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YOUR RETURN
ADDRESS

Agreement No. 12A1426

Bid Due Date: May 24, 2012

Postage

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

BID SUBMITTAL DO NOT OPEN

DEPARTMENT OF TRANSPORTATION

ADMINISTRATION

DIVISION OF PROCUREMENT AND CONTRACTS MS-67

1727 30th STREET

SACRAMENTO, CA 95816-7006

PHONE (916) 227-0774 or 6000

FAX (916) 227-6155

TTY (800) 735-0193 or (916) 227-2857

INTERNET <http://caltrans-opac.ca.gov>Flex your power!
Be energy efficient

May 10, 2012

INVITATION FOR BID (IFB)**IFB # 12A1426****Notice to Prospective Contractors**

You are invited to review and respond to this IFB #12A1426, entitled, Bare Equipment Rental Services. 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 (25%) of their net bid price to certified SBs or MBs, are encouraged to submit bids. See Section D, Item 1, in this IFB for requirements.

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

The designated contact person for this IFB is:

Betty Graham

Department of Transportation

916-227-6048/ Area Code & Telephone Number**916-227-6007/Area Code & Fax Number**

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

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

Sincerely,

Betty Graham

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 7** for a more complete description of services.

Equipment Rental to be furnished on a bare equipment rental basis.

B) Bidder's Minimum Qualifications

Bid Bond Required: Bidder shall submit a *bid bond (executed by an admitted surety insurer) with bid as described herein. The Bidder's bid bond shall be no less than 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 shall be cause for rejection of bid. *The bidder may also submit, in lieu of a bidder's bond, one of the following forms of bidder's security: cash, cashier's check, or certified check made payable to Caltrans.

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 <small>(Pacific Time)</small>
IFB available to prospective bidders	May 10, 2012	
Written Question Submittal	May 17, 2012	
Final Date and Time for Bid Submission	May 24, 2012	2:15 PM
Bid Opening	May 24, 2012	3:00 PM
Proposed Award Date (estimate)	June 1, 2012	

2. Questions and Answers

- A. Questions regarding this IFB must be submitted in writing. Bidders are encouraged to submit their written questions by **May 17, 2012**.
- B. Written questions must include: the individual's name, firm name, complete address and must reference IFB No. **12A1426**. Questions must be sent to the following

MAIL OR FAX TO:

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

Fax No.: (916) 227-6007

- 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 C) 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 Acquisition Analyst named above:

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

3. Inspection of Equipment

- A. A request for the inspection of the equipment offered by the successful bidder before it departs for its designated location will be granted if approved by the State representative and if time and conditions warrant.
- B. The State's representative shall determine suitability of the equipment for its intended use, and its decision shall be final as of the date of inspection. No bid shall be considered for any equipment that is considered unsuitable or in unsatisfactory mechanical condition. Bids may not be considered for equipment from which the serial number or other means of identification has been removed. Equipment must be available for delivery on the job within 4 hours after it is requested by the State.
- C. Caltrans reserves the right to inspect the equipment mentioned in the service Agreement when it has reported to the designated location ready for work and to cancel the service contract if the equipment is not capable of or is not giving satisfactory service in the opinion of the State representative.

4. Costs Included in Bid Rates

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

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

SB Preference will be granted on this IFB. Only firms certified as a "Small Business" or "Microbusiness" with the Department of General Services (DGS), Office of Small Business and DVBE Service (OSDS) or Contractors who commit to subcontracting a minimum of 25 percent (25%) of their net bid price to SB or MB, in the categories most appropriate to accomplish the prescribed services, will be granted this preference.

6. 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 form 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.

7. Bonds

- A. Bid Bond Required: Bidder shall submit a *bid bond (executed by an admitted surety insurer) with bid as described herein. The Bidder's bid bond shall be no less than 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 shall be cause for rejection of bid. *The bidder

may also submit, in lieu of a bidder's bond, one of the following forms of bidder's security: cash, cashier's check, or certified check made payable to Caltrans. (See Sample Bid Bond, Attachment 10).

- B. Payment Bond Requirement: If the successful bidder's bid exceeds \$25,000, bidder will be required to provide a Payment Bond upon award of the Agreement. The Payment Bond must be issued by a company authorized by the California Insurance Commissioner to transact surety business in California (an admitted surety insurer). The Payment Bond must be written for one hundred percent (100%) of the total amount bid / total amount of the agreement. (See Sample Payment Bond, Attachment 11).

8. Insurance

- C. The bidder, who receives the Agreement award, must provide a certificate of insurance providing proof of insurance to the Division of Procurement and Contracts within ten (10) working days from the date of notification of award. The State's Office of Risk and Insurance Management will review insurance certificates and/or proof of self-insurance documentation before execution of the Agreement. Refer to Exhibit E in the Proposed Form of Agreement (Attachment 7), for the applicable and specific Insurance requirements and coverage limits.

- D. The insurance carrier shall 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.

9. 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. All bidders shall complete the Darfur Contracting Act Certification form, Attachment 5, and submit with bid.
- B. If your company has not, within the previous three years, had any business activities or other operations outside of the United States, complete Option 1 on the Darfur Contracting Act Certification form, 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).

10. Bid Submittal

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

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

YOUR RETURN ADDRESS	Agreement No. 12A1426 Bid Due Date: <u>May 24, 2012</u> Bid Due Time: 2:15 P.M. Bid Opening: 3:00 P.M. Attention: Betty Graham	postage
	Department of Transportation Division of Procurement and Contracts ATTN: BID UNIT 1727 30th Street, 4 TH Floor, MS-65 Sacramento, CA 95816-7006	
BID SUBMITTAL DO NOT OPEN		

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

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

- G. Bid opening will be held at the above address at **3:00 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 **2:50 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. Caltrans may reject any bid on the basis that it is not responsive or from a non-responsible bidder, and may waive any immaterial deviation in a bid. Caltrans waiver of an immaterial defect shall in no way modify the IFB document or excuse the bidder from full compliance with all requirements if awarded the agreement.
- J. Costs for developing bids and in anticipation of award of the contract is entirely the responsibility of the bidder and shall not be charged to the State.
- K. Only an individual who is authorized to bind the bidding firm contractually shall sign the Bid/Bidder Certification Sheet (Attachment 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 Caltrans, signed by the bidder or an agent authorized in accordance with Section K above. A bidder may thereafter submit a new bid prior to the bid submittal deadline. Bids may not be withdrawn without cause subsequent to bid submittal deadline.
- N. Caltrans may modify the IFB prior to the date fixed for submission of bids by the issuance of an addendum sent to all parties who received a bid package.
- O. Caltrans reserves the right to reject all bids for reasonable cause.
- P. Bidders are cautioned to not rely on Caltrans 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. Caltrans 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 GTC are not negotiable. The GTC 610 may be viewed at <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>

11. Evaluation and Selection

- A. At the time of bid opening, each bid proposal's total and any Small Business and/or Micro Business information (if applicable) will be read aloud. Bids are considered preliminary pending review and verification of applicable bid requirements such as: small business preference, DVBE, DBE, licensing, bonding, qualifications, or other requirements as stated in the IFB. Contracts will be awarded to the lowest responsive responsible bidder.
- B. Each bid will be checked for the presence or absence of required information in conformance with the submission requirements of this IFB. Caltrans will check the bid submittal package to verify it received all required documents. Positive verification of required documents will be performed to determine its responsiveness to the State's needs.
- C. Bids that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the bidder, shall be rejected.

12. 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 Caltrans has decided the matter.

- F. Within five (5) days after filing the initial protest, the protesting bidder shall file with Caltrans 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
Division of Procurement & Contracts
Attention: Bid, Protest, & Dispute Branch Chief
1727 30th Street, MS 65
Sacramento, CA 95816
Phone Number: (916) 227-0774
Fax Number: (916) 227-1950

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

- G. Upon award of the contract contractor shall complete and submit to Caltrans, the Payee Data Record form (STD 204), to determine if the contractor is subject to State income tax withholding pursuant to California Revenue and Taxation Code section 18662 et seq. This form can be found on the Internet at 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 the CCC with bid package.

13. Standard Conditions of Service

- A After award of the Agreement and execution of the Agreement, should the Contractor fail to supply equipment requested within five (5) working days after notification of the starting date, or suspend work for a period of five (5) continuous working days after notification that equipment is to be supplied, Caltrans may provide five (5) calendar days written notice, mailed to the Contractor, to timely provide the equipment, or the Agreement may be terminated. In addition, that Contractor shall be liable to Caltrans 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 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 {BPC}), 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 GC 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 GC section 4554)
- D If the bidder is awarded the Agreement and refuses to sign the Agreement presented for signature within the time and manner required, the bidder will be liable to Caltrans for actual damages resulting to Caltrans therefrom or ten percent (10%) of the amount bid, whichever is less.
- E Loss Leader usage is prohibited in this Solicitation: It is unlawful for any person engaged in business within this State to sell or use any article or product as a "loss leader" as defined in Section 17030 of the California Business and Professions Code. "Loss Leader" means any article or product sold at less than cost: a) where the purpose is to induce, promote or encourage the purchase of other merchandise; or b) where the effect is a tendency or capacity to mislead or deceive purchasers of prospective purchasers; or c) where the effect is to divert trade from or otherwise injure competitors.
- F No oral understanding or agreement shall be binding on either party.

D) Special Programs

The following Special Programs are applicable to this IFB.

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

- A. GC section 14835 *et seq.* requires that a five percent (5%) preference be given to contractors who qualify as a certified SB or MB. References to a SB shall also include MB. The rules and regulations of this law, including the definition of a SB for the delivery of services, are contained in Title 2, California Code of Regulations (2 CCR) 1896 *et seq.*
- B. To claim the SB preference, your firm must have its principal place of business located in California and be certified by the California Department of General Services (DGS), Office of Small Business and DVBE Services (OSDS). The preference amount may not exceed fifty thousand dollars (\$50,000) for any bid. If prospective Contractor is claiming the five percent (5%) SB preference, complete Section 16 of the Bid/Bidder Certification Sheet (Attachment 4).

