

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

Form Name	Attachment No	# Pages
Invitation for Bid- Cover Letter		1
Invitation for Bid		10
Bid Proposal, ADM 1412	1	1
Bidder Declaration, GSPD-05-105	2	2
Contractor Certification Clauses	3	4
Bid/Bidder Certification Sheet	4	2
Darfur Contracting Act	5	1
California Disabled Veteran Business Enterprise (DVBE) Program Requirements – <u>NOT for Good and Information Technology</u>	Electronic - see email Broadcast 09/21/2009 at: http://www.documents.dgs.ca.gov/pd/poliproc/MASTER-DVBEReqPack-NOT%20GoodsIT.pdf	
Disabled Veteran Business Enterprise Declarations form STD 843	(electronic) http://www.documents.dgs.ca.gov/pd/poliproc/STD-843FillPrintFields.pdf	
Copies of Quotes from SB or DVBE subcontractors listed in form GSPD-05-105 (Attachment 2)	6	1
Attachment Checklist	7	1
Proposed Form of Agreement, STD 213	8	20

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:

YOUR RETURN ADDRESS	Agreement No. 59A05748	<div>Postage</div>
	Bid Due Date: 11/18/10	
<p>Caltrans Division of Procurement and Contracts ATTN: Bid Unit 1727 30th Street, 4th Floor, MS 65 Sacramento, CA 95816-7006</p>		
BID SUBMITTAL DO NOT OPEN		

DEPARTMENT OF TRANSPORTATION

DIVISION OF PROCUREMENT AND CONTRACTS MS-65

1727 30TH STREET

SACRAMENTO, CA 95816-7006

PHONE (916) 227-6132

FAX (916) 227-6138

TTY (800) 735-0193 or (916) 711

*Flex your power!
Be energy efficient!***October 14, 2010**

**INVITATION FOR BID (IFB)
IFB # 59A0748
Notice to Prospective Contractors**

You are invited to review and respond to this IFB **#59A0748**, entitled Newspaper Advertising. In submitting your bid, you shall comply with the instructions found herein.

As required by Executive Order S-02-06, Department of Transportation (Caltrans) is committed to meeting the State's 25 percent (25%) Small Business (SB) participation goal. Certified SBs, Microbusinesses (MB), and contractors willing to commit to subcontracting a minimum of 25 percent of their net bid price to certified SBs or MBs, are encouraged to submit bids. See Section C, Item 1, in this IFB for requirements.

The Disabled Veteran Business Enterprise (DVBE) Participation Program applies and a **three percent (3%)** goal is required for this IFB. The DVBE Incentive Program may also apply to this IFB. See Section C, Item 2, in this IFB for requirements.

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

The designated contact person for this IFB is:

Jean P. Mallare
Caltrans
(916) 227-6132
(916) 227-6138

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

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

Jean P. Mallare
Acquisition Analyst

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A) Purpose and Description of Services

Refer to the **Proposed Form of Agreement, Exhibit A**, which is attached to this IFB as **Attachment 8** for a more complete description of services.

The Contractor shall place project advertisements in newspapers of general circulation and trade papers of general circulation for transportation construction contracts satisfying the requirements of Public Contract Codes 10140 and 10141.

B) 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 Standard Time)
IFB available to prospective bidders	10/14/10	
Written Question Submittal	10/27/10	
Final Date and Time for Bid Submission	11/18/10	2:15 p.m.
Bid Opening	11/18/10	2:30 p.m.

2. Questions and Answers

- A. Questions regarding this IFB must be submitted in writing. Bidders are encouraged to submit their written questions by **10/27/10**.
- B. Written questions must include: the individual's name, firm name, complete address and must reference **IFB No. 59A0748**. Questions must be sent to the following

MAIL OR FAX TO:

Caltrans, MS-65
Division of Procurement and Contracts
Attention: Jean P. Mallare
1727 - 30th Street
Sacramento, CA 95816

Fax No.: (916) 227-6138

- C. Written responses to all questions will be collectively compiled and posted, as an Addendum, to the BidSync website (see below). It is the responsibility of the Bidder to access the website for any changes or Addenda that may be posted. Refer to this **IFB, Section B) 1, Time Schedule**, for the schedule of events and dates/times. It is the responsibility of the Bidder to check BidSync for all addenda. Bidder can contact the Contract Analyst named above:

<http://www.bidsync.com/>

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. 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.

5. 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.

6. Insurance

- A. 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 Exhibit E in the Proposed Form of Agreement (Attachment 8), for the applicable specific Insurance requirements and coverage limits.
- B. The insurance carrier **must** provide an endorsement for the additional insured statement as follows:

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.

7. Darfur Contracting Act

- A. The Darfur Contracting Act, PCC section 10475-10481, applies to any company that currently or within the previous three years has had business activities or other operations outside of the United States. The Act was passed by the California Legislature and signed into law by the Governor to preclude State agencies generally from contracting with "scrutinized" companies that do business in the

African nation of Sudan (of which the Darfur region is a part), for the reasons described in PCC section, 10475.

