mail, fax or e-mail; and (2) should include confirmation of transmittal or delivery. Your bid may be considered non-responsive if it fails to include copies of the written invitations and delivery confirmations.

Step 5: Consider all responding DVBEs for contract participation (PCC §10115.2[b][5])

Consideration must be based on business needs for this contract and the same evaluation criteria must be applied to each potential DVBE subcontractor offering the same goods and services. Any firm selected for participation must be documented on the Bidder Declaration GSPD-05-105. Bidders must commit to using the certified DVBEs in the capacity and for the amount identified on the GSPD-05-105. Any firm not selected must be identified on the STD. 840 (Page 2), Section C,

and the reason for non-selection documented on the form. Attach additional copies of STD. 840A as necessary to list all of your DVBE contacts that were not selected.

OPTION C – THE DVBE BUSINESS UTILIZATION PLAN (BUP) option permits bidders to submit an approved DVBE BUP to satisfy DVBE participation solicitation requirements up to **5%**. **DVBE BUPs apply only to solicitations for goods and Information Technology (IT) goods and services.** DVBE BUPs are a company’s commitment to expend a minimum of **5%** of its total statewide contract dollars with DVBEs -- this percentage is based on all of its contracts held in California, not just those with the State. DVBE BUPs must be submitted to and approved by the DGS-PD prior to the bid due date. Please call the DGS-PD, Office of Small Business and DVBE Services for assistance. Bidders choosing this option must properly complete and submit STD. 840 (Section A), the Bidders Declaration (GSPD-05-105), and include a copy of its approval letter with the bid; failure to submit these documents shall render your bid non-responsive.

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

Confirmed DVBE Participation of:	DVBE Incentive:
5% or Over	5%
4% to 4.99% inclusive	4%
3% to 3.99% inclusive	3%
2% to 2.99% inclusive	2%
1% to 1.99% inclusive	1%

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

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

RESOURCES AND INFORMATION

For questions regarding bid documentation requirements, **contact the contracting official at the awarding department for this solicitation.** In accordance with Public Contract Code Section 10115.2(b)(3), bidders must advertise in trade and focus publications unless the requirement is waived. The Department of General Services, Procurement Division (DGS-PD) publishes a list of trade and focus publications to assist bidders in meeting these contract requirements. To obtain this list, please contact the DGS-PD Office of Small Business and DVBE Services and request the "DVBE Resource Packet."

U.S. Small Business Administration (SBA):
Use the Central Contractor Registration (CCR) on-line database.
Internet contact only –Database: www.ccr.gov/.

FOR:
Service-Disabled Veteran-owned businesses in California (Remember to verify each DVBE's California certification.)

Local Organizations (see the DVBE Resource Packet available from DGS-PD DVBE Program Section listed below)

FOR:
List of potential DVBE subcontractors

DGS-PD Office of Small Business and DVBE Services (OSDS)
707 Third Street, Room 1-400, West Sacramento, CA 95605

Website: www.pd.dgs.ca.gov/smbus

OSDS Receptionist, 8 am-5 pm: (916) 375-4940

PD Receptionist, 8 am-5 pm: (800) 559-5529

Fax: (916) 375-4950

Email: osdchelp@dgs.ca.gov

- FOR:**
- Directory of California-Certified DVBEs
 - Certification Applications
 - Certification Information
 - Certification Status, Concerns
 - General DVBE Program Info.
 - DVBE Resource Packet
 - DVBE Business Utilization Plan
 - Small Business/DVBE Advocates

ADVERTISEMENT FORMAT EXAMPLE

This example offers a suggested format that includes required information outlined in Option B, Good Faith Effort, Step 3. You can substitute the applicable information for the bolded, italicized words.

DVBEs are invited to participate as a potential subcontractor to perform a commercially useful function specific to ***DGS' IFB No. 12345 for fencing materials in Chowchilla.***

***DVBE responses due to me 1/1/02;
Bids due to the State 1/15/02.***

Contact: ***ABC Company
Jane Doe, General Manager
123 Main Street, Sacramento, CA 95814
voice: 555/555-5555; fax: 555/555-5556
or e-mail: jane.doe@abcco.com***

Commercially Useful Function Definition

California Code of Regulations, Title 2, § 1896.61(l):

The term "DVBE contractor, subcontractor or supplier" means any person or entity that satisfies the ownership (or management) and control requirements of §1896.61(f); is certified in accordance with §1896.70; and provides services or goods that contribute to the fulfillment of the contract requirements by performing a commercially useful function.

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

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

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

STATE OF CALIFORNIA – GENERAL SERVICES PROCUREMENT DIVISION

DOCUMENTATION OF DISABLED VETERAN BUSINESS ENTERPRISE PROGRAM REQUIREMENTS

STD. 840 (REV. 3/2007)

A. Designation Of Option – Check the appropriate box(es) to indicate the option(s) with which you choose to comply, complete the applicable sections and attach the required supporting documentation. You are advised to read all instructions carefully prior to completing this form. Remember that only California certified DVBEs who can provide related goods and/or services may be used to satisfy these program solicitation requirements. DVBEs must perform a commercially useful function. During contract performance, all requests for substituting DVBE subcontractors must be made in accordance with the provisions of California Code of Regulations, Title 2, §1896.64(c).

OPTION A – I commit to meeting the full DVBE Agreement participation requirement.

Complete: STD. 840, Section A (check the box on this form) and Bidder Declaration form GSPD-05-105 (located elsewhere in the solicitation)

OPTION B – I performed and documented a Good Faith Effort (GFE) in an attempt to obtain DVBE participation.

Complete: STD. 840, Section A (check the box on this form),
STD. 840, Section B (for GFE Steps 1 & 2),
STD. 840 (REVERSE), Section C (for GFE Steps 3-5), and
Bidder Declaration form GSPD-05-105 (located elsewhere in the solicitation)

OPTION C – I submit a copy of my firm’s “Notice of Approved DVBE Business Utilization Plan.”