- C. Pursuant to GC section 14838 and 2 CCR 1896, if a bidder is not a certified SB, but wishes to be eligible for the five percent (5%) non-small business (NSB) preference, the bidder must subcontract at least 25 percent (25%) of its net bid price to one or more certified SBs. If Bidder is claiming the five percent (5%) NSB preference, complete Section 17 of the Bid/Bidder Certification Sheet (Attachment 4), and Bidder Declaration, GSPD-05-105 (Attachment 2). Bidder shall list the names of all certified SB firms being claimed for credit on the GSPD-05-105 form. For each certified SB subcontractor listed, the Bidder shall submit a copy of the quotes from each SB as Attachment 8, titled "Quotes from SB Subcontractors." This preference shall not be awarded to a noncompliant bidder and shall not be used to achieve any applicable minimum requirements.
- D. Certified SB bidder(s) shall have precedence over NSB bidders in the application of SB preference(s).
- E. SB preferences may not be applied to any bid deemed non-responsive with the solicitation instructions or from a non-responsible bidder.
- F. Questions regarding the certification approval process or SB program should be directed to OSDS at (800) 559-5529 or (916) 375-4940. For the 24-Hour Recording & Mail Request call (916) 322-5060, or E-mail: osdshelp@dgs.ca.gov.
- G. Additional references are at <http://www.dgs.ca.gov/pd/Programs/OSDS.aspx>.

2. Disabled Veteran Business Enterprise (DVBE) Programs

A. DVBE Participation Program with NO Goals

A DVBE goal is not required, but DVBE participation is encouraged, and a DVBE incentive will apply to this IFB as described below.

B. DVBE Incentive Program

- 1) The DVBE Incentive Program applies to this solicitation. It is separate from the DVBE Participation Program and was established in 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, GSPD-05-105. Information provided on the Bidder Declaration, 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)

Goal Not Required

Verified DVBE Participation	DVBE Incentive Amount
5% or more	5%
4% - 4.99%	4%
3% - 3.99%	3%
2% - 2.99%	2%
0.1% - 1.99%	1%

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

**ATTACHMENT 1
BID PROPOSAL**

1. Daily, weekly, monthly rental rates shall include all applicable taxes.
2. In case of discrepancy between the daily, weekly, or monthly rate bid and the bid amount, the rate bid shall prevail.
3. **ALL ITEMS MUST BE BID ON. ANY ITEM LEFT BLANK WILL BE DEEMED NON-RESPONSIVE.**

CONTRACTOR'S NAME (PLEASE PRINT):

ITEM	EQUIPMENT DESCRIPTION	*** EST. DAYS USE	DAILY RATE	BID**** AMOUNT	*** EST. WEEKLY USE	WEEKLY RENTAL RATE	BID**** AMOUNT	*** EST. MONTHLY USE	MONTHLY RENTAL RATE	BID**** AMOUNT	EST. MOVE IN/OUT	FLAT RATE FOR MOVE IN/OUT*	TOTAL MOVE IN/OUT (est. move in/out x flat rate)
	SAMPLE BIDDING LINE	2	\$25	\$50	4	\$125	\$500	1	\$500	\$500	2	\$50	\$100
1	BACKHOE/310/EXTENDAHOE	20			36			0	0.00		12		
2	EXCAVATOR, MINI 3-4 METRIC TON	10			24			0	0.00		4		
3	LOADER, SKIP 60-75 HP	10			8			1			4		
4	COMPRESSOR, AIR/185 CUBIC FEET PER MINUTE	10			12			8			3		
5	Mid size sedan	10			24			12			10		
6	LOADER, CRAWLER 2-3 YARD	10			12			0	0.00		4		
7	DOZER/EQUIVALENT TO A D-4	10			12			0	0.00		2		
8	LOADER, WHEEL 2 ½ YARD	10			12			1			6		
9	LOADER, WHEEL 3 YARD	6			12			1			6		
10	BRUSH CHIPPER/10"-14"	30			24			4			8		

**ATTACHMENT 1
BID PROPOSAL**

- 1. Daily, weekly, monthly rental rates shall include all applicable taxes.
- 2. In case of discrepancy between the daily, weekly, or monthly rate bid and the bid amount, the rate bid shall prevail.
- 3. **ALL ITEMS MUST BE BID ON. ANY ITEM LEFT BLANK WILL BE DEEMED NON-RESPONSIVE.**

CONTRACTOR'S NAME (PLEASE PRINT):

ITEM	EQUIPMENT DESCRIPTION	*** EST. DAYS USE	DAILY RATE	BID**** AMOUNT	*** EST. WEEKLY USE	WEEKLY RENTAL RATE	BID**** AMOUNT	*** EST. MONTHLY USE	MONTHLY RENTAL RATE	BID**** AMOUNT	EST. MOVE IN/OUT	FLAT RATE FOR MOVE IN/OUT*	TOTAL MOVE IN/OUT (est. move in/out x flat rate)
	DIAMETER BRANCHES												
11	FORKLIFT 15000	12			4			0	0.00		2		
12	FORKLIFT, HI REACH 8000	10			5			0	0.00		2		
13	FORKLIFT 5000 LBS	20			30			96			8		
14	LIGHT TOWER 4000 WATT	16			2			0	0.00		2		
15	PLANER-ATTACHMENT FOR SKIDSTEER 18"-24"	72			12			6			8		
16	BREAKER HYD FOR SKIDSTEER	8			12			0	0.00		4		
17	PLATFORM (SCISSORS) LIFT 26' RTS	10			4			12			4		
18	TRUCK BUCKET w/60' ARTICULATING BOOM	18			12			6			6		
19	VAN, 15 PASSENGER w/TOW	20			24			96			20		

**ATTACHMENT 1
BID PROPOSAL**

- 1. Daily, weekly, monthly rental rates shall include all applicable taxes.
- 2. In case of discrepancy between the daily, weekly, or monthly rate bid and the bid amount, the rate bid shall prevail.
- 3. **ALL ITEMS MUST BE BID ON. ANY ITEM LEFT BLANK WILL BE DEEMED NON-RESPONSIVE.**

CONTRACTOR'S NAME (PLEASE PRINT):

ITEM	EQUIPMENT DESCRIPTION	*** EST. DAYS USE	DAILY RATE	BID**** AMOUNT	*** EST. WEEKLY USE	WEEKLY RENTAL RATE	BID**** AMOUNT	*** EST. MONTHLY USE	MONTHLY RENTAL RATE	BID**** AMOUNT	EST. MOVE IN/OUT	FLAT RATE FOR MOVE IN/OUT*	TOTAL MOVE IN/OUT (est. move in/out x flat rate)
	HITCH												
20	ROTARY MOWER ATTACHMENT (SKID STEER)	10			8			48			8		
21	SKIDSTEER S175	20			3			12			3		
22	SKIDSTEER S185	8			3			12			3		
23	SKIDSTEER T250	24			12			36			6		
24	TRUCK, PICK-UP 1/2 TON F150 OR EQUIVALENT	24			24			144			12		
25	TRUCK, PICK-UP 3/4 TON F250 OR EQUIVALENT	24			24			144			6		
26	41' HOIST/BUCKET TRUCK	10			8			24			8		
27	AG TYPE TRACTOR, 50-60 HP, 3 PT HITCH, ENCLOSED CAB w/FLAIL MOWER	12			4			36			4		
								24					

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A	TOTAL BID AMOUNT FOR DAILY RENTAL			\$									
B	TOTAL BID AMOUNT FOR WEEKLY RENTAL						\$						
C	TOTAL BID AMOUNT FOR MONTHLY RENTAL									\$			
D	TOTAL FOR MOVE IN / MOVE OUT CHARGES												\$
E	LUMP SUM FOR MISCELLANEOUS EQUIPMENT RENTAL												\$100,000.00
	GRAND TOTAL**(A+B+C+D+E)												\$

* Move in and move out are considered one move, charges are for total transport charge.

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), OSD 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

ATTACHMENT 3

CONTRACTOR CERTIFICATION CLAUSES

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

CONTRACTOR CERTIFICATION CLAUSES

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

Current State Employees (Pub. 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

CONTRACTOR CERTIFICATION CLAUSES

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. The signature affixed hereon and dated certifies compliance with all the requirements of this bid document. The signature below authorizes the verification of this certification.
- D. The signature and date affixed hereon certifies that this bid is a firm offer for a 90-day period.

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

1. Company Name	2. Telephone Number () ()	2a. Fax Number () ()
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
11(a) Are the vehicles being used for this Agreement subject to DMV/CHP Motor Carrier Permit laws? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> If yes (If required by law), the lowest responsive responsible bidder must provide evidence, before contract award.		
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.
11a	Bidder has read the required scope of services for this Agreement and is certifying whether or not the vehicles the bidder will use for this Agreement are subject to DMV/CHP Motor Carrier Permit laws.
12, 13, 14, 15	Must be completed. These items are self-explanatory.
16	If certified as a Small Business Enterprise, place a check in the "yes" box, and enter your certification number on the line. If certified as a Disabled Veterans Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified to one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to the Department of General Services, Office Small Business and DVBE Services. To get certified, go to http://www.pd.dgs.ca.gov/smbus/default.htm
17	Check the applicable box. Complete and return GSPD-05-105 with your Bid.

**Attachment 5
Darfur Contracting Act**

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

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.

OPTION #1 - CERTIFICATION

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

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that a) the prospective proposer/bidder named below has not, within the previous three years, had any business activities or other operations outside of the United States. b) I am duly authorized to legally bind the prospective proposer/bidder named below. This certification is made under the laws of the State of California.

Company/Vendor Name (Printed)	Federal ID Number
By (Authorized Signature)	
Printed Name and Title of Person Signing	

OPTION #2 - 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.

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

OPTION #3 – WRITTEN PERMISSION FROM 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.**

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

ATTACHMENT 6
Invitation for Bid No. 12A1426

REQUIRED ATTACHMENT CHECKLIST

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

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

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

<u>Attachments</u>	<u>Attachment Name/Description</u>
Attachment 1	Bid Proposal, ADM 1412
Attachment 2	Bidders Declaration, GSPD-05-105
Attachment 3	Contractor Certification Clauses (CCC 307). The CCC 307 can also be found on the Internet at http://www.dgs.ca.gov/ols/home.aspx . Page one (1) must be signed and submitted prior to the award of the contract.
Attachment 4	Bid/Bidder Certification Sheet
Attachment 5	Darfur Contracting Act
Attachment 6	Required Attachment Checklist
Attachment 8	Quotes from SB or DVBE Subcontractors
Attachment 9	Disabled Veteran Business Enterprise Declarations
Copy	Bid Bond

ATTACHMENT # 7
Commercial Service - State

AGREEMENT NUMBER TBD
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 14 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: TBD through TBD

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	4 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	5 Pages
Exhibit E – Additional Provisions	2 Pages
Attachment 1 - Bid Proposal	1 Page
Attachment 2 – Bidder Declaration Form, GSPD-05-105	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.dgs.ca.gov/ols/Home.aspx>.*

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.)

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

1727 30th Street, (MS 65)
 Sacramento, CA 95816

**California Department of
 General Services Use Only**

Exempt per:
 Public Contract Code 10295 (c) (2)
 Streets & Highway Code 136

EXHIBIT A
Highway Equipment Rental – Bare Equipment

SCOPE OF WORK

1. Contractor agrees to provide to the Department of Transportation (**Caltrans**) Bare Equipment Rental Service as described herein:

Contractor shall provide equipment rental for various types of equipment to **Caltrans** District 12 on an on-call as-needed basis.

2. The services shall be performed in within the entire Orange County. The following locations are where equipment may be delivered:

- A. Stanton Maintenance Station - 8122 Katella Ave Stanton, CA 92680
- B. Brea Maintenance Station - 13571 Central Ave Brea, CA 92621
- C. Bolsa Chica Mtc. Station – 13072 Bolsa Chica Road Westminster CA, 92683
- D. Batavia Maintenance Station – 1808 North Batavia St. Orange, CA 92865
- E. Costa Mesa Maintenance Station – 1090 Bristol St. Costa Mesa CA 92626
- F. Toll Road Maintenance Station – 6685 Marine Way Irvine, CA 92618
- G. Orange Maintenance Station – 691 S. Tustin Ave Orange, CA 92866

3. This Agreement will commence on the start date **June 1, 2012 (estimate)** as presented herein or upon approval by **Caltrans**, whichever is later and no work shall begin before that time. This Agreement is of no effect unless approved by Caltrans. 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 **May 31, 2014 (estimate)**. The services shall be provided 24 hours a day, seven (7) days a week. 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: TBD	
Section/Unit:		Section/Unit	
Contract Manager TBD		Project Manager	
Address (Street Address, City, State, Zip Code)		Address (Street Address, City, State, Zip Code)	
Business Phone Number ()	Facsimile Number ()	Business Phone Number ()	Facsimile Number ()

EXHIBIT A
Highway Equipment Rental – Bare Equipment

5. Description of Work to be performed by the Contractor
 - A. Contractor shall move in/move out (deliver and pickup) certain requested equipment to and from the work site. Move in/move out charge shall be **flat rate** in accordance with Attachment 1, Bid Proposal. A move in/move out equals one (1) move.
 - B. Caltrans Contract Manager or designee shall pickup and return certain equipment without incurring a move in/move out charges.
 - C. Contractor shall be available by phone 24 hours per day, seven (7) days per week.
 - D. Contractor shall provide any specialized pre-operational forms or check sheets when special attention is necessary for a specific item.
 - E. Equipment must be available for delivery on the job pick-up within four (4) hours after it is requested by Caltrans Contract Manager or designee. **If requested by Caltrans for delivery, or pick up to the job site, the Contractor must make equipment available to Caltrans within four (4) hours of receipt of Caltrans request.**
 - F. In emergency situations, it may be necessary to immediately request equipment. If the Contractor is unable to provide the equipment, **Caltrans** reserves the right to rent the equipment from another source with no penalty to the Contractor.
 - G. Contractor shall maintain maintenance records on equipment as required by California Highway Patrol (CHP), Bi-Annual Inspection Terminal (BIT) and California Division of Occupational Safety and Health (Cal-OSHA). The records are subject to review at any time upon the request of the Caltrans Contract Manager.
 - H. On a rare occasion, Caltrans may rent new classes of equipment from the Contractor. New classes of equipment may be added to the published rate book (rate schedule) at any time during the year. Every quarter, Contractor shall furnish a confirming rate schedule to Caltrans, setting forth the rates of any additional equipment, if so; price will be in accordance to CAL-OSHA standards.
 - I. All towable equipment shall be provided with a pintle type hitch, adaptable to size and height. A plug in adapter to match the standard Caltrans electrical system will be supplied.
 - J. All equipment shall be five (5) model years old or less. If the equipment is more than five (5) model years old, the Caltrans District Equipment Manager or his designee shall determine the suitability of the equipment for the intended use and

EXHIBIT A
Highway Equipment Rental – Bare Equipment

- his/her decision shall be final as of the date of the inspection. All equipment must be equipped with safety equipment according to Cal-OSHA standards.
- K. Equipment will be rented on the **cost per daily, weekly, and/or a monthly (4 weeks) basis per the Attachment 1, Bid Proposal.**
 - L. Contractor shall maintain and repair equipment as needed at its own expense and in accordance with **Exhibit D, #12.** Maintenance and repairs are not limited to only wear items. Caltrans will fuel and perform daily servicing. Contractor shall provide any pre-operational forms or check sheets when special attention is necessary for a specific item.
 - M. Contractor assumes all responsibility which may be imposed by law for damage or personal injuries caused by defective equipment rented under this Agreement or by operations of the Contractor or his employees under this Agreement and shall at his own expense maintain such as fire, theft, liability or other insurance as he deems necessary for his protection.
 - N. If a breakdown of equipment occurs, repair or replacement appraisal must be provided within four (4) hours. If the Contractor cannot provide repair or replacement within twenty-four (24) hours, Caltrans will rent the equipment from another source and charge the Contractor for additional charges incurred by Caltrans.
 - O. If the Contractor cannot provide specific type of the equipment listed on the Attachment 1, Bid Proposal sheet, a substitute of the equipment will be rented to Caltrans at the bid price. The substitute equipment must be equivalent to the specified equipment and approved by the Caltrans Contract Manager.
 - P. It is possible more than one (1) piece of the same type of equipment may be rented concurrently. Failure to provide the equipment within the specified time frame may result in Caltrans renting the equipment from another source and charging any additional costs incurred by Caltrans to the Contractor.
 - Q. Equipment may require delivery and pick-up (**move in/move out**) to and from the work site by the Contractor. Delivery and pick-up charge shall be per hour and shall not exceed five (5) hours total time.
6. Description of Work to be performed by **Caltrans**
- A. **Caltrans reserves the right to inspect the equipment offered by the Contractor before it departs for its designated location or when it has arrived at its designated location ready to work and to terminate this Agreement if the equipment is not capable of or it is not giving satisfactory service in the opinion of the Caltrans representative pursuant to Exhibit D, Section 2.**

EXHIBIT A
Highway Equipment Rental – Bare Equipment

- B. Caltrans District Equipment Manager, or his/her designee will submit a request to the Contractor for equipment via telephone, email and/or fax machine.
- C. Caltrans will record rentals on a Daily Record of Rented Equipment, DH-M-8 (M-8).
- D. Caltrans does not expressly or by implication guarantee that all of the equipment listed will be used during the term of this Agreement.
- E. Caltrans agrees to return the equipment in good condition, subject to reasonable wear and tear. Caltrans shall not be liable for loss or damages to rental equipment from any cause whatsoever during periods of transportation or during the period the equipment is in the possession of Caltrans, except when loss or damages result from the negligent act or omissions of the Department, its officer, employees, or agents.
- F. Caltrans will be required to fuel and perform daily equipment servicing.
- G. Caltrans District Equipment Manager or his/her designee will assign an authorization number for each equipment rental requested from the Contractor.
- H. Caltrans representative shall determine suitability of the equipment for its intended use, and his/her decision shall be final as of the date of inspection. Equipment shall not be considered suitable for work if the serial number or other means of identification has been removed.

7. Inspection of Equipment

- A. A request for the inspection of the equipment offered by the successful bidder before it departs for its designated location will be granted if approved by the State representative and if time and conditions warrant.
- B. The State's representative shall determine suitability of the equipment for its intended use, and its decision shall be final as of the date of inspection. No bid shall be considered for any equipment that is considered unsuitable or in unsatisfactory mechanical condition. Bids may not be considered for equipment from which the serial number or other means of identification has been removed. Equipment must be available for delivery on the job within 4 hours after it is requested by the State.
- C. Caltrans reserves the right to inspect the equipment mentioned in the service Agreement when it has reported to the designated location ready for work and to cancel the service contract if the equipment is not capable of or is not giving satisfactory service in the opinion of the State representative.

EXHIBIT B
Highway Equipment Rental – Bare Equipment

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered and approved by Caltrans Contract Manager, and upon receipt and approval of the invoices, **Caltrans** agrees to compensate 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 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. **Authorization number assigned by Caltrans District Equipment Manager, or his/her designee.**
 - 3. Dates of Service
 - 4. Location of Service
 - 5. Type of equipment
 - 6. Itemized charges
 - 7. **Applicable rental rate per the bid proposal sheet, Attachment 1 (daily, weekly, monthly)**
- D. Each invoice shall be submitted in triplicate to:

Department of Transportation
District 12/Maintenance
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

EXHIBIT B Highway Equipment Rental – Bare Equipment

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 California State Legislature does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- D. Pursuant to Government Code (GC), Section 927.13, no late payment penalty shall accrue during any time period for which there is no Budget Act in effect, nor on any payment or refund that is the result of a federally mandated program or that is directly dependent upon the receipt of federal funds by a state agency.
- E. **Caltrans** has the option to terminate the Agreement under the 30-day termination clause or to amend the Agreement to reflect any reduction of funds. Refer to Exhibit **D, 2. B. Termination.**

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, GC, Section 927.

4. Rates

The Contractor shall perform reimbursed for work performed under this Agreement at the bid rates quoted on the Bid Proposal, Attachment 1.

5. Cost Limitation

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

6. Costs Included in Bid Rates

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

7. Bare Equipment

- A. HOURLY RATE BASIS – Rental shall be paid for the actual time equipment is used, as shown on Caltrans “Record of Rental Equipment” signed by both State’s and

EXHIBIT B
Highway Equipment Rental – Bare Equipment

Contractor's representatives. This form will be the final record of hours worked unless objected to by the Contractor in writing within one day of return of the equipment. No payment will be made for time lost due to unfavorable weather or other conditions not within the control of Caltrans. No payment will be made for time of breakdown or repairs when the down time exceeds 30 minutes. Hourly rates are not to be converted to daily, weekly, or monthly rates.

- B. DAILY, WEEKLY, OR MONTHLY RATES – Unless otherwise specified, rental shall be paid for the time the equipment is in possession of the State. As shown on Caltrans "Record of Rental Equipment, rental time starts when the equipment is delivered by the Contractor to the State, and will end when the equipment is returned or released to the Contractor by the State.
- C. Rental time shall not be subject to deduction on account of inclement weather or any other condition not under the Contractor's control. The daily rate, when applicable, shall be allowed for each calendar day (except Saturdays, Sundays, and State legal holidays on which the equipment is not operated). Twenty-four (24) hours or less will be paid for as one day, over 24 hours to 48 hours as two days, etc.
- D. Weekly and monthly rates when applicable shall be the weekly or monthly rates prorated according to the number of days the equipment is continuously in the possession of the State.
- E. Rental payment shall be subject to deductions on a prorated basis on account of time loss due to breakdown or repair of the specific item of equipment or of the equipment controlling the operation when such equipment is furnished by the same Contractor, provided that the Contractor has been notified of such breakdown and repair or replacement has been requested. Such lost time will be accumulated throughout the rental period and deducted to the nearest full day.
- F. CONVERSION OF RATES – Unless otherwise specified the daily rate bid will be converted to a weekly or monthly rate whenever the total rental charge for the period will be reduced thereby, except that the weekly or monthly rate will not be prorated for a rental period of less than one week's or month's duration respectively. For the purpose of such conversion, unless otherwise shown, it is agreed that the weekly rates shall be three and one-third ($3 \frac{1}{3}$) times the daily rates and monthly rates shall be ten (10) times the daily rates or three (3) times the weekly rates. Monthly rates shall not be converted to weekly rates nor shall weekly rates be converted to daily rates.

EXHIBIT D
Highway Equipment Rental – Bare Equipment

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 Caltrans' final decision on the dispute.
- 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. Termination

- 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. Default is defined as the Contractor failing to perform services required by the Agreement in a satisfactory manner.
- B. 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 default or material breach by the Contractor.
- C. The State may terminate this Agreement immediately for good cause. The term "good cause" may be defined as "impossibility of performance" or "frustration of purpose," but does not include material breach, default, or termination without cause. In this instance, the Agreement termination shall be effective as of the date indicated on the State's notification to the Contractor.
- D. In the event that the total Agreement amount is expended prior to the expiration date, Caltrans may, at its discretion, terminate this Agreement with 30 days notice to Contractor.

3. Agency Liability

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 agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of

EXHIBIT D
Highway Equipment Rental – Bare Equipment

the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

4. Subcontractors

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between Caltrans and any Subcontractors, and no subcontract shall relieve 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 Caltrans 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 shall comply with the requirements of Public Contract Code Section 4100 et seq., and must be approved in writing by the Caltrans Contract Manager in advance of assigning work to a substitute Subcontractor.

5. Retention of Records/Audits

- A. For the purpose of determining compliance with Government Code Section 8546.7, the Contractor, Subcontractors, and Caltrans 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. Caltrans, the State Auditor, Federal Highway Administration (FHWA), or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to Contractor's books, records, and documents that are pertinent to the Agreement for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.
- B. Any subcontract entered into as a result of this Agreement shall contain all the provisions of this clause.

EXHIBIT D
Highway Equipment Rental – Bare Equipment

6. 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, its 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.

7. 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.

8. 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.

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

EXHIBIT D

Highway Equipment Rental – Bare Equipment

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

10. 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 contract 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 contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

11. Interfacing With Pedestrian and Vehicular Traffic

Pursuant to the authority contained in Section 591 of the Vehicle Code, Caltrans 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.

12. Operation and Maintenance

- A. The Contractor shall at its own expense maintain the equipment and its appurtenances in good repair and operative condition and replace any equipment not in good mechanical condition.
- B. The State will furnish all fuel and lubricants necessary for the operation of the equipment while being used by the State. The Contractor shall make all repairs including labor, material, parts, and other items at its own expense. The State will not be responsible for wear and tear on the equipment or its appurtenances
- C. The equipment is to be operated only by employees of the State while on the job.

13. Ownership

When the specifications require the Contractor to be the owner or part owner of each piece of equipment it proposes to furnish under the Agreement, ownership shall be

EXHIBIT D
Highway Equipment Rental – Bare Equipment

determined by registration certificate when law requires registration. A part owner must be able to show that it has made a substantial payment on the equipment and that the Contractor intends to complete the purchase within a reasonable time.

14. Use Tax

- A. If the equipment to be rented is in substantially the same form as when it was acquired by the Contractor, and if the Contractor has paid the sales or use tax on the purchase price of the equipment, then the California sales or use tax (Revenue and Taxation Code Sections 6010 and 6023) will not apply to the work to be done under this Agreement.
- B. If the equipment is not in substantially the same form as required or if the Contractor has not previously paid sales tax, then said sales tax applies to the equipment rental rate.
- C. If use tax applies to this equipment rental Agreement:
 - 1) The bidder shall include the amount of the tax in his/her bid.
 - 2) The tax should be applied only to the portion of the fully operated rental rate that is attributable to the equipment itself.
 - 3) Invoices shall separately itemize the amount of the tax.
 - 4) Invoices shall state the serial number of the Contractor's seller's permit or certificate of registration-use tax.
- D. In case of doubt concerning the applicability of the tax, the bidder should refer any questions to an office of the State Board of Equalization for determination.

15. Contractor's Priority Hiring Considerations

The Contractor shall give priority consideration in filling vacancies in positions funded by this contract to qualified recipients of aid under Chapter 2 commencing with Section 11200 of the Welfare and Institutions Code, in accordance with Article 3.9 commencing with Section 11349 of the Welfare and Institutions Code. .

EXHIBIT E
Highway Equipment Rental – Bare Equipment

ADDITIONAL PROVISIONS

1. General Provisions Required in all Insurance Policies

- A. Deductible: Contractor is responsible for any deductible or self-insured retention contained within the insurance program.
- B. Coverage Term: Coverage must be in force for the complete term of this Agreement. If insurance expires during the term of this Agreement, a new certificate must be received by the Caltrans Contract Manager at least ten (10) days prior to the expiration of the insurance. Any new insurance must continue to comply with the original terms of this Agreement **12A1426**.
- C. Policy Cancellation or Termination and Notice of Non-Renewal: Contractor shall provide, to the Caltrans Contract Manager within five (5) business days, following receipt by Contractor, a copy of any cancellation or non-renewal of insurance required by this Agreement. In the event Contractor fails to keep, in effect at all times, the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event, subject to the provisions of this Agreement.
- D. Primary Clause: Any required insurance contained in this Agreement shall be primary, and not excess or contributory, to any other insurance carried by the State.
- E. Inadequate Insurance: Inadequate or lack of insurance does not negate the Contractor's obligations under this Agreement.
- F. Endorsements: Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- G. Insurance Carrier Required Rating: All insurance companies must carry a rating acceptable to the Department of General Services, Office of Risk and Insurance Management (ORIM). If the Contractor is self insured for a portion or all of its insurance, review of financial information including a letter of credit may be required. Department of General Services, ORIM Website:
<http://www.dgs.ca.gov/orim/home.aspx>
- H. Contractor shall include all of its subcontractors as insured's under Contractor's insurance or supply evidence of insurance to the State equal to the policies, coverage's and limits required of Contractor.
- I. The State will not be responsible for any premiums or assessments on the policy.

2. Insurance Requirements

- A. Commercial General Liability

EXHIBIT E
Highway Equipment Rental – Bare Equipment

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

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

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

B. Automobile Liability

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

C. Workers' Compensation and Employer's Liability

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

3. Bonds

The Contractor shall furnish bonds as required which are to be executed by an admitted surety insurer. Cash deposits shall not be accepted in lieu of bonds. Alterations, extensions of time, extra and additional work, and other authorized Agreement changes may be made without securing consent of the sureties on said bonds.

ATTACHMENT 8
Invitation for Bid No. 12A1426

QUOTES FROM SB OR DVBE SUBCONTRACTORS

Bidder shall attach copies of **SB OR DVBE SUBCONTRACTORS** 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).

DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONS

STD. 843 (Rev. 5/2006)

Instructions: The disabled veteran (DV) owner(s) and DV manager(s) of the Disabled Veteran Business Enterprise (DVBE) must complete this declaration when a DVBE contractor or subcontractor will provide materials, supplies, services or equipment [Military and Veterans Code Section 999.2]. Violations are misdemeanors and punishable by imprisonment or fine and violators are liable for civil penalties. All signatures are made under penalty of perjury.

SECTION 1

Name of certified DVBE: _____ DVBE Reference Number: _____

Description (materials/supplies/services/equipment proposed): _____

Solicitation/Contract Number: _____ SCPRS Reference Number: _____

(FOR STATE USE ONLY)

SECTION 2

APPLIES TO ALL DVBEs. Check only one box in Section 2 and provide original signatures.

- I (we) declare that the DVBE is not a broker or agent, as defined in Military and Veterans Code Section 999.2 (b), of materials, supplies, services or equipment listed above. Also, complete section 3 below if renting equipment.
- Pursuant to Military and Veterans Code Section 999.2 (f), I (we) declare that the DVBE is a broker or agent for the principal(s) listed below or on an attached sheet(s). *(Pursuant to Military and Veterans Code 999.2 (e), State funds expended for equipment rented from equipment brokers pursuant to contracts awarded under this section shall not be credited toward the 3-percent DVBE participation goal.)*

All DV owners and managers of the DVBE (attach additional pages with sufficient signature blocks for each person to sign):

(Printed Name of DV Owner/Manager)	(Signature of DV Owner/Manager)	(Date Signed)
(Printed Name of DV Owner/Manager)	(Signature of DV Owner/Manager)	(Date Signed)

Firm/Principal for whom the DVBE is acting as a broker or agent: _____
(If more than one firm, list on extra sheets.) (Print or Type Name)

Firm/Principal Phone: _____ Address: _____

SECTION 3

APPLIES TO ALL DVBEs THAT RENT EQUIPMENT AND DECLARE THE DVBE IS NOT A BROKER.

- Pursuant to Military and Veterans Code Section 999.2 (c), (d) and (g), I am (we are) the DV(s) with at least 51% ownership of the DVBE, or a DV manager(s) of the DVBE. The DVBE maintains certification requirements in accordance with Military and Veterans Code Section 999 et. Seq
- The undersigned owner(s) own(s) at least 51% of the quantity and value of each piece of equipment that will be rented for use in the contract identified above. I (we), the DV owners of the equipment, have submitted to the administering agency my (our) personal federal tax return(s) at time of certification and annually thereafter as defined in *Military and Veterans Code 999.2, subsections (c) and (g)*. *Failure by the disabled veteran equipment owner(s) to submit their personal federal tax return(s) to the administering agency as defined in Military and Veterans Code 999.2, subsections (c) and (g), will result in the DVBE being deemed an equipment broker.*

Disabled Veteran Owner(s) of the DVBE (attach additional pages with signature blocks for each person to sign):

(Printed Name)	(Signature)	(Date Signed)
(Address of Owner)	(Telephone)	(Tax Identification Number of Owner)

Disabled Veteran Manager(s) of the DVBE (attach additional pages with sufficient signature blocks for each person to sign):

(Printed Name of DV Manager)	(Signature of DV Manager)	(Date Signed)
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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 10

(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.

SAMPLE

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)

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SAMPLE