- B. If your company has not, within the previous three years, had any business activities or other operations outside of the United States, you do **not** need to complete the Darfur Contracting Act Certification Attachment 5.
- C. A scrutinized company is a company doing business in Sudan as defined in PCC section 10476. Scrutinized companies are ineligible to, and cannot bid on, or submit a proposal for a contract with a State agency for goods or services. (PCC section 10477(a)).
- D. Therefore, PCC section 10478 (a) requires a company that currently has (or within the previous three (3) years has had business activities or other operations outside of the United States to certify that it is not a “scrutinized” company when it submits a bid or proposal to a State agency.
- E. A scrutinized company may still; however, submit a bid or proposal for a contract with a State agency for goods or services if the company first obtains permission from the Department of General Services (DGS) according to the criteria set forth in PCC section 10477(b).

8. Bid Submittal

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

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

YOUR RETURN ADDRESS	Agreement No. 59A0748 Bid Due Date: 11/18/10 Caltrans Division of Procurement and Contracts ATTN: BID UNIT 1727 30th Street, 4 TH Floor, MS-65 Sacramento, CA 95816-7006	postage
BID SUBMITTAL DO NOT OPEN		

- C. Late bids will not be considered.
- D. All bids shall include the documents identified on the IFB's **Required Attachment Checklist, Attachment 7**. Bids not including the proper “required attachment(s)”

shall be deemed non-responsive. A non-responsive bid is one that does not meet the basic bid requirements.

- E. Only an individual who is legally authorized to bind the proposing firm contractually shall sign all documents requiring a signature, and each document must bear an original ink signature.
- F. If your bid is hand delivered, you must date and time stamp the sealed envelope/package immediately upon arrival. The date/time stamp machine is located in the lobby on the first floor to the right of the security guard station at the address noted above. After date/time stamping, the bid should be placed in the locked bid cabinet located below the time stamp. If the bid package is too large to be electronically stamped, date/time stamp one of the labels provided and attach it to the proposal package. When the bid package is too large for the locked bid cabinet, ask the security guard to call the DPAC reception desk at 227-6000 to have your bid package picked up by Contracts' staff.
- G. 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.
- H. Bids must include the performance of all the services described herein. Any attempt to modify the bid document to deviate from the work specifications will not be considered and will cause a bid to be rejected.
- I. A bid may be rejected if it is conditional, incomplete, or if it contains any alterations of form or other irregularities of any kind. The State may reject any bid on the basis that it is not responsive or from a non-responsible bidder, and may waive any immaterial deviation in a bid. 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.
- J. 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.
- K. Only an individual who is authorized to bind the bidding firm contractually shall sign the attached Bid/Bidder Certification Sheet, **Attachment 4**. The signature must also indicate the title or position that the individual holds in the firm. **An unsigned bid may be rejected.**
- L. A bidder may modify a bid after its submission by first withdrawing the original bid and then by resubmitting a new bid prior to the bid submittal deadline. Bidder modifications offered in any other manner, oral or written, will not be considered.
- M. A bidder may withdraw a bid by, prior to bid opening, submitting a written withdrawal request to the State, signed by the bidder or an agent authorized in

accordance with Section L above. A bidder may thereafter submit a new bid prior to the bid submittal deadline. Bids may not be withdrawn without cause subsequent to bid submittal deadline.

- N. 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.
- O. The State reserves the right to reject all bids.
- P. 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.
- Q. 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.
- R. 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-610** may be viewed at Internet site <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>.

9. 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.

10. Award and Protest

- A. Bid results may be viewed on the internet at 12:00 P.M. (Noon) on the first business day following the bid due date at: <http://caltrans-opac.ca.gov>.
- B. 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.

- C. 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.
- D. 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.
- E. Filing a Protest: The initial protest must be submitted to the Caltrans, Protest Unit prior to the award of contract. When a protest has been submitted, the contract shall not be awarded until either the protest has been withdrawn or the Department of General Services has decided the matter.
- F. Within five (5) days after filing the initial protest, the protesting bidder shall file with the Department of General Services and Caltrans, Protest Unit with a full and complete written statement specifying the grounds for the protest. The written protest must be sent to the addresses below:

Department of Transportation (Caltrans) Division of Procurement & Contracts, MS 65 Attention: Bid, Protest, & Dispute Branch Chief 1727 30 th Street Sacramento, CA 95816 Phone Number: (916) 227-6096 Fax Number: (916) 227-6155	Department of General Services Office of Legal Services Attention: Protest Coordinator 707 Third Street, 7 th Floor West Sacramento, CA 95605 Phone Number: (916) 376-5080 Fax Number: (916) 376-5088
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It is suggested that you submit any protest by certified or registered mail.

- G. Upon award of the contract, contractor must complete and submit to Caltrans, the Payee Data Record (STD 204), to determine if the contractor is subject to state income tax withholding pursuant to California Revenue and Taxation Code §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 Caltrans.
- H. Prior to the award of the contract, the awarded bidder(s) must sign and submit to Caltrans, 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.

11. Standard Conditions of Service

- A. Service shall not begin prior than the express date set by Caltrans and the contractor, after all approvals have been obtained, and the agreement is fully executed. Should the contractor fail to commence work at the agreed upon time, then Caltrans, upon five (5) days written notice to the contractor, reserves the right to terminate the agreement. In addition, the contractor shall be liable to the State

for the difference between contractor's bid price and the actual cost of performing work by the second lowest Bidder or by another contractor.

- B. All performance under the 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 Caltrans for actual damages resulting to the Department therefrom or ten percent (10%) of the amount bid, whichever is less.
- E. No oral understanding or agreement shall be binding on either party.
- F. Antitrust Provisions
 - 1) In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. (See Government Code section 4552)
 - 2) If the awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid
 - 3) Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. (See Government Code section 4554)

C) Special Programs

1. Small Business or Microbusiness Preference

- A. Government Code (GC) § 14835 *et seq.* requires that a five percent (5%) preference be given to contractors who qualify as a certified small business (SB) or

microbusiness (MB). The rules and regulations of this law, including the definition of a SB for the delivery of services, are contained in Title 2 California Code of Regulations (2 CCR) 1896 *et seq.*

- B. To claim the SB or MB preference, your firm must have its principal place of business located in California and be certified by the Department of General Services (DGS), Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS). The preference amount may not exceed fifty thousand dollars (\$50,000) for any bid. If prospective Contractor is claiming the 5% SB preference, complete Section 16 of the Bid/Bidder Certification Sheet (Attachment 4).
- C. Pursuant to GC § 14838 and 2 CCR 1896, if a bidder is not a certified SB, but wishes to be eligible for the 5% non-small business (NSB) preference, the bidder must subcontract at least twenty-five percent (25%) of its net bid price to one or more certified SBs. If prospective Contractor is claiming the 5% NSB preference, complete Section 17 of the Bid/Bidder Certification Sheet (Attachment 4), and Bidder Declaration form GSPD-05-105 (Attachment 2) that lists the names of all certified SB firms being claimed for credit. Bidder shall submit a copy of quotes from each SB subcontractors listed in the form GSPD-05-105 as Attachment 2, titled Quotes from SB or DVBE Subcontractors.
- D. Certified SB and MB bidder(s) shall have precedence over NSB bidders in the application of SB preference(s).
- E. SB Preferences may not be applied to any bid deemed non-responsive with the solicitation instructions or from a non-responsible bidder.
- F. Questions regarding the certification approval process or 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
- G. Additional references are at <http://www.pd.dgs.ca.gov/smbus/default.htm>

2. **Disabled Veteran Business Enterprise (DVBE) Programs**

A. DVBE Participation Program with Goals

- 1) The required DVBE participation goal for this IFB is **three percent (3%)**. The resultant contract is financed with State funds and subject to Public Contract Code (PCC), §10115 *et seq.*, Military and Veterans Code (MVC), §999 *et seq.*, and Title 2, California Code of Regulations (2 CCR), §1896.60 *et seq.*, that provides contracting opportunities for qualified DVBEs certified by the Department of General Services (DGS). The DVBE Incentive Program may also apply – see paragraph B, DVBE Incentive Program, below.
- 2) Bidder shall complete and submit the Bid/Bidder Certification Sheet (Attachment 4), Bidder Declaration form GSPD-05-105 (Attachment 2), and as applicable, the Disabled Veteran Business Enterprise Declarations form STD 843 (via DGS website listed on Page 1 of this Solicitation Package). Bidder shall complete or collect STD 843(s) when the following situations occur:

- Bidder is DVBE (prime) contractor.
- Bidder subcontracts with any DVBE firm. Bidder collects and submits with its bid package a completed and signed STD 843 from each of the DVBE subcontractor(s) listed in the GSPD-05-105.

Bidder shall provide a copy of each DVBE subcontractor(s) quotes to the GSPD-05-105 as proof of commitment with Attachment 6, titled Quotes from SB or DVBE Subcontractors. Failure to provide required DVBE information **will be cause for rejection** of your bid.

3) Additional references: <http://www.pd.dgs.ca.gov/smbus/default.htm>.

B. DVBE Incentive Program

- 1) The DVBE Incentive Program applies to this solicitation. It is separate from the DVBE Participation Program and was established in MVC §999 et seq., and 2 CCR §1896.99 et seq., to encourage bidders to partner with DVBE subcontractors. A dollar cap of \$100,000 is set for all combined incentives and preferences. The incentive is used only for evaluation purposes to arrive at the successful bidder and does not alter the amounts of the actual bid. Any responsive and responsible bidder with the confirmed DVBE participation per the Tables in paragraph 3) below is eligible to receive the incentive. Bidders who are not responsive and responsible regardless of the amount of DVBE participation are not eligible to receive the incentive.
- 2) Caltrans will apply an incentive to bids proposing the utilization of DGS Certified DVBE firms identified on the Bidder Declaration form GSPD-05-105. Information provided on the Bidder Declaration form GSPD-05-105 shall be verified by Caltrans prior to the award of the contract. The incentive amount is equal to a percentage of the lowest responsive and responsible bid based on the amount of DVBE participation in the bid being evaluated per the Tables below.
- 3) Tables for IFB (Low Price Method)

Required 3% Goal

Verified DVBE Participation	DVBE Incentive Amount
5% or more	5%
4.5% - 4.99%	4%
4.0% - 4.49%	3%
3.5% - 3.99%	2%
3.01% - 3.49%	1%

- 4) When applying the DVBE Incentive, a Non-Small Business shall not displace an award to a DGS Certified Small Business.
- 5) Additional information: <http://www.pd.dgs.ca.gov/smbus/default.htm>

STATE OF CALIFORNIA · DEPARTMENT OF TRANSPORTATION

BID PROPOSAL

ADM-1412 (REV. 06/06) PAGE 1 OF 1

ATTACHMENT 1

CONTRACTOR'S NAME (Please Print):				CONTRACT NO. 59A0748	
ITEM NO.	ESTIMATED QUANTITY	UNIT OF MEASURE	ITEM	UNIT PRICE (In Figures)	TOTAL (In Figures)
1	700	Project Advertisement	Cost to submit each weekly projected advertisement as described in the Scope of Work (Exhibit A, Proposed Form of Agreement)		
				*Total Bid Amount for Item 1	
2	**Actual cost of general circulation newspaper and trade paper advertisement.			Set Dollar Amount for Item 2	\$800,000.00
(1) THE ABOVE QUANTITIES ARE ESTIMATES ONLY AND ARE GIVEN AS A BASIS FOR COMPARISON OF BIDS. NO GUARANTEE IS MADE OR IMPLIED AS TO THE EXACT QUANTITY THAT WILL BE NEEDED. (2) IN CASE OF DISCREPANCY BETWEEN THE UNIT PRICE AND THE TOTAL SET FORTH FOR A UNIT BASIS ITEM, THE UNIT PRICE SHALL PREVAIL.				TOTAL THIS PROPOSAL (Item 1 + Item 2)	

*Bid comparison, applicable preference(s) and DVBE percentage goals will be based on the Total Bid amount for Item 1.

**The Contractor will be reimbursed for the actual cost of the newspaper advertisements in the performance of the Agreement (including applicable sales tax, if any) without additional allowance for markup. Claims for advertising costs must be supported by original signed receipts, verifying the actual cost of the advertisements.

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.)

ATTACHMENT 3

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.

ATTACHMENT 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.

ATTACHMENT 3

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 4
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"/> b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter certification number: _____ If yes, enter your service code below: _____		
NOTE: A copy of your Certification is required to be included if either of the above items is checked "Yes" . Date application was submitted to OSDS, if an application is pending: _____		
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.		

ATTACHMENT 4**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 5 Darfur Contracting Act

Public Contract Code Sections 10475 -10481 applies to any company that currently or within the previous three years has had business activities or other operations outside of the United States. For such a company to bid on or submit a proposal for a State of California contract, the company must certify that it is either a) not a scrutinized company; or b) a scrutinized company that has been granted permission by the Department of General Services to submit a proposal.

If your company has not, within the previous three years, had any business activities or other operations outside of the United States, you do **not** need to complete this form.

OPTION #1 - CERTIFICATION

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

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

<i>Company/Vendor 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 and State of</i>

OPTION #2 – WRITTEN PERMISSION FROM DGS

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

We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services to submit a bid or proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.

<i>Company/Vendor Name (Printed)</i>	<i>Federal ID Number</i>
<i>Initials of Submitter</i>	
<i>Printed Name and Title of Person Initialing</i>	

ATTACHMENT 6
Invitation for Bid No. 59A0748

QUOTES FROM SB OR DVBE SUBCONTRACTORS

Bidder shall attach here copies of quotes from any SB or DVBE subcontractors listed in the form GSPD-05-105. Refer to instructions in IFB Section D), Items 1 C and 2 A 2).

ATTACHMENT 7
Invitation for Bid No. 59A0748

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.**

Attachments

Attachment Name/Description

<input type="checkbox"/> Attachment 1	Bid Proposal, ADM 1412
<input type="checkbox"/> Attachment 2	Bidders Declaration, GSPD-05-105.
<input type="checkbox"/> Attachment 3	Contractor Certification Clauses (CCC 307) The CCC 307 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.
<input type="checkbox"/> Attachment 4	Bid/Bidder Certification Sheet
<input type="checkbox"/> Attachment 5	Darfur Contracting Act
<input type="checkbox"/> Attachment 6	Quotes from SB or DVBE Subcontractors
<input type="checkbox"/> Attachment 7	Attachment Checklist

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 #8
Proposed Commercial Service Agreement

AGREEMENT NUMBER
59A0748
REGISTRATION NUMBER

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

STATE AGENCY'S NAME

Department of Transportation (Caltrans)

CONTRACTOR'S NAME

TBD

Note to Bidders:

The following 20 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.

2. The term of this Agreement is: **12/XX/10 (est.)** through **12/XX/12 (est.)** or upon DGS approval, whichever is later

3. The maximum amount of this Agreement is: **TBD**

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.

Exhibit A – Scope of Work 3 Pages

Exhibit B – Budget Detail and Payment Provisions 3 Pages

Exhibit C* – General Terms and Conditions (Electronic File: GTC 610)

Exhibit D - Special Terms and Conditions 6 Pages

Exhibit E – Additional Provisions 2 Pages

Attachment 1 - Bid Proposal (will be included upon contract award) 1 Page

Attachment 2 – Bidder Declaration Form, GSPD-05-105 (will be included upon contract award) 2 Pages

Attachment A – Sample Project Advertisements 4 Pages

Attachment B – Caltrans District Map 1 Page

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

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

TBD

BY (Authorized Signature)

DATE SIGNED (Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

STATE OF CALIFORNIA

AGENCY NAME

Department of Transportation (Caltrans)

BY (Authorized Signature)

DATE SIGNED (Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

Division of Procurement and Contracts, MS #65
1727 30th Street, Sacramento, CA 95816

**California Department of
General Services Use Only**

☐ Exempt per:

EXHIBIT A
Commercial Services - State

SCOPE OF WORK

1. Contractor agrees to provide Statewide Newspaper Advertising for the Department of Transportation (Caltrans), as described herein

The Contractor shall advertise Caltrans' transportation construction projects in general circulation newspapers and trade papers. It is estimated that there will be 700 transportation projects that will be advertised.

2. This Agreement will commence on **12/XX/10 (estimate)** or upon approval by the Department of General Services (DGS), whichever is later and no work shall begin before that time. This Agreement is of no effect unless approved by DGS. The Contractor shall not receive payment for work performed prior to approval of the Agreement and before receipt of notice to proceed by the Caltrans Contract Manager. This Agreement shall expire on **12/XX/12 (estimate)**. The parties may amend this Agreement as permitted by law.
3. All inquiries during the term of this Agreement will be directed to the project representatives listed below:

Caltrans	Contractor: TBD
Section/Unit: TBD	Section/Unit:
Contract Manager:	Project Manager:
Address:	Address:
Bus. Phone No.:	Bus. Phone No.:
Fax No:	Fax No:

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

A. The Contractor shall advertise the Caltrans' transportation construction projects in general circulation newspapers and trade papers, per Sections 10140, 10141 and 10115.13 of the Public Contract Code. It is estimated that there will be 700 transportation projects that will be advertised from December 1, 2010 to November 30, 2012. The advertisement of a construction project shall be published for at least two consecutive weeks as follows:

- 1.) In a newspaper of general circulation published in the county in which the project is located. When the project is located in more than one county, the Contractor shall contact the Contract Manager for direction.
- 2.) In a trade paper of general circulation published in either San Francisco or Los Angeles, dependent on the county where the project is located.

EXHIBIT A
Commercial Services - State

Projects located in San Luis Obispo, Kern, Mono, Tulare, Inyo, Santa Barbara, Ventura, Los Angeles, San Bernardino, Orange, Riverside, San Diego and Imperial Counties shall be published in trade paper in the Los Angeles area. Projects located in counties not listed above shall be published in a trade paper in the San Francisco area. When the project is located in more than one county, the Contractor shall contact the Contract Manager for direction.

- 3.) The advertisement shall state the time and place for receiving and opening of sealed bids, describe in general terms the work to be done and that the bids will be required for the entire project. The format and examples of project advertisement are shown on Attachment A for single and multiple projects.
- B. Every week, the Contractor shall retrieve the project advertising information for transportation construction projects from the Division of Engineering Services (DES) - Office Engineer webpage at:
http://www.dot.ca.gov/hq/esc/oe/weekly_ads/attach_a.html. The webpage information is updated weekly every Monday. If Monday is a Holiday, the webpage is updated the next business day.
- C. The Contractor shall reformat the project information (as shown on Attachment A) retrieved from the aforementioned DES-Office Engineer webpage and shall place the projects for advertisement in general circulating newspapers and trade papers that meet the requirements of Government Code §6000 et seq. The advertisement(s) shall be as follows:
1. The general circulation newspaper advertisement(s) shall be published on Wednesday. The trade paper advertisement(s) shall be published on a weekly basis.
 2. If the specified advertising date is missed, the Contractor shall notify the Contract Manager and advertise on the next available advertising date for the publication.
 3. The Contractor shall select publications for the advertisement as described above. When more than one publication meets the above requirements, the Contractor may contact the Contract Manager for direction. Caltrans reserves the right to choose the publication for advertisement.
- D. The Contractor shall bid the preparation and submission of each project advertisement as described in this Scope of Work. The Contractor will be reimbursed for the actual costs of the newspaper and trade paper advertisements in the performance of the agreement (including any applicable taxes), without additional allowance for markups.

EXHIBIT A
Commercial Services - State

- E. The Contractor will obtain and provide a cost estimate for all publication requests submitted by Caltrans' Contract Manager or authorized designee. Estimate shall include all ancillary costs associated with publishing or advertising each request for services.

EXHIBIT B
Commercial Services - State

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered and approved by the Caltrans Contract Manager, and upon receipt and approval of the invoices, Caltrans agrees to compensate the Contractor in accordance with the Bid Proposal, Attachment 1. Incomplete or disputed invoices shall be returned to the Contractor, unpaid, for correction
- B. Invoices shall be itemized in accordance with the Bid Proposal, Attachment 1, and shall be signed and submitted in triplicate not more frequently than monthly in arrears of the service.
- C. Each invoice shall include:
 - 1) Agreement Number
 - 2) Dates of Service
 - 3) Location of Service
 - 4) Service Month
 - 5) Advertisement costs (actual cost supported by original signed receipts.)
- D. Each invoice shall be submitted in triplicate to:

Department of Transportation
Office/Unit Name, MS Number
Attention: TBD
Street Address/P.O. Box
City, CA Zip Code

2. Budget Contingency Clause

- A. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional or legislative appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to the State of California by the United States Government or the California State Legislature for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms or funding of this Agreement in any manner.
- C. It is mutually agreed that if 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.

EXHIBIT B
Commercial Services - State

- D. Caltrans has the option to terminate the Agreement under the 30-day termination clause or to amend the Agreement to reflect any reduction of funds. Refer to Exhibit D. 3. B. Termination.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

4. Cost Limitation

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

5. Rates

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

6. Excise Tax

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

7. Cost Principles

- A. The Contractor agrees that the Agreement Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 *et seq.*, shall be used to determine the allowable individual items of cost.
- B. The Contractor also agrees to comply with Federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- C. Any costs for which payment has been made to Contractor that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 *et seq.*, or 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments are subject to repayment by Contractor to State.
- D. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this clause.

EXHIBIT B
Commercial Services - State

8. Inclusive Costs

The cost of employer payments to or on behalf of employees, subsistence, travel, compensation insurance premiums, unemployment contributions, social security taxes, Agreement bond premiums, and any other taxes or assessments INCLUDING SALES AND USE TAXES required by law or otherwise shall be included in the Agreement rates and no additional allowance will be made thereof, unless separate payment provision should specifically so provide.

EXHIBIT D
Commercial Services - State

SPECIAL TERMS AND CONDITIONS

1. Settlement of Disputes

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

2. Subcontractors

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between Caltrans 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 Caltrans for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by 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 the Bidder Declaration, GSPD-05-105, Attachment 2.
- C. Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to Subcontractors.
- D. Any substitution of Subcontractors must be approved in writing by the Caltrans Contract Manager in advance of assigning work to a substitute Subcontractor.

3. Termination

- A. Caltrans reserves the right to terminate this Agreement without cause upon thirty (30) days written notice to the Contractor or immediately in the event of material breach by the Contractor.
- B. 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 30 days notice to Contractor.

EXHIBIT D
Commercial Services - State

4. 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 Agreement 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 Agreement, including but not limited to, the costs of administering the Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from the date of final payment under the Agreement. The State, the State Auditor, Federal Highway Administration (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 Agreement for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.
- B. Any subcontract entered into as a result of this Agreement shall contain all the provisions of this clause.

5. Default

- A. If, after award and execution of the Agreement, the Contractor's performance is unsatisfactory, the Agreement may be terminated for default. Additionally, the Contractor may be liable to Caltrans for damages including the difference between the Contractor's original bid price and the actual cost of performing the work by another Contractor.
- B. Default is defined as the Contractor failing to perform services required by the Agreement in a satisfactory manner.

6. Disabled Veterans Business Enterprise (DVBE) Participation (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 Bidder Declaration form, GSPD-05-105, Attachment 2.
- B. The following goals are the Contractor's commitment set forth in this Agreement based upon the estimated total dollar amount to be expended.*

3% of work for DVBE(s)

*If this Agreement is amended and the additional work can be included in the sub-contracted work, the goals may be amended to reflect this change. A revised

EXHIBIT D
Commercial Services - State

Bidder Declaration form, GSPD-05-105 must be attached to and made a part of the amended Agreement.

- C. Substitutions of DVBEs. 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 Caltrans 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 a written:
- 1) explanation of the substitution reason; and if applicable, the Contractor must also include the reason a non-DVBE Subcontractor is proposed for use;
 - 2) 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) 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 **Caltrans Contract Manager** must give written notice to Subcontractor being substituted by the prime Contractor. A copy of the notice sent by the Caltrans Contract Manager must be sent to Caltrans, Division of Procurement and Contracts (DPAC). The notice must:
- 1) provide the reason the prime Contractor is requesting substitution of the listed Subcontractor;
 - 2) provide the listed Subcontractor five working days within which to submit written objections to the Contracts Office and copies to the ;
 - 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) served by certified or registered mail to the last known address of the listed Subcontractor.
- F. If written objections are filed by the listed Contractor, the Division of Procurement and Contracts (DPAC), 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. Caltrans may consent to the substitution of another Subcontractor in any of the following situations when:

EXHIBIT D
Commercial Services - State

- 1) 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) Subcontractor becomes bankrupt or insolvent, or goes out of business.
 - 3) Subcontractor fails or refuses to perform his or her subcontract.
 - 4) Subcontractor fails or refuses to meet the bond requirements, if any of the prime Contractor.
 - 5) Prime Contractor demonstrates to Caltrans, or its duly authorized officer, that the name of the Subcontractor was listed as the result of an inadvertent clerical error.
 - 6) Subcontractor is not licensed pursuant to any applicable licensing requirement of any regulatory agency of the State of California.
 - 7) Caltrans or the Caltrans 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 Caltrans 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 Caltrans.
- 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 Caltrans Contract Manager.

EXHIBIT D
Commercial Services - State

7. 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(s), or an employee(s). If any discrepancy or inconsistency is discovered in the plans, drawings, specifications, 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 Caltrans Contract Manager in writing.

8. 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.

9. Equipment Indemnification

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

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

EXHIBIT D
Commercial Services - State

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.

11. Employment of Undocumented Workers

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

EXHIBIT E
Commercial Services - State

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 Caltrans.
- 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 Caltrans 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, Caltrans 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. Caltrans will not be responsible for any premiums or assessments on the policy.

1) Commercial General Liability

- a) 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.
- b) The insurance carrier must provide an endorsement for the additional insured statement as follows:

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.

2) Workers' Compensation

- a) Contractor shall maintain statutory workers' compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Agreement. Employer's liability limits of **\$1,000,000** per incident shall be required.

EXHIBIT E
Commercial Services - State

- b) In addition, whenever the performance of work is on State property or State controlled property, the State requires a Waiver of Subrogation for the Worker's Compensation Insurance.

ATTACHMENT A
EXAMPLE LEGAL ADVERTISEMENTS

Example 1 – single project in county for general circulation paper for projects in Districts 1, 2, 3, 4, 5, 6, 9 and 10.

NOTICE TO BIDDERS

State of California
Business, Transportation and Housing Agency
Department of Transportation

Sealed bids for the following project will be received by the Department of Transportation, 1727 30th Street, MS #43, Sacramento, CA 95816 until 2:00 pm on the "Bids Open" date listed below at which time they will be publicly opened and read. Bids are required for the entire contract. Bid documents may be ordered through our website at: http://www.dot.ca.gov/hq/esc/oe/weekly_ads/index.php

Contract No. 01-467514

Place Seal Coat on Existing Pavement in Lake County At And Near Middletown From Kelsey Creek Bridge To Junction 29/175. 01-Lak-175-19.5/28.0. Estimate: \$660,000.

Date Advertised 03/01/2010. Bids Open on 04/06/2010.

The Contractor must have either a Class A license or one of the following Class C licenses: C-12.

25 Working Days * DVBE participation incentive up to \$250,000

Example 2 – multiple projects in county for general circulation paper in Districts 1, 2, 3, 4, 5, 6, 9 and 10.

NOTICE TO BIDDERS

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Business, Transportation and Housing Agency
Department of Transportation

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Contract No. 01-493104

Reconstruct Sidewalks in Lake County At Lucerne From Lake Street To Country Club Drive

01-Lak-20-16.8/17.9. Estimate: \$170,000. Date Advertised 03/01/2010. Bids Open on 03/23/2010.

The Contractor must have either a Class A license or one of the following Class C licenses: C-8.

30 Working Days. DVBE participation incentive up to \$250,000.

Contract No. 01-491204

Place Seal Coat On Existing Surface in Lake County At And Near Middletown From The Napa County Line To Coyote Creek Bridge. 01-Lak-29-0.0/11.9. Estimate: \$1,150,000

Date Advertised 03/01/2010. Bids Open on 03/30/2010.

The Contractor must have either a Class A license or one of the following Class C licenses: C-12.

35 Working Days. DVBE participation incentive up to \$250,000.

Example 3 - single project in county for general circulation paper for projects in Districts 7, 8, 11 and 12.

NOTICE TO BIDDERS

State of California
Business, Transportation and Housing Agency
Department of Transportation

Sealed bids for the following project will be received by the Department of Transportation, 3347 Michelson Drive, Suite 100, Irvine, CA 92612-1692 until 2:00 pm on the "Bids Open" date listed below at which time they will be publicly opened and read in Room C-1116. Bids are required for the entire contract. Bid documents may be ordered through our website at: http://www.dot.ca.gov/hq/esc/oe/weekly_ads/index.php

Contract No. 07-3Y7704

Profile Grind Existing Concrete Pavement in Los Angeles County In Long Beach, Hawaiian Gardens, Lakewood, And Cerritos From Orange County Line To 183rd Street Undercrossing.

07-LA-605-R0.0/R4.3. Estimate: \$900,000. Date Advertised 03/08/2010. Bids Open on 04/08/2010

The Contractor must have either a Class A license or one of the following Class C licenses: C-8, C-61D06. 115

Working Days. 6% UDBE Requirement.

Example 4 - multiple projects in county for general circulation paper for projects in Districts 7, 8, 11 and 12.

NOTICE TO BIDDERS

State of California
Business, Transportation and Housing Agency
Department of Transportation

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Contract No. 07-0AA024

Installation Of Photovoltaic Panels in Los Angeles County In Valencia At The Newhall Maintenance Station At 28820 North The Old Road. 07-LA-5722. Estimate: \$280,000

Date Advertised 02/22/2010. Bids Open on 03/11/2010.

The Contractor must have either a Class A license or Class B license or any combination of the following Class C licenses which constitutes a majority of the work: C-10, C-46.

20 Working Days. DVBE participation incentive up to \$250,000.

Contract No. 07-1218V4. Recovery Act Funded.

Const Hov Lanes, Retaining Walls, Sound Walls And Replace Conc Pvmt. in Los Angeles County In Burbank 0.3 Km South Of Cohasset Street Undercrossing To 0.1 Km North Of Sheldon Street Overcrossing. 07-LA-5-50.8/58.0.

Estimate: \$75,700,000. Date Advertised 03/08/2010.

Bids Open on 04/08/2010. The Contractor must have either a Class A license or any combination of the following Class C licenses which constitutes a majority of the work: C-8, C-12.

850 Working Days . 4% UDBE Requirement.

**Example 5 – Trade Paper legal advertisement in Northern California Counties
(County Group No. 1, per Streets and Highways Code 187).**

NOTICE TO BIDDERS

State of California
Business, Transportation and Housing Agency
Department of Transportation

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Contract No. 01-493104

Reconstruct Sidewalks in Lake County At Lucerne From Lake Street To Country Club Drive
01-Lak-20-16.8/17.9. Estimate: \$170,000. Date Advertised 03/01/2010. Bids Open on 03/23/2010.
The Contractor must have either a Class A license or one of the following Class C licenses: C-8,
30 Working Days. DVBE participation incentive up to \$250,000.

Contract No. 01-491204

Place Seal Coat On Existing Surface in Lake County At And Near Middletown From The Napa County Line To
Coyote Creek Bridge. 01-Lak-29-0.0/11.9. Estimate: \$1,150,000
Date Advertised 03/01/2010. Bids Open on 03/30/2010.
The Contractor must have either a Class A license or one of the following Class C licenses: C-12.
35 Working Days. DVBE participation incentive up to \$250,000.

Example 6 – Trade Paper legal advertisement in Southern California Counties (County Group No. 2, per Streets and Highways Code 187).

NOTICE TO BIDDERS

State of California
Business, Transportation and Housing Agency
Department of Transportation

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Contract No. 07-0AA024

Installation Of Photovoltaic Panels in Los Angeles County In Valencia At The Newhall Maintenance Station At 28820
North The Old Road. 07-LA-5722. Estimate: \$280,000
Date Advertised 02/22/2010. Bids Open on 03/11/2010.
The Contractor must have either a Class A license or Class B license or any combination of the following Class C
licenses which constitutes a majority of the work: C-10, C-46.
20 Working Days. DVBE participation incentive up to \$250,000.

Contract No. 07-1218V4. Recovery Act Funded.

Const Hov Lanes, Retaining Walls, Sound Walls And Replace Conc Pymt. in Los Angeles County In Burbank 0.3 Km
South Of Cohasset Street Undercrossing To 0.1 Km North Of Sheldon Street Overcrossing. 07-LA-5-50.8/58.0.
Estimate: \$75,700,000. Date Advertised 03/08/2010.
Bids Open on 04/08/2010. The Contractor must have either a Class A license or any combination of the following Class
C licenses which constitutes a majority of the work: C-8, C-12.
850 Working Days . 4% UDBE Requirement.