Complete: STD. 840, Section A (check the box on this form) and Bidder Declaration form GSPD-05-105 (located elsewhere in the solicitation)

B. Documentation of Good Faith Effort Steps 1 and 2 – Full information must be provided. Remember to carefully read all instructions prior to completing this form. Please refer to the Resources & Information page for detailed contact information.

STEP 1. Contact the Awarding Department (the contracting official, unless another contact is specified) to identify potential DVBE subcontractors, and document this contact below.

Date Contacted / /	Contact Name	Telephone Number () - ext.
Describe Result		

STEP 2. Contact all of the following and document your contacts as required: Other State and federal agencies and local organizations to identify potential DVBE subcontractors. **Attach screen print(s) of Web Results for verification.**

Other State Agency – Procurement Division, Office of Small Business and DVBE Services (OSDS)

PHONE CONTACT OR ONLINE SEARCH	Date / /	Telephone Number (916) 375-4940	Contact Name	<input type="checkbox"/> I contacted the OSDS for a list of California certified DVBEs.
	Date / /	Internet Address www.pd.dgs.ca.gov/smbus		<input type="checkbox"/> I searched the OSDS online database to identify California certified DVBEs.

Describe Result

Federal Agency – U.S. Small Business Administration (SBA) online database

Date / /	Internet Address www.ccr.gov/	<input type="checkbox"/> I searched the federal online database for California DVBEs.
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Describe Result

Local DVBE Organizations – Contact at least one local DVBE organization – refer to the DVBE Resource Packet for a list of acceptable contacts. (www.pd.dgs.ca.gov/smbus – select “DVBE Resource Packet”)

Date / /	Organization Name	Contact Name	Telephone Number and/or Internet Address () - www.
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Describe Result

Date / /	Organization Name	Contact Name	Telephone Number and/or Internet Address () - www.
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Describe Result

Go to Page 2, Section C to continue Good Faith Effort documentation ⇒

STATE OF CALIFORNIA – GENERAL SERVICES PROCUREMENT DIVISION

DOCUMENTATION OF DISABLED VETERAN BUSINESS ENTERPRISE PROGRAM REQUIREMENTS

STD 840 (REV. 3/2007) (REVERSE)

C. Documentation of Good Faith Effort Steps 3, 4 and 5 – Full information must be provided.

STEP 3. Publish advertisements: At least two (2) advertisements: One (1) ad in an accepted trade paper; and one (1) ad in an accepted DVBE focus paper (please see the DVBE Resource Packet for a list of all accepted publications and a sample advertisement format); unless the paper is an approved dual purpose (fulfilling both trade and focus requirements), in which case one (1) ad is acceptable. **Document this step as required and remember to attach a copy of your advertisement(s).**

Focus Paper Name (list full name)	Contact Name	Telephone Number () -
Address		Date Ad Published / /
Trade Paper Name (list full name)	Contact Name	Telephone Number () -
Address		Date Ad Published / /

I certify the ad was placed to reach both trade and focus audiences through this one publication.

Trade and Focus Paper Name (list full name)	Contact Name	Telephone Number () -
Address		Date Ad Published / /

STEP 4 & STEP 5. Document your completed contacts with (Step 4) and consideration of (Step 5), relevant DVBEs. Business reasons for non-selection must be explained. Attach additional pages to list all other DVBE contacts (you may use STD. 840A). Copies of all written invitations must be attached. Delivery confirmations should also be attached and submitted with the bid.

Date Contacted / /	DVBE Company Name	DVBE Contact Name & Reference #	Telephone Number () - ext.	Fax Number () -	E-mail (if available)
Street Address, City, State, and Zip Code					

DVBE was selected and is listed on the GSPD-05-105 DVBE not selected for the following business reasons:

Date Contacted / /	DVBE Company Name	DVBE Contact Name & Reference #	Telephone Number () - ext.	Fax Number () -	E-mail (if available)
Street Address, City, State, and Zip Code					

DVBE was selected and is listed on the GSPD-05-105 DVBE not selected for the following business reasons:

Date Contacted / /	DVBE Company Name	DVBE Contact Name & Reference #	Telephone Number () - ext.	Fax Number () -	E-mail (if available)
Street Address, City, State, and Zip Code					

DVBE was selected and is listed on the GSPD-05-105 DVBE not selected for the following business reasons:

ATTACH ADDITIONAL PAGES (OR USE STD. 840A) TO LIST ALL OTHER DVBE CONTACTS

STATE OF CALIFORNIA – GENERAL SERVICES PROCUREMENT DIVISION

ADDITIONAL DISABLED VETERAN BUSINESS ENTERPRISE CONTACTS

STD. 840A (REV. 3/2007)

This document may be used as a continuation from Section C, STD. 840, Steps 4 & 5

Date Contacted / /	DVBE Company Name		
DVBE Contact Name & Reference #	Telephone Number () - ext.	Fax Number () -	E-mail (if available)
Street Address, City, State, and Zip Code			

DVBE was selected and is listed on the GSPD-05-105 DVBE not selected for the following business reasons:

Date Contacted / /	DVBE Company Name		
DVBE Contact Name & Reference #	Telephone Number () - ext.	Fax Number () -	E-mail (if available)
Street Address, City, State, and Zip Code			

DVBE was selected and is listed on the GSPD-05-105 DVBE not selected for the following business reasons:

Date Contacted / /	DVBE Company Name		
DVBE Contact Name & Reference #	Telephone Number () - ext.	Fax Number () -	E-mail (if available)
Street Address, City, State, and Zip Code			

DVBE was selected and is listed on the GSPD-05-105 DVBE not selected for the following business reasons:

Date Contacted / /	DVBE Company Name		
DVBE Contact Name & Reference #	Telephone Number () - ext.	Fax Number () -	E-mail (if available)
Street Address, City, State, and Zip Code			

DVBE was selected and is listed on the GSPD-05-105 DVBE not selected for the following business reasons:

Date Contacted / /	DVBE Company Name		
DVBE Contact Name & Reference #	Telephone Number () - ext.	Fax Number () -	E-mail (if available)
Street Address, City, State, and Zip Code			

DVBE was selected and is listed on the GSPD-05-105 DVBE not selected for the following business reasons:

DVBE Program Requirements Supplier Checklist (Rev. 2-28-2005)

Please do not submit this checklist with your bid. It is provided for your use only. Checking every box of your elected compliance option does not guarantee that your bid will be deemed compliant.

<input type="checkbox"/> OPTION A: COMMITMENT TO DVBE AGREEMENT PARTICIPATION
<input type="checkbox"/> STD. 840 included with bid
<input type="checkbox"/> Designated the Commitment Option in Section A – Checked the first box of the form STD. 840
<input type="checkbox"/> Bidder Declaration form GSPD-05-105 completed and included with bid
<input type="checkbox"/> Proposed DVBE participation meets the 5% requirement (unless a different percentage is specified)
<input type="checkbox"/> OPTION B: GOOD FAITH EFFORT (GFE)
<input type="checkbox"/> STD. 840 included with bid
<input type="checkbox"/> Designated the GFE Option in Section A – checked the second box of the form STD. 840
<input type="checkbox"/> Bidder Declaration form GSPD-05-105 completed and included with bid (any participation obtained is identified on the form)
<input type="checkbox"/> (Step 1) Contacted the Awarding Department and listed the contact information and results
<input type="checkbox"/> (Step 2) Contacted Other State agency (Office of Small Business and DVBE Services) and listed the contact and results – if a DVBE search was conducted online, included a screen print with bid
<input type="checkbox"/> (Step 2) Searched the Federal U.S. Small Business Administration (SBA) using the Central Contractor Registration (CCR) on-line database, noted the results and included a screen print with bid
<input type="checkbox"/> (Step 2) Contacted Local DVBE Organization(s) and listed the contact and results – if a DVBE search was conducted online, included a screen print with bid
<input type="checkbox"/> (Step 3) Advertised – IF NOT WAIVED IN THE SOLICITATION
<ul style="list-style-type: none">• Listed full information for the advertisement(s) and publication(s)• At least 2 ads (one in a trade publication and one in a DVBE focus publication); OR 1 ad in one approved dual-purpose publication (for approved publications, see the Resource Packet at www.dgs.ca.gov/smbus)• Attached a copy of the advertisement(s) and affidavit(s) of publication• The advertisements were published at least 14 days prior to the bid due date (or lesser time as specified)• The advertisements included required contact information
<input type="checkbox"/> (Step 4) Listed on STD. 840 all DVBEs contacted that were not selected to perform as subcontractors
<ul style="list-style-type: none">• Attached copies of the invitations sent to DVBEs• Invitations included the required contact information• Attached copies of the delivery confirmations for invitations to DVBEs (e.g. mail receipts, fax confirmations, etc.)
<input type="checkbox"/> (Step 5) Listed the business reasons for non-selection of DVBEs contacted
<input type="checkbox"/> OPTION C: BUSINESS UTILIZATION PLAN (BUP)
<input type="checkbox"/> Prior to the bid due date – Submitted a BUP to DGS-PD and received approval
<input type="checkbox"/> STD. 840 included with bid
<input type="checkbox"/> Designated the BUP Option in Section A – Checked the third box of the form STD. 840
<input type="checkbox"/> Attached a copy of the BUP Approval letter from DGS-PD
<input type="checkbox"/> Bidder Declaration form GSPD-05-105 completed and included with bid

ATTACHMENT 10
Invitation for Bid No. 04A3037

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 the State. 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.**

<u>Attachments</u>	<u>Attachment Name/Description</u>
___ Attachment 1	Bid Proposal, ADM 1412
___ Attachment 2	Bidder Declaration, GSPD-05-105
___ Attachment 3	Contractor Certification Clauses (CCC 307). The CCC can also be found on the Internet at http://www.dgs.ca.gov/contracts . Page one (1) must be signed and submitted prior to the award of the contract.
___ Attachment 4	Noncollusion Affidavit for Public Works
___ Attachment 5	Bid/Bidder Certification Sheet
___ Attachment 6	Bidder's Acknowledgement Of Prevailing Wage Requirements
___ Attachment 7	Bidder's Bond, ADM 2010
___ Attachment 9	Documentation of DVBE Program Requirements, STD. 840; Additional DVBE Contacts and STD. 840A, as appropriate.
___ Attachment 10	Attachment Checklist

ATTACHMENT # 11
 Sample Standard Agreement

AGREEMENT NUMBER
04A3037
REGISTRATION NUMBER

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

STATE AGENCY'S NAME

Department of Transportation (Department)

CONTRACTOR'S NAME

TO BE DETERMINED

2. The term of this Agreement is: June 2008 through June 2010

3. The maximum amount of this Agreement is:



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

Note to Bidders:
 The following 24 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.

Exhibit A – Scope of Work	3 Pages
Exhibit B – Budget Detail and Payment Provisions	8 Pages
Exhibit C* – General Terms and Conditions (Electronic File: GTC 307)	
Exhibit D - Special Terms and Conditions	5 Pages
Exhibit E – Additional Provisions	7 Pages
Attachment 1 - Bid Proposal	1 Page
Attachment 2 - Bidder Declaration Form, GSPD-05-105	

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 <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>*

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		<i>California Department of General Services Use Only</i>
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)		
TO BE DETERMINED		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
STATE OF CALIFORNIA		
AGENCY NAME		
Department of Transportation		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
Division of Procurement and Contracts, MS 65 1727 30 th Street Sacramento, CA 95816		

Exempt per:

EXHIBIT A Standard Agreement

SCOPE OF WORK

1. Contractor agrees to provide to the Department of Transportation (Department) maintenance and repair of security video equipment as described herein:

The Bay Area Security Enhancement (BASE) System consists of more than 1,500 individual pieces of equipment including but not limited to, cameras, detectors, encoders, switches, radios, and antennas. The operational success of the BASE System depends on continuous and dedicated maintenance, repair and/or replacement of the equipment that shall be provided by the Contractor.

2. The services shall be performed at eight (8) Bay Area bridges, (Antioch Bridge, Benicia-Martinez Bridge, Carquinez Bridge, Zampa Bridge, Dumbarton Bridge, Richmond-San Rafael Bridge, San Francisco-Oakland Bay Bridge, and the San Mateo-Hayward Bridge), the Caldecott Tunnel, and the Posey/Webster Tubes.
3. This Agreement will commence in June 2008 as presented herein or upon approval by the State, whichever is later and no work shall begin before that time. This Agreement is of no effect unless approved by the State. The Contractor shall not receive payment for work performed prior to approval of the Agreement and before receipt of notice to proceed by the Contract Manager. This Agreement shall expire in June 2010. The services shall be provided Monday through Friday, and may be required occasionally on weekends and holidays. The parties may amend this agreement as permitted by law.
4. All inquiries during the term of this Agreement will be directed to the project representatives listed below:

Department of Transportation	Contractor:
Section/Unit:	Section/Unit:
Contract Manager:	Project Manager:
Address:	Address:
Bus. Phone No.:	Bus. Phone No.:
Fax No:	Fax No:
Email:	Email:

EXHIBIT A

Standard Agreement

5. Detailed description of work to be performed and duties of all parties:

- A. Contractor shall provide all necessary labor, equipment, tools, parts, materials, and incidentals to perform routine maintenance, repair and replacement of security cameras and associated equipment on eight (8) Bay Area bridges, the Caldecott Tunnel, and the Posey/Webster Tubes. Contractor may also be required to provide/rent specialized equipment not generally used by electrical contractors, such as, bridge inspection platforms, and high lift equipment.

1.) Routine Maintenance

Includes inspection of wireless and network devices, adjustment of sensors and antennas, and cleaning of camera lenses.

2.) Repair and/or Replacement

The Contractor shall repair and/or replace any or all necessary parts of the BASE equipment, and/or cabling for the BASE equipment as needed for correct operation and compliance with regulations and code, manufacturers' settings and operational specifications.

a.) Repair and/or replacement of BASE equipment include but is not limited to radios (point-to-point, multipoint, 802.11b), Ethernet switches and video encoders, electrical panels, power supplies, cabinets, control devices, antennas, cameras, computer equipment, and displays.

b.) Repair and/or replacement of cabling for the BASE equipment include but is not limited to multimode and single mode fiber optic, Ethernet Cat 5, coaxial, power, sensor, and control cables.

3.) 24-Hour Response Service

The Contractor shall provide a response and action plan to all requests for maintenance, repair and/or replacement, whether by phone, electronic mail (e-mail), or in person, within twenty-four (24) hours of the Department's reporting of trouble or equipment breakdown.

- 4.) Upon completion of any service as described above, the Contractor shall provide written certification that the serviced equipment is in good working condition, and meets all manufacturers' settings and operational specifications.

EXHIBIT A

Standard Agreement

- 5.) All services shall be scheduled by the Contract Manager or designee and shall begin upon notification by the Contract Manager or designee.
- B. Access to BASE equipment will vary depending on the location of the project site.
- 1.) Easy Access: Readily accessible and/or in-doors with no special requirements.
 - 2.) Medium Access: May require traffic control (i.e. lane closure), special equipment (i.e., boat for bridge pier locations), and/or limited hours (i.e. nighttime).
 - 3.) Difficult Access: Confined spaces, elevated heights (i.e., towers, platforms), and/or limited access (i.e. bridge railings, catwalks).
- C. Traffic Control/Boat access
- 1.) Caltrans will provide the required traffic control/lane closures.
 - 2.) Caltrans will provide the required boat to access bridge mounted equipment.
 - 3.) The Contractor shall provide the Contract Manager or designee a minimum of seven (7) working days notice for need of traffic control/lane closure, and boat for access to bridge mounted equipment.
- D. Regulations and Codes

All electrical equipment shall conform to the standards of the National Electrical Manufacturers Association (NEMA), the Underwriters' Laboratories Inc. (UL), the Electrical Testing Laboratories (ETL), the National Electrical Testing Association, Inc. (NETA) or the Electronic Industries Association (EIA), wherever applicable. In addition to the provisions of the Caltrans Standard Plans, and Caltrans Standard Specifications, all materials and workmanship shall conform to the requirements in the National Electrical Code, hereinafter referred to as the Code; California Code of Regulations, Title 8, Chapter 4, Subchapter 5, Electrical Safety Orders; Rules for Overhead Electrical Line Construction, General Order No. 95 of the Public Utilities Commission; Standards of the American Society for Testing and Materials (ASTM); American National Standards Institute (ANSI) and any local ordinances which may apply. Wherever reference is made to any of the standards mentioned above, the reference shall be construed to mean the code, order or standard that is in effect on the day the Notice to Contractors for the work is dated.

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BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered and approved by the Contract Manager, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for expenditures incurred in accordance with the rates specified in **Attachment 1**. Incomplete or disputed invoices shall be returned to the Contractor, unpaid, for correction.
- B. Invoices shall be itemized in accordance with Attachment 1, include dates and types of service, hourly rate, receipts for materials and supplies as proof of actual cost, reference this Agreement number and shall be submitted in triplicate not more frequently than monthly in arrears to the Contract Manager at the following address:

Department of Transportation
(Program/Division/District) _____
Attn: ____ (Contract Manager) _____
(Street/P.O. Box) _____
(City, State, Zip) _____

- C. The Contractor shall submit a certified copy of all payroll records for verification by the Department's 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 the Contractor.
- D. The State will honor cash discounts and will make payment to the Contractor in accordance with the cash discount terms specified on the invoice, provided requirements of the Agreement have been met. Discount must be a minimum of one half of 1% of the amount due, but not less than \$25.00.

2. Budget Contingency Clause

- A. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional or legislative appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to the State 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

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restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms or funding of this Agreement in any manner.

- C. It is mutually agreed that if 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.
- D. The State 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. Cost Limitation

- A. Total amount of this Agreement shall not exceed \$_____.
- B. It is understood and agreed that this total is an estimate and that the State will pay only for those services actually rendered as authorized by the Agreement manager or his/her designee.

4. Rates

The Contractor shall perform all work under this Agreement for the sum of \$_____.

5. Materials/Supplies

The Contractor will be reimbursed for the actual cost of materials/supplies purchased to be consumed or installed at the work site in performance of the Agreement (including applicable sales tax), without additional allowance for markup. Contractor costs associated with the purchase and installation of materials/supplies are considered as a component of the Contractor's hourly rate for services that include wages, overhead, general and administrative expenses and profit. Cost of materials/supplies are to be substantiated by a copy of the appropriately signed invoice verifying the actual cost and delivery of the replaced components to the Department.

6. Inclusive Costs

- A. 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 SALES AND USE TAXES required by law or otherwise shall be included in the Agreement rates and no additional allowance will be made thereof, unless separate payment provision should specifically so provide.
- B. Contractors shall make travel and subsistence payments to each worker in compliance with Labor Code sections 1773.1 and 1773.9. Travel and subsistence

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requirements are available on the Department of Industrial Relations website at <http://www.dir.ca.gov/DLSR/PWD/>.

7. Payroll Records

- A. The Contractor and each Subcontractor shall comply with the following provisions. The Contractor shall be responsible for compliance by its subcontractors.
 - 1.) Each Contractor and Subcontractor shall keep accurate payroll records and supporting documents as mandated by Section 1776 of the California Labor Code and as defined in Section 16000 of Title 8 of the California Code of Regulations, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the 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 Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.
 - 2.) The payroll records enumerated under paragraph (1) above shall be certified as correct by the contractor under penalty of perjury. The payroll records and all supporting documents shall be made available for inspection and copying by the Department's representatives at all reasonable hours at the principal office of the Contractor. The contractor shall provide copies of certified payrolls or permit inspection of its records as follows:
 - a.) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.
 - b.) A certified copy of all payroll records enumerated in paragraph (1) above, shall be made available for inspection or furnished upon request to a representative of the Department, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to the Department, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the Contractor.
 - c.) The public shall not be given access to certified payroll records by the Contractor. The Contractor is required to forward any requests for certified

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payrolls to the Contract Manager by both facsimile and regular mail on the business day following receipt of the request.

- 3.) Each Contractor shall submit a certified copy of the records enumerated in paragraph (1) above, to the entity that requested the records within ten (10) days after receipt of a written request.
 - 4.) Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the Department 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 the Contractor awarded the Agreement or performing the Agreement shall not be marked or obliterated.
 - 5.) The Contractor shall inform the Department of the location of the records enumerated under paragraph (1) above, including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.
 - 6.) The Contractor or Subcontractor shall have ten (10) days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the Contractor or Subcontractor fails to comply within the ten-day period, he or she shall, as a penalty to the Department, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by the Department from payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of a subcontractor to comply with this section.
- B. The penalties specified in paragraph 6 above for noncompliance with the provisions of said Section 1776 will be deducted from any monies due or which may become due to the Contractor. Penalties assessed for failure to submit certified payrolls are forfeitures and not retentions that will be returned to the 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 employee's address and social security number need only appear on the first payroll on which his name appears. 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 the Department or on any form with identical wording. Any payroll that does not include the required "Statement of Compliance" will be deemed

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inadequate and unacceptable. The Contractor shall be responsible for the submission of copies of payrolls of all subcontractors.

- D. The 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. The Contractor shall submit a certified copy of all payroll records for verification by the Department's Contract Manager and/or Designee with each invoice. When progress payments are called for, the 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 the Contractor.
- F. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this clause.

8. Penalty

- A. The Contractor and any Subcontractor under the Contractor shall comply with Labor Code Sections 1774 and 1775. In accordance with said Section 1775, the Contractor shall forfeit, as a penalty to the Department, not more than fifty dollars (\$50) 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 contract by him or her, or by any subcontractor under him/her, 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 the Contractor or Subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the Contractor or Subcontractor in meeting his or her 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 the 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 his or her 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 the 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

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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 the Contractor and the Subcontractor for the performance of work on the public works project shall include a copy of the provisions of Sections 1771, 1775, 1775.5, 1776, 1813 and 1815 of the Labor Code.
 - 2.) The 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 his or her workers the specific prevailing rate of wage, the 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, the Contractor shall obtain an affidavit signed under penalty of perjury for the Subcontractor that the Subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to Section 1813.
- D. Pursuant to Section 1775 of the Labor Code, the Department shall notify the 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 the Department determines that employees of a Subcontractor were not paid the general prevailing rate of per diem wages and if the Department did not retain sufficient money under the contract to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, the Contractor shall withhold an amount of moneys due the Subcontractor sufficient to pay those employees the general prevailing rate of per diem wages if requested by the Department.
- F. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this clause.

9. State General Prevailing Wage Rates

- A. The Contractor agrees to comply with all of the applicable provisions of the Labor Code including, those provisions requiring the payment of not less than the general prevailing rate of wages. The Contractor further agrees to the penalties and forfeitures

EXHIBIT B Standard Agreement

provided in said Code in the event a violation of any of the provisions occurs in the execution of this Agreement.

- B. Pursuant to Section 1771.5 of the Labor Code, 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 of the provisions of this clause.

10. State Prevailing Wage Rate Determinations

- A. The General Prevailing Wage Rate Determinations applicable to the project are available and on file with the Department's Regional/District Labor Compliance Office. These wage rate determinations are made a specific part of this contract by reference pursuant to Labor Code Section 1773.2. Any special wage rate determinations applicable to this project are attached.
- B. General Prevailing Wage Rate Determinations applicable to this project may also be obtained from the Department of Industrial Relations Internet site 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 the Contractor from the Department's District/Regional Labor Compliance Officer. These wage rate determinations are to be posted by the Contractor at the job site in accordance with Section 1773.2 of the California Labor Code.

11. Hours of Labor

- A. Eight (8) hours labor constitutes a legal day's work. The Contractor shall forfeit, as a penalty to the State of California, twenty-five dollars (\$25.00) for each worker employed in the execution of the Agreement by the Contractor or any Subcontractor under the Contractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and 40 hours in any one calendar week in 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)

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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.

12. Employment of Apprentices

- A. Where either the prime contract or the subcontract exceeds \$30,000, the 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, P. O. Box 420603, San Francisco, California 94142-0603, or one of its branch offices, for additional information regarding the employment of apprentices and for the specific journey-to-apprentice ratios for the contract work. The prime Contractor is responsible for all subcontractors' compliance with these requirements. Penalties are specified in Labor Code Section 1777.7.
- C. Any subcontract entered into as a result of this contract shall contain all of the provisions of this article.

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SPECIAL TERMS AND CONDITIONS

1. Default

If, after award and execution of the Agreement, the Contractor defaults, the Agreement may be terminated for non-satisfactory performance. Contractor may be assessed damages in the amount of \$500 for administrative costs. Additionally, the Contractor may be liable to the State for the difference between the Contractor's original bid price and the actual cost of performing the work by the second low bidder or by another contractor.

2. Right To Terminate

- A. The State reserves the right to terminate this Agreement, without cause, subject to a 30-day written notice to the Contractor.
- B. The State may terminate this Agreement immediately for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the Agreement. In this instance, the Agreement termination shall be effective as of the date indicated on the State's notification to the Contractor.
- C. In the event that the total Agreement amount is expended prior to the expiration date, the State may, at its discretion, terminate this Agreement with a 30-day notice to contractor.

3. Retention of Records/Audits

- A. For the purpose of determining compliance with Public Contract Code Section 10115, et. seq. and Title 21, California Code of Regulations, Chapter 21, Section 2500 et. seq., when applicable, and other matters connected with the performance of the contract pursuant to Government Code Section 8546.7, the Contractor, Subcontractors and the State shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the contract, including but not limited to, the costs of administering the contract. All parties shall make such materials available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. The State, the State Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the Contractor that are pertinent to the contract for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.
- B. Any subcontract entered into as a result of this Agreement shall contain all the provisions of this clause.

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4. Subcontractors

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor.
- B. The Contractor shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted except for subcontractors listed on Attachment 2, Bidder Declaration Form, GSPD-05-105.
- C. Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to subcontractors.
- D. Contractor shall pay its subcontractors within ten (10) calendar days from receipt of each payment made to the Contractor by the State.
- E. Any substitution of subcontractors must be approved in writing by the Department's Contract Manager in advance of assigning work to a substitute subcontractor.

5. Subcontracting Provisions

- A. Attention is directed to Section 8.1.01, "Subcontracting", of the May 2006 Standard Specifications and these special provisions.
- B. The Contractor will be permitted to subcontract portions of the work included in any lump sum item for work covered by these special provisions without the entire item being considered as subcontracted.
- C. The "Subletting and Subcontracting Fair Practices Act" (Public Contract Code Section 4100-4113, inclusive) requires subcontractors on public works or improvement projects to be listed on the Subcontracting List in the Bid Proposal. The act also prohibits the substitution of subcontractors, except as therein authorized; and provides for penalties for violations of the Act. Bidders are cautioned that this listing requirement is in addition to any requirement to provide a list of Disadvantaged Business subcontractors after the opening of proposals. Each bidder intending to subcontract a portion of the work shall list on the Subcontracting List:
 - 1) The name and the location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and

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installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of one percent of the prime contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of one percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater.

- 2.) The portion of the work which will be done by each such subcontractor. Only one subcontractor shall be listed for each such portion.

6. Employment of Undocumented Aliens

By signing this contract, the Contractor swears or affirms that it has not, in the preceding five years, been convicted of violating a state or federal law respecting the employment of undocumented aliens.

7. Bonds

Prior to commencement of work under this Contract, the Contractor shall submit a Payment Bond for 100% of the contract. The Payment Bond is due prior to the start date of the contract. No work may commence without receipt of a valid Payment Bond as noted herein above.

8. Disabled Veterans Business Enterprise (DVBE) (With Goals)

- A. The Contractor has complied with the requirements of Public Contract Code Section 10115 et seq. DVBE goals achieved are expressed as a percentage of the estimated dollar value of this Agreement, and are identified on the STD. 840, **Documentation Of Disabled Veteran Business Enterprise Program requirements** attached to and made a part hereof.
- B. The following goals are the Contractor's commitment set forth in this Agreement based upon the estimated total dollar amount to be expended:

\$ _____ (___%) of work for DVBE(s).

- C. Substitutions of DVBE(s). Contractor must use the DVBE subcontractors and/or suppliers contained in the solicitation response to the State, unless a substitution has been pre-approved in writing by the Caltrans Contract Manager. No substitutions are to be made without receipt of prior written approval from the Contract Manager. Failure to obtain approval of substitute Contractors before work is performed, supplies are delivered or services are rendered may result in payment being denied by Caltrans.
- D. At a minimum, the Contractor's substitution request must include:

EXHIBIT D Standard Agreement

- 1) A written explanation of the substitution reason; and if applicable, the Contractor must also include the reason a non-DVBE subcontractor is proposed for use;
 - 2) A written description of the substitute business enterprise; include their business status as a sole proprietorship, partnership, corporation or other entity, and the firm's DVBE certification status, if any;
 - 3) A written notice detailing a clearly defined portion of the work identified both as a task and as a percentage share/dollar amount of the overall Agreement that the substitute firm will perform.
- E. **Prior** to the approval of the prime contractor's substitution request, the **Contract Manager** must give written notice to subcontractor being substituted by the prime contractor. A copy of the notice sent by the Contract Manager must be sent to the Contracts office. The notice must:
- 1) Give the reason the prime contractor is requesting substitution of the listed subcontractor;
 - 2) Give the listed subcontractor five working days within which to submit written objections to the Contracts Office and copies to the Contract Manager;
 - 3) Notify the subcontractor that if a written objection is not received or received past the due date, such failure will constitute consent to the substitution; and
 - 4) The notice shall be served by certified or registered mail to the last known address of the listed subcontractor.
- F. If written objections are filed by the listed subcontractor, the Contracts Office, will render a written decision. The Contracts Office shall give written notice of at least five working days to the listed subcontractor of a hearing by the Department on the prime contractor's request for substitution.
- G. The Department may consent to the substitution of another subcontractor in any of the following situations:
- 1) When the Subcontractor listed in the solicitation bid, after having had a reasonable opportunity to do so, fails or refuses to execute a written Agreement, when that written Agreement based upon the general terms, conditions, plans and specifications for the project involved or the terms of that subcontractor's written bid is presented to the subcontractor by the prime contractor.
 - 2) When the listed Subcontractor becomes bankrupt or insolvent, or goes out of business.
 - 3) When the listed Subcontractor fails or refuses to perform his or her subcontract.
 - 4) When the listed Subcontractor fails or refuses to meet the bond requirements, if any of the prime contractor.

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- 5) When the prime Contractor demonstrates to the Department, or its duly authorized officer, that the name of the Subcontractor was listed as the result of an inadvertent clerical error.
 - 6) When the listed Subcontractor is not licensed pursuant to any applicable licensing requirement of any regulatory agency of the State of California.
 - 7) When the Department or the Contract Manager determines that the work performed by the listed subcontractor is substantially unsatisfactory and not in substantial accordance with the plans and specifications, Agreement requirements or that the Subcontractor is substantially delaying or disrupting the progress of the work.
- H. The request for substitution and the State's approval or disapproval is not to be construed as an excuse for non-compliance with any other provision of law, including but not limited to the subletting and subcontracting fair practices act (Section 4100 et seq. of the Public Contract Code) or any other Agreement requirements relating to the substitution of subcontractors. Failure to adhere to the DVBE participation in the performance of the Agreement may be cause for Agreement termination and recovery of damages under the rights and remedies due the state.
- I. Any DVBE firm acting/working under subcontract must be responsible for providing materials, supplies, equipment, or services and must carry out its responsibility by actually performing, managing, or supervising the work involved that is normal for its business services and functions.
- J. The Contractor shall maintain records of all subcontracts entered into with DVBE subcontractors including records of materials purchased from DVBE suppliers. Such records shall show the name and address of each DVBE subcontractor or supplier and the total dollar amount paid to each one. Upon completion of the Agreement, a summary of these records shall be prepared and certified correct by the Contractor or his authorized representative and the summary shall be furnished to the State's Contract Manager.

9. Air or Water Pollution Violation

Under the laws of the State of California, 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.

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ADDITIONAL PROVISIONS

1. Liability Insurance Provisions

- A. Contractor is responsible for any deductible or self-insured retention contained within the insurance program.
- B. The Insurance policy shall contain a provision that states that coverage will not be cancelled without 30 days prior written notice to the State.
- C. Coverage must be in force for the complete term of this Agreement. If insurance expires during the term of this Agreement, a new certificate must be received by the State at least ten (10) days prior to the expiration of this insurance. This new insurance must still meet the terms of this Agreement.
- D. 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 the Agreement.
- E. Any insurance required to be carried shall be primary, and not excess, to any other insurance carried by the State.
- F. The State will not be responsible for any premiums or assessments on the policy.
- G. The State of California, its officers, agents, employees, and servants shall be included as additional insured, but only with respect to work performed for the State of California under this Agreement. The insurance carrier should provide an endorsement for the additional insured statement.

1. Commercial General Liability

Contractor shall maintain general liability with limits of not less than **\$1,000,000** per occurrence for bodily injury and property damage liability combined. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products and 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 the contractor's limit of liability.

2. Automobile Liability

Contractor shall maintain motor vehicle liability with limits of not less than **\$1,000,000.00** per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles.

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3. Workers' Compensation/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, including special coverage extensions where applicable. Employer's liability limits of **\$1,000,000** per incident shall be required. If applicable, Contractor shall provide the Maritime Coverage Endorsement as well as any other Federal endorsements. By signing this contract, Contractor acknowledges compliance with these regulations.

2. Licenses and Permits

- A. The Contractor shall be properly licensed in accordance with the laws of the State of California and shall possess a C-10 Electrical Contractor's license or applicable license.
- B. The Contractor shall be an individual or firm licensed to do business in California and shall obtain at his/her expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Agreement.
- C. If Contractor is located within the State of California, the Contractor must have a business license from the city/county in which it is headquartered, however, if Contractor is a corporation, a copy of its incorporation documents/letter from the Secretary of State's Office may substitute for a business license. If Contractor is located outside the State of California, Contractor must submit to the *Department of Transportation* a copy of its business license or incorporation papers for its State of residence showing that the Contractor is in good standing in that 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 agency a copy of the renewed license(s) and/or permit(s) within 30 days following the expiration date. In the event the 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.

3. Licensed Contractor Standards for Quality of Work

- A. Licensed contractors must observe professional standards for quality of work or the California Contractors State License Board will invoke disciplinary action.
- B. Notice is hereby given that certain actions by a Contractor, including, but not limited to the following, constitute grounds for disciplinary action once the State has notified the license board of all violations:

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- 1) A willful departure from plans and specifications or disregard of trade standards for good and workmanlike construction in any material respect that might prejudice the Department of Transportation, owner of the property upon which you perform work (Bus. & Prof. Code, 7109).
 - 2) The failure to observe and comply with all of the applicable labor laws (Bus. & Prof. Code 7110).
 - 3) Material failure to complete this Agreement (Bus. & Prof. Code 7113).
- C. Should the State determine that the work or materials provided vary materially from the specifications, or, that defective work when completed was not performed in a workmanlike manner, then the Contractor warrants that he/she shall perform all necessary repairs, replacement and corrections needed to restore the property according to the contract plans and specifications, all at no further or additional cost to the State.

4. Laws to be Observed

The 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 work. The 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 the Contractor, a subcontractor, or an employee. 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, the Contractor shall immediately report the same to the Contract Manager in writing.

5. Specific Statutory Reference

Any reference to certain statutes in this Agreement shall not relieve the Contractor from the responsibility of complying with all other statutes applicable to the service, work, or rental to be furnished thereunder.

6. Equipment Indemnification

- A. The Contractor shall indemnify the state for claims against the State for loss or damage to the Contractor's property or equipment during its use under this

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Agreement and shall at the Contractor's own expense maintain such fire, theft, liability or other insurance as deemed necessary for this protection. The 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 the Contractor or the Contractor's employees under this Agreement.

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

7. State-Owned Data - Integrity and Security

- A. Contractor shall comply with the following requirements to ensure the preservation, security, and integrity of State-owned data on portable computing devices and portable electronic storage media:

- 1. Encrypt all State-owned data stored on portable computing devices and portable electronic storage media using government-certified Advanced Encryption Standard (AES) cipher algorithm with a 256-bit or 128-bit encryption key to protect California Department of Transportation (Department) data stored on every sector of a hard drive, including temp files, cached data, hibernation files, and even unused disk space.

Data encryption shall use cryptographic technology that has been tested and approved against exacting standards, such as FIPS 140-2 Security Requirements for Cryptographic Modules.

- 2. Encrypt, as described above, all State-owned data transmitted from one computing device or storage medium to another.
 - 3. Maintain confidentiality of all State-owned data by limiting data sharing to those individuals contracted to provide services on behalf of the State, and limit use of State information assets for State purposes only.
 - 4. Install and maintain current anti-virus software, security patches, and upgrades on all computing devices used during the course of the Agreement.
 - 5. Notify the Contract Manager immediately of any actual or attempted violations of security of State-owned data, including lost or stolen computing devices, files, or portable electronic storage media containing State-owned data.
 - 6. Advise the owner of the State-owned data, the agency Information Security Officer, and the agency Chief Information Officer of vulnerabilities that may present a threat to the security of State-owned data and of specific means of protecting that State-owned data.
- B. Contractor shall use the State-owned data only for State purposes under this Agreement.

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C. Contractor shall not transfer State-owned data to any computing system, mobile device, or desktop computer without first establishing the specifications for information integrity and security as established for the original data file(s). (SAM sec.4841.2(e)(6))

8. Non-Solicitation

The 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, except bona fide employees or bona fide established commercial or selling agencies maintained or contracted by the Contractor for the purpose of securing business. For breach or violation of this warranty, the state shall 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 Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

9. Interfacing with Pedestrian Vehicular Traffic

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

10. Force Majeure

Except for defaults of subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include but shall not be limited to acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, or governmental statutes or regulations superimposed after the fact. If a delay or failure in performance by the Contractor arises out of a default of its subcontractor, and if such default of its subcontractor, arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

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11. Notice of Potential Claim

- A. The Contractor shall not be entitled to the payment of any additional compensation for any act, or failure to act, by the Engineer/Contract Manager, including failure or refusal to issue a change order, or for the happening of any event, thing, occurrence, or other cause, unless he shall have given the Engineer/Contract Manager due written notice of potential claim as hereinafter specified. Compliance with this section 9-1.04 of the May 2006, Standard Specifications, herein after "Standard Specifications," shall not be a prerequisite as to matters within the scope of the protest provisions in Standard Specifications, section 4-1.03, "Changes," or section 8-1.06, "Time of Completion," or the notice provisions in Standard Specifications, section 5-1.116, "Differing Site Conditions," or Standard Specifications, section 8-1.07, "Liquidated Damages," or Standard Specifications, section 8-1.10, "Utility and Non-Highway Facilities," nor to any claim which is based on differences in measurements or errors of computation as to Agreement quantities.
- B. The written notice of potential claim shall be submitted to the Engineer/Contract Manager prior to the time that the Contractor performs the work giving rise to the potential claim for additional compensation, if based on an act or failure to act by the Engineer, or in all other cases within 15 days after the happening of the event, thing, occurrence, or other cause, giving rise to the potential claim.
- C. The written notice of potential claim shall be submitted on Form CEM-6201 furnished by the Department and shall be certified with reference to the California False Claims Act, Government Code Sections 12650 - 12655. The notice shall set forth the reasons for which the Contractor believes additional compensation will or may be due and the nature of the costs involved. Unless the amount of the potential claim has been stated in the written notice, the Contractor shall, within 15 days of submitting said notice, furnish an estimate of the cost of the affected work and impacts, if any, on project completion. Said estimate of costs may be changed or updated by the Contractor when conditions have changed. When the affected work is completed, the Contractor shall submit substantiation of his actual costs. Failure to do so shall be sufficient cause for denial of any claim subsequently filed on the basis of said notice of potential claim.
- D. It is the intention of this Standard Specifications, Section 9-1.04 that differences between the parties arising under and by virtue of the Agreement be brought to the attention of the Engineer/Contract Manager at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The Contractor hereby agrees that he shall have no right to additional compensation for any claim that may be based on any such act, failure to act, event, thing or occurrence for which no written notice of potential claim as herein required was filed.
- E. Should the Contractor, in connection with or subsequent to the assertion of a potential claim, request inspection and copying of documents or records in the

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possession of the Department that pertain to the potential claim, Contractor shall make its records of the project, as deemed by the Department to be pertinent to the potential claim, available to the Department for inspection and copying.