

## California Department of Transportation



ADMINISTRATION  
DIVISION OF PROCUREMENT AND CONTRACTS  
1727 30<sup>th</sup> STREET, MS 65  
SACRAMENTO, CA 95816-7006  
PHONE (916) 227-6000  
TTY 711  
<https://dot.ca.gov/programs/procurement-and-contracts/>

July 21, 2026

**Invitation for Bid (IFB)  
IFB # 08A3964  
Notice to Prospective Bidders**

You are invited to review and respond to this **IFB 08A3964**, titled **Sweeper Tailings Collection, Hauling and Disposal Services in San Bernardino County**. In submitting your bid, you shall comply with the instructions found herein. In addition to those programs and preferences that are specified in this solicitation, Prospective Contractors are encouraged to consider programs and preferences that are available, such as those for the use of small businesses, disadvantaged businesses, disabled veteran businesses, and other businesses covered by State and Federal programs and preferences.

As required by Executive Order S-02-06, the California Department of Transportation (Caltrans) is committed to meeting the State's twenty-five percent (25%) Small Business (SB) participation goal. Certified SBs, Micro Businesses (MB) and Contractors are encouraged to submit bids. **Note: SB Public Works (SB-PW) certification does not count towards SB goals for this agreement.** See **Section D, Special Programs** in this IFB for requirements.

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

This Agreement requires Prevailing Wages if the total bid amount exceeds \$15,000. If the total bid amount is under \$15,000, then Prevailing Wage language will be removed prior to award. Refer to **Attachment 3, Proposed Form of Agreement** for requirement details.

The designated contact person for this IFB is:

Michael Dean  
California Department of Transportation (Caltrans)  
Email address: [Michael.Dean@dot.ca.gov](mailto:Michael.Dean@dot.ca.gov)  
Phone: (279) 234-2517

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, Time Schedule** for more details.

**ALL REQUIRED DOCUMENTS ARE EITHER ATTACHED (ATTACHMENT 1) OR THE DOCUMENT LINK IS PROVIDED ON ATTACHMENT 2, REQUIRED DOCUMENTS.**

Sincerely,

Michael Dean  
Contract Analyst

## A) Purpose and Description of Services

1. Contractor agrees to provide roll off bins (with receptable locking lids) for the collection, hauling, and disposal of the items in the bins (including sweeper tailings, debris, sediment, sand, leaves, trash, and other materials) on a scheduled and on-call basis at different locations in San Bernardino County.

Contractor agrees to also provide all services and equipment (including labor, tools, vehicles, materials, parts, equipment, incidentals, hauling, transportation, and the associated costs, fees and taxes) for disposal of the items deposited by Caltrans into the bins.

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

## B) Bidder's Minimum Qualifications

1. Bidder shall possess at the time of bid submittal, continuously thereafter, and for the duration of the Agreement, a valid and current Motor Carrier Permit issued from the California Department of Motor Vehicles (DMV).
2. Bidder shall possess at the time of bid submittal, continuously thereafter, and for the duration of the Agreement, a valid and current registration with the Department of Industrial Relations (DIR).
3. Failure of Bidder to sufficiently meet any or all the minimum qualifications, in the opinion of Caltrans, will result in the Bidder's bid deemed non-responsive.

## C) Bid Requirements and Information

### 1. Time Schedule

It is recognized that time is of the essence. All bidders are hereby advised of the following schedule and will be expected to adhere to the required dates and times.

| Event                                  | Date       | Time<br>(Pacific Time) |
|----------------------------------------|------------|------------------------|
| IFB available to prospective bidders   | 07/21/2026 |                        |
| Written Question Submittal             | 07/28/2026 | 2:00 p.m.              |
| Final Date and Time for Bid Submission | 08/04/2026 | 2:00 p.m.              |
| Bid Opening                            | 08/04/2026 | 2:30 p.m.              |
| Proposed Award Date (estimate)         | 08/14/2026 |                        |

### 2. Questions and Answers

- A. Questions regarding this IFB must be submitted by **2:00 p.m. on July 28, 2026**. Bidders must submit their questions via e-mail to [Michael.Dean@dot.ca.gov](mailto:Michael.Dean@dot.ca.gov).
- B. Written questions must include: the individual's name, firm name, e-mail address and must reference **IFB No. 08A3964**.
- C. Written responses to all questions will be collectively compiled and posted, as an Addendum, to the Cal eProcure website (<https://caleprocure.com/pages/index.aspx>). It is the responsibility of the bidder to access the Cal eProcure website for any changes or addenda that may be posted. Refer to this **Section C, Time Schedule** for the schedule of events and dates/times. Bidder can contact the Contract Analyst named above.

### 3. Costs Included in Bid Rates

Bid prices/rates shall include the cost of employer payments to or on behalf of employees, subsistence, travel, compensation insurance premiums, unemployment contributions, social security taxes, contract bond premiums, and any other taxes or assessments, including but not

limited to, sales and use **taxes** required by law or otherwise and no additional allowance will be paid unless separate payment provisions in the Agreement should specifically provide otherwise.

#### **4. Small Business Preference**

SB Preference will be granted on this IFB. Only firms certified as a "Small Business" or "Micro Business" with the Department of General Services (DGS), Office of Small Business and DVBE Service (OSDS) will be granted this preference. **SB-PW certifications are not eligible for SB preference, as this is not a public works agreement.** For more information, refer to **Section D, Special Programs**.

#### **5. State General Prevailing Wage Rates**

State General Prevailing Wage Rates will apply for the County of San Bernardino as described in the attached **Proposed Form of Agreement, Exhibit B**. The predetermined general prevailing wage rates published by the Director of Industrial Relations may be obtained via the Internet at: <https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. It is the bidder's responsibility to use the correct classification determination published by the Department of Industrial Relations (DIR). By signing the Bid/Bidder Certification Sheet, the Bidder acknowledges this is a public works contract subject to Labor Code Sections 1720-1861, and that if awarded this Agreement, it will be the Bidder's responsibility to ensure that all prevailing requirements are met, including but not limited to the payment of appropriate prevailing wages rates to all employees who participate and perform services under this Agreement, Department of Industrial Relations registration, submittal of weekly certified payroll records, and employment of apprentices throughout the duration of the Agreement.

#### **6. Mandatory Organic Waste Recycling**

Contractor generating organic waste or commercial solid waste shall comply with SB 1383; also Contractor will arrange for the recycling services required by this section in a manner that is consistent with State and local laws and requirements, including a local ordinance or local jurisdiction's franchise agreement, applicable to the collection, handling, or recycling of organic waste and commercial solid waste. This requirement does not modify, limit, or abrogate Contractor's right to sell or donate its recyclable organic waste materials consistent with the requirements of Public Resources Code Sections 42649.8 et seq. When applicable, Contractor must comply with these provisions.

#### **7. Motor Carrier Permit Requirements**

- A. Contractor must have a valid Motor Carrier Permit(s) (MCP) issued from the Department of Motor Vehicles (DMV) for its services as a Motor Carrier of Property under this Agreement. Contractor shall pay any required fees necessary to obtain and maintain in good standing the required MCP(s).
- B. The MCP(s) required for the Contractor's Motor Carriers of Property under California Vehicle Code Sections 34601 and 34620 shall be on file with Contractor for the duration of this Agreement. Upon request of Caltrans Contract Manager or their designee, Contractor must immediately provide to Caltrans a copy of the required MCP(s).

#### **8. Contractor Registration Program**

- A. No Contractor or Subcontractor may be listed on a bid proposal for a contract with prevailing wages unless registered with the Department of Industrial Relations (DIR), pursuant to Labor Code Section 1725.5 with limited exceptions from this requirement for bid purposes only under Labor Code Section 1771.1(a).
- B. No Contractor or Subcontractor may be awarded an agreement with prevailing wages unless registered with DIR pursuant to Labor Code Section 1725.5.

- C. Caltrans will verify each of the registration numbers provided by the bidder prior to Agreement award. Bidders that do not possess the required DIR registration will be deemed non-responsive and rejected from further consideration in the solicitation process.
- D. If Contractor lists Subcontractor who is believed to be performing work that is not subject to the registration requirements, written confirmation from DIR should be obtained and submitted to Caltrans.

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

Caltrans, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Statute 252, 42 USC Sections 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any Agreement entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

**10. Insurance**

- A. The bidder who receives the Agreement award, will be requested to provide a Certificate of Insurance providing proof of insurance to the Division of Procurement and Contracts within 10 working days after the date of notification of award. The State's Office of Risk and Insurance Management will review insurance certificates and/or proof of self-insurance documentation before execution of the Agreement. Refer to the **Proposed Form of Agreement, Exhibit E**, for the applicable and specific Insurance requirements and coverage limits.
- B. The insurance carrier shall provide an endorsement for the additional insured statement as follows:

**Caltrans, State of California, its officers, agents, and employees shall be included as additional insured, but only with respect to work performed for the State of California under this Agreement.**

- C. The additional insured endorsement must accompany the certificate of insurance.
- D. Satisfying a Self-Insured Retention (SIR)

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

- E. Available Coverages/Limits

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

**11. California Civil Rights Laws**

Any person that submits a bid or proposal to, or otherwise proposes to enter into or renew an Agreement with, a State agency with respect to any Agreement in the amount of one hundred thousand dollars (\$100,000) or more shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the Agreement is renewed, that they satisfy all of the conditions set forth in California Public Contract Code Section 2010 and they shall execute the California Civil Rights Laws Certification (DOT ADM-0076), provided as a link in **Attachment 2, Required Documents**, completed, signed, and returned with its bid or proposal.

## 12. Darfur Contracting Act

- A. The Darfur Contracting Act, Public Contract Code Section 10475-10481, applies to any company that currently or within the previous three (3) years has had business activities or other operations outside of the United States. The Act was passed by the California Legislature and signed into law by the Governor to preclude State agencies generally from contracting with “scrutinized” companies that do business in the African nation of Sudan (of which the Darfur region is a part), for the reasons described in Public Contract Code Section 10475. All bidders shall complete the Darfur Contracting Act Certification (DOT ADM-0077), provided as a link in **Attachment 2, Required Documents**, and submit with the proposal.
- B. If your company has not, within the previous three (3) years, had any business activities or other operations outside of the United States, complete **Option 1** on Darfur Contracting Act Certification.
- C. A scrutinized company is a company doing business in Sudan as defined in Public Contract Code Section 10476. Scrutinized companies are ineligible to, and cannot bid on, or submit a bid or proposal for an Agreement with a State agency for goods or services. (Pub. Cont. Code Section 10477(a)).
- D. Therefore, Public Contract Code Section 10478(a) requires a company that currently has (or within the previous three (3) years has had business activities or other operations outside of the United States to certify that it is not a “scrutinized” company when it submits a bid or proposal to a State agency.
- E. A scrutinized company may still, however, submit a bid or proposal for an Agreement with a State agency for goods or services if the company first obtains permission from the Department of General Services according to the criteria set forth in Public Contract Code Section 10477(b).

## 13. Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order [N-6-22](#) (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law unless the contract has been Federalized (i.e. there is federal participation in any phase). By submitting a bid or proposal, Contractor represents that it is not a target of Economic Sanctions. Should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of the Contractor’s bid/proposal any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination by the State.

## 14. Executive Order N-12-23 – Generative Artificial Intelligence (GenAI) Technology Use and Reporting

- A. The State of California seeks to realize the potential benefits of GenAI, through the development and deployment of GenAI tools, while balancing the risks of these new technologies. Bidder / Offeror must notify the State in writing if it:
  - 1) Intends to provide GenAI as a deliverable to the State; or
  - 2) Intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts:
    - a. Functionality of a State system,
    - b. Risk to the State, or
    - c. Contract performance.

Note: For avoidance of doubt, the term “materially impacts” shall have the meaning set forth in

State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.

- B. Failure to report GenAI to the State may result in disqualification. The State reserves the right to seek any and all relief to which it may be entitled to as a result of such non-disclosure.
- C. Upon notification by a Bidder / Offeror of GenAI as required, the State reserves the right to incorporate GenAI Special Provisions into the final contract or reject bids/offers that present an unacceptable level of risk to the State.
- D. Government Code 11549.64 defines “Generative Artificial Intelligence (GenAI)” as an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system’s training data.

**15. Bid Submittal**

- A. All bids must be mailed or hand-delivered by Caltrans Division of Procurement and Contracts, Bid Unit, by dates and times shown in **Section C, Bid Requirements and Information**.
- 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. 08A3964**  
**Bid Due Date: August 4, 2026**  
Bid Due Time: 2:00 p.m.  
**Bid Opening Date: August 4, 2026**  
Bid Opening: 2:30 p.m.  
**Attention: Michael Dean**

California Department of Transportation (Caltrans)  
Division of Procurement and Contracts  
ATTN: Bid Unit  
1727 30th Street, 4<sup>th</sup> Floor, MS 65  
Sacramento, CA 95816-7006

**BID SUBMITTAL DO NOT OPEN**

- C. **Late bids will not be considered.**
- D. **Bids received in electronic format will not be accepted.**
- E. All bids shall include the documents identified on the IFB’s **Required Documents, Attachment 2, located at the end of the solicitation**. Bids not including the required documents may be deemed non-responsive. A non-responsive bid is one that does not meet the basic bid requirements.
- F. Only an individual who is legally authorized to bind the proposing firm contractually shall sign all documents requiring a signature, and each document must bear a signature.
- G. 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 (1) of the labels provided and attach it to the proposal package. When the bid package is too large for the locked bid

cabinet, ask the security guard to call the Division of Procurement and Contracts reception desk at (916) 227-6000 to have your bid package picked up.

- H. Bid opening will be held via teleconference on the date and time specified in **Section C, Bid Requirements and Information**. Bidders may participate via teleconference by calling **1-866-700-7952** and entering the pass code **7089821#**. Calls will be accepted beginning at 2:20 p.m. until the conclusion of the bid opening. Bids will be read in Agreement numeric order; questions will not be allowed; and information will not be repeated. Initial bid opening results will be posted online on the Division of Procurement and Contracts website at <https://dot.ca.gov/programs/procurement-and-contracts/bid-results> by 3:00 p.m. on the day following the bid opening. The Agreement will be awarded to the lowest responsible bidder meeting the requirements outlined in the IFB after verification and applicable incentives are applied.
- I. 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.
- J. 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.
- K. Costs for developing bids and in anticipation of award of an agreement is entirely the responsibility of the bidder and shall not be charged to the State.
- L. Only an individual who is authorized to bind the bidding firm contractually shall sign the Bid/Bidder Certification Sheet. The signature must also indicate the title or position that the individual holds in the firm. A bid with an unsigned Bid/Bidder Certification Sheet may be rejected.
- M. 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.
- N. A bidder may withdraw a bid by, prior to bid opening, submitting a written withdrawal request to Caltrans, at [DPAC.BidUnit@dot.ca.gov](mailto:DPAC.BidUnit@dot.ca.gov), signed by the bidder or an agent authorized to contractually bind the bidding firm. A bidder may thereafter submit a new bid prior to the bid submittal deadline. Bids may not be withdrawn without cause subsequent to bid submittal deadline. Please contact the Caltrans analyst located in this IFB with any questions.
- O. 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.
- P. Caltrans reserves the right to reject all bids for reasonable cause.
- Q. Bidders are cautioned not to rely on Caltrans during its evaluation process to discover and report to the bidder any defects and/or errors in the submitted documents. Before submitting their documents, bidders should carefully proof them for errors and full adherence to the IFB requirements.
- R. Where applicable, the bidder should carefully examine work sites and specifications. Bidder shall investigate conditions, character, and quality of surface or subsurface materials or obstacles that might be encountered. No additions or increases to the Agreement amount will be made due to a lack of careful examination of work sites and specifications.

- S. Caltrans does not accept alternate agreement language from a bidder. A bid with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions (GTC) are not negotiable. Also, the winning bidder(s) must complete, sign, and submit all pages of the Contractor Certification Clauses (CCC 04/2017) as part of the Agreement award process. Both the GTC 02/2025 and CCC 04/2017 may be viewed at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>.

## **16. Evaluation and Selection**

- A. At the time of bid opening, each bid proposal's total and any small business and/or micro business information (if applicable) will be read aloud. Bids are considered preliminary pending review and verification of applicable bid requirements such as: small business preference, incentives, DVBE, licensing, bonding, qualifications, or other requirements as stated in the IFB. Agreements will be awarded to the lowest responsive and responsible bidder.
- B. Caltrans will check the bid submittal package to verify it received all required documents. Positive verification of required documents will be performed to determine its responsiveness to the State's needs.
- C. Bids that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the bidder, shall be rejected.
- D. The Agreement, if awarded, shall be awarded to the responsible bidder who submits the lowest bid and meets all the specifications. A bid meets the specifications if it complies with all the requirements in this solicitation. In the event of a tie bid, Caltrans will draw lots to determine the successful bidder. Only one (1) bid may be submitted by an entity: individual, firm, partnership, corporation, joint venture, or combination thereof. Receipt of more than one (1) bid from an entity will result in all bids from that entity being rejected and returned to the bidder.

## **17. Award**

- A. Preliminary bid results may be viewed on the internet after 3:00 p.m. on the first (1<sup>st</sup>) business day following the bid due date at <https://dot.ca.gov/programs/procurement-and-contracts/bid-results>.
- B. Whenever an Agreement is awarded under a procedure that provides for competitive bidding, but the Agreement is not to be awarded to the low bidder, the low bidder shall be given notice five (5) working days prior to the award of the Agreement by email.
- C. Upon written request by any bidder, the Notice of the Intent to Award shall be posted in a public place in the office of the awarding agency, as well as online at <https://dot.ca.gov/programs/procurement-and-contracts/notices-of-intent-to-award>, for at least five (5) working days prior to awarding the Agreement. This information can also be obtained by contacting the Contract Analyst directly.
- D. Upon award of the Agreement, Contractor shall complete and submit to Caltrans, the Payee Data Record (STD 204), to determine if Contractor is subject to State income tax withholding pursuant to California Revenue and Taxation Code Section 18662 et seq. This form can be found on the Internet at <https://www.dgs.ca.gov/PD> under the heading Forms. No payment shall be made unless a completed STD 204 has been returned to Caltrans.

## **18. Protest**

Bidders have the right to protest the award of Caltrans Agreements subject to the following processes and procedures.

- A. Filing a Protest: The initial protest must be submitted to DGS, Office of Legal Services, and Caltrans, Protest Unit, prior to the award of the Agreement. When a protest has been submitted,

the Agreement shall not be awarded until either the protest has been withdrawn or DGS has decided the matter. The written protest must be sent, either via e-mail or regular mail, to the addresses below:

|                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                          |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>California Department of Transportation<br/>(Caltrans)</b><br><b>Division of Procurement and Contracts</b><br>Attention: Bid, Protest, and Dispute Branch Chief<br>1727 30 <sup>th</sup> Street, MS 65<br>Sacramento, CA 95816<br><b>Phone Number:</b> (916) 639-6322<br><b>Email:</b><br><a href="mailto:DPAC.Protest.Disputes.Terminations@dot.ca.gov">DPAC.Protest.Disputes.Terminations@dot.ca.gov</a> | <b>Department of General Services<br/>Office of Legal Services</b><br>Attention: Bid Protest Coordinator<br>707 Third Street, 7 <sup>th</sup> Floor, Suite 7-330<br>West Sacramento, CA 95605<br><b>Phone Number:</b> (916) 376-5080<br><b>Email:</b> <a href="mailto:OLSProtests@dgs.ca.gov">OLSProtests@dgs.ca.gov</a> |
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- B. Within five (5) days after filing the initial protest, the protesting bidder shall file with DGS and Caltrans, Protest Unit a full and complete written statement specifying the grounds for the protest. The full written protest statement must be sent to the same addresses above.

**Note:** E-mail is the preferred method of protest delivery. If a bidder uses regular mail, It is suggested that you submit any protest by certified or registered mail.

## 19. Standard Conditions of Service

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

damages resulting to Caltrans therefrom or 10 percent (10%) of the amount bid, whichever is less.

- E. Loss Leader usage is prohibited in this solicitation: It is unlawful for any person engaged in business within this State to sell or use any article or product as a "loss leader" as defined in California Business and Professions Code Section 17030. "Loss Leader" means any article or product sold at less than cost: a) where the purpose is to induce, promote or encourage the purchase of other merchandise; or b) where the effect is a tendency or capacity to mislead or deceive purchasers of prospective purchasers; or c) where the effect is to divert trade from or otherwise injure competitors.
- F. No oral understanding or agreement shall be binding on either party.

## D) Special Programs

The following Special Programs are applicable to this IFB.

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

- A. Government Code Section 14835 et seq. requires that a five percent (5%) preference be given to contractors who qualify as a Certified SB or MB. References to a small business (SB) shall also include micro-business (MB). The rules and regulations of this law, including the definition of a SB for the delivery of services, are contained in Title 2, California Code of Regulations, Section 1896 (2 CCR Section 1896) et seq.
- B. To claim the SB or MB preference, Contractor must have its principal place of business located in California, satisfy all of the SB or MB requirements, and be certified by the California Department of General Services (DGS), Office of Small Business and Disabled Veteran Business (DVBE) Services (OSDS). The preference amount may not exceed fifty thousand dollars (\$50,000) for any bid. If prospective contractor is claiming the five percent (5%) certified SB or MB preference, complete Section 16 of the **Bid/Bidder Certification Sheet**. Additionally, Contractor may satisfy the non-SB requirements described below.
- C. Certified SB and MB bidder(s) shall have precedence over NSB bidders in the application of SB preference(s).
- D. SB preferences may not be applied to any bid deemed non-responsive with the solicitation instructions or from a non-responsible bidder.
- E. Questions regarding the certification approval process or SB program should be directed to OSDS at (800) 559-5529 or (916) 375-4940, or by email: [osdshelp@dgs.ca.gov](mailto:osdshelp@dgs.ca.gov).
- F. SB or MB bidders or bidders using the "Non-Small Business" preference shall be granted a preference consisting of five percent (5%) of the lowest responsible bidder's total bid if the lowest bid is from a non-certified SB or MB.
- G. Additional references are at <https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Apply-for-or-Re-apply-as-Small-Business-Disabled-Veteran-Business-Enterprise>.

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

- A. DVBE Participation Program with **No** Participation Requirements:  
DVBE participation is not required, but DVBE participation is encouraged, and a DVBE incentive will apply to this IFB as described below. Please review the DVBE Program Requirements: <https://www.dgs.ca.gov/-/media/Divisions/PD/OSDS/Certification/DVBE/DVBEProgramRequirements.pdf?la=en&hash=FBCA257A3ED083F3DBB85ECEEB37013CBCF0545C>

B. DVBE Incentive Program

- 1) The DVBE Incentive Program applies to this solicitation. It is separate from the DVBE Participation Program and was established in Military and Veterans Code Sections 999 et seq., and Title 2, California Code of Regulations, Section 1896.99 (2 CCR Section 1896.99) et seq. A dollar cap of \$100,000 is set for all combined incentives and preferences. The incentive is used only for evaluation purposes to arrive at the successful bidder and does not alter the amounts of the actual bid. Any responsive and responsible bidder with the confirmed DVBE participation per the Table in paragraph 3) below is eligible to receive the incentive. Bidders who are not responsive and responsible are not eligible to receive the incentive.
- 2) Caltrans will apply an incentive to bids from DGS-certified DVBE firms. The bidders who claim to be DGS-certified DVBE firms will be verified by Caltrans prior to award of the Agreement. The incentive amount is equal to the percentage of the lowest responsive and responsible bid being evaluated per the Table below.
- 3) Participation Table

| Verified DVBE Participation | DVBE Incentive Amount |
|-----------------------------|-----------------------|
| 100%                        | 5%                    |

- 4) When applying the DVBE Incentive, an NSB shall not displace or otherwise supersede an award to a DGS Certified Small Business.
- 5) Please review the DVBE Program Requirements: <https://www.dgs.ca.gov/-/media/Divisions/PD/OSDS/Certification/DVBE/DVBEProgramRequirements.pdf?la=en&hash=FBCA257A3ED083F3DBB85ECEEB37013CBCF0545C>.
- 6) Additional information: <https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Certify-or-Re-apply-as-Small-Business-Disabled-Veteran-Business-Enterprise>.

**BID PROPOSAL**

ADM-1412 (REV. 9/2025)

**Attachment 1****Contractor's Name (Please Print):**

| Item Number | Estimated Quantity | Unit of Measure | Item                                                                                                                                                                                                                                                                                                                                                                                                             | Unit Price<br>(Price Per Unit of Measure) | Total<br>(Estimated Quantity X Unit Price) |
|-------------|--------------------|-----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|--------------------------------------------|
| 1           | 156                | Per Bin         | All labor, tools, vehicles, materials, parts, equipment, incidentals, hauling, transportation, and associated costs, fees, and taxes necessary to provide 10 CY roll off bins (with receptable locking lids) for the collection hauling and disposal of the items in the bins on a <b>bi-weekly</b> basis at I-15 Southbound at Cleghorn Road off-ramp as described in <b>Exhibit A, Scope of Work.</b>          | \$                                        | \$                                         |
| 2           | 156                | Per Bin         | All labor, tools, vehicles, materials, parts, equipment, incidentals, hauling, transportation, and associated costs, fees, and taxes necessary to provide 10 CY roll off bins (with receptable locking lids) for the collection hauling and disposal of the items in the bins on a <b>bi-weekly</b> basis at I-15 Southbound at Wild Wash off-ramp as described as described in <b>Exhibit A, Scope of Work.</b> | \$                                        | \$                                         |
| 3           | 156                | Per Bin         | All labor, tools, vehicles, materials, parts, equipment, incidentals, hauling, transportation, and associated costs, fees, and taxes necessary to provide 10 CY roll off bins (with receptable locking lids) for the collection hauling and disposal of the items in the bins on a <b>bi-weekly</b> basis at I-15 Northbound Stockpile location at Fort Irwin as described in <b>Exhibit A, Scope of Work.</b>   | \$                                        | \$                                         |
| 4           | 156                | Per Bin         | All labor, tools, vehicles, materials, parts, equipment, incidentals, hauling, transportation, and associated costs, fees, and taxes necessary to provide 10 CY roll off bins (with receptable locking lids) for the collection hauling and disposal of the items in the bins on a <b>bi-weekly</b> basis at Barstow Maintenance Station (MS) as described in <b>Exhibit A, Scope of Work.</b>                   | \$                                        | \$                                         |

**BID PROPOSAL**

ADM-1412 (REV. 9/2025)

**Attachment 1**

|   |    |         |                                                                                                                                                                                                                                                                                                                                                                                                                                               |    |    |
|---|----|---------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|----|
| 5 | 50 | Per Bin | All labor, tools, vehicles, materials, parts, equipment, incidentals, hauling, transportation, and associated costs, fees, and taxes necessary to provide <b>additional pickup</b> for 10 CY roll off bins (with receptable locking lids) for the collection hauling and disposal of the items in the bins at one (1) of the four (4) locations listed in <b>Bid Item Numbers 1-4</b> above as described in <b>Exhibit A, Scope of Work</b> . | \$ | \$ |
| 6 | 50 | Per Bin | All labor, tools, vehicles, materials, parts, equipment, incidentals, hauling, transportation, and associated costs, fees, and taxes necessary to provide 10 CY roll off bins (with receptable locking lids) for the collection hauling and disposal of the items in the bins on an <b>on-call</b> basis at the Desert Oasis Safety Roadside Rest Area (SRRA) as described in <b>Exhibit A, Scope of Work, Section 7 A and B</b> .            | \$ | \$ |
| 7 | 50 | Per Bin | All labor, tools, vehicles, materials, parts, equipment, incidentals, hauling, transportation, and associated costs, fees, and taxes necessary to provide 10 CY roll off bins (with receptable locking lids) for the collection hauling and disposal of the items in the bins on an <b>on-call</b> basis at the CV Kane SRRA as described in <b>Exhibit A, Scope of Work</b> .                                                                | \$ | \$ |
| 8 | 50 | Per Bin | All labor, tools, vehicles, materials, parts, equipment, incidentals, hauling, transportation, and associated costs, fees, and taxes necessary to provide 10 CY roll off bins (with receptable locking lids) for the collection hauling and disposal of the items in the bins on an <b>on-call</b> basis at the Essex MS as described in <b>Exhibit A, Scope of Work</b> .                                                                    | \$ | \$ |
| 9 | 50 | Per Bin | All labor, tools, vehicles, materials, parts, equipment, incidentals, hauling, transportation, and associated costs, fees, and taxes necessary to provide 10 CY roll off bins (with receptable locking lids) for the collection hauling and disposal of the items in the bins on an <b>on-call</b> basis at the Needles MS as described in <b>Exhibit A, Scope of Work</b> .                                                                  | \$ | \$ |

**BID PROPOSAL**

ADM-1412 (REV. 9/2025)

**Attachment 1**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |    |         |                                                                                                                                                                                                                                                                                                                                                                                                                  |                            |    |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----|---------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|----|
| 10                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 50 | Per Bin | All labor, tools, vehicles, materials, parts, equipment, incidentals, hauling, transportation, and associated costs, fees, and taxes necessary to provide 10 CY roll off bins (with receptable locking lids) for the collection hauling and disposal of the items in the bins on an <b>on-call</b> basis at the Mountain Pass MS as described in <b>Exhibit A, Scope of Work.</b>                                | \$                         | \$ |
| 11                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | 25 | Per Bin | All labor, tools, vehicles, materials, parts, equipment, incidentals, hauling, transportation, and associated costs, fees, and taxes necessary to provide 10 CY roll off bins (with receptable locking lids) for the collection hauling and disposal of the items in the bins on an <b>on-call</b> basis at the I-15 Northbound Stockpile at Halloran Summit Rd as described in <b>Exhibit A, Scope of Work.</b> | \$                         | \$ |
| 1) The above quantities are estimates only and are given as a basis for comparison of bids. No guarantee is made or implied as to the exact quantity that will be needed.<br>2) In case of discrepancy between the unit price and the total set forth for a unit basis item, the unit price shall prevail.<br>3) Do not alter, modify, or change this bid proposal sheet. Any alterations, modifications, or changes to this bid proposal sheet will be grounds to reject the bid.<br>4) Each line item must be bid. Do not leave any unit price column blank or this bid proposal sheet will be deemed non-responsive. |    |         |                                                                                                                                                                                                                                                                                                                                                                                                                  | <b>Total This Proposal</b> | \$ |

**Attachment 2  
Required Documents**

**The following documents should be submitted, or your bid may be considered non-responsive.**

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

- ☐ Attachment 1 - Bid Proposal (ADM-1412)
- ☐ Bid/Bidder Certification Sheet (DOT ADM-1416) [Bid/Bidder Certification Sheet](#)
- ☐ Copy of current and valid Motor Carrier Permit issued from the California Department of Motor Vehicles (DMV)
- ☐ California Civil Rights Laws Certification (DOT ADM-0076) [California Civil Rights Laws Certification](#)
- ☐ Darfur Contracting Act Certification (DOT ADM-0077) [Darfur Contracting Act Certification](#)
- ☐ A valid and current registration with the Department of Industrial Relations (DIR).

**The following documents will be requested of the WINNING BIDDER at time of contract award; they are NOT required at time of bid submittal:**

- ☐ Contractor Certification Clauses (CCC 04/2017) [Contractor Certification Clauses](#)
- ☐ Insurance (Requirements outlined in Proposed Form of Agreement, Exhibit E, Items 1 & 2)
- ☐ Payee Data Record (STD 204) [Payee Data Record](#)

**Attachment 3**  
**Proposed Form of Agreement**

**Note to Bidders:** The following pages represent a sample of the Agreement that will be awarded, if any, from this **IFB**. Please review it carefully and present any questions in writing to the contact identified for this **IFB**. Do not return this Attachment with your bid.

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

08A3964

PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

California Department of Transportation (Caltrans)

CONTRACTOR NAME

TBD

2. The term of this Agreement is:

START DATE

September 15, 2026 or upon DGS approval, whichever is later

THROUGH END DATE

September 14, 2029

3. The maximum amount of this Agreement is:

\$TBD

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

| Exhibits            | Title                                       | Pages  |
|---------------------|---------------------------------------------|--------|
| Exhibit A           | Scope of Work                               | 7      |
| Exhibit B           | Budget Detail and Payment Provisions        | 7      |
| Exhibit C*          | General Terms and Conditions (GTC 02/2025)  | ONLINE |
| +<br>- Exhibit D    | Special Terms and Conditions                | 5      |
| +<br>- Exhibit E    | Additional Provisions                       | 3      |
| +<br>- Attachment 1 | Bid Proposal, ADM1412 (attached upon award) | 2      |

Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

**CONTRACTOR**

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

TBD

CONTRACTOR BUSINESS ADDRESS

CITY

STATE

ZIP

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

08A3964

PURCHASING AUTHORITY NUMBER (If Applicable)

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

California Department of Transportation (Caltrans)

CONTRACTING AGENCY ADDRESS

1727 30th Street, MS 65

CITY

Sacramento

STATE

CA

ZIP

95816

PRINTED NAME OF PERSON SIGNING

Jeniece Hampton

TITLE

Contract Officer

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

**Exhibit A**  
**Commercial Services–State**

**Scope of Work**

1. The purpose of this Agreement is to set forth the terms and conditions under which Contractor is to provide roll off bins (with receptable locking lids) for the collection, hauling, and disposal of the items in the bins (including sweeper tailings, debris, sediment, sand, leaves, trash, and other materials) on a scheduled and on-call basis at different locations in San Bernardino County.  
  
Contractor agrees to also provide all services and equipment (including labor, tools, vehicles, materials, parts, equipment, incidentals, hauling, transportation, and the associated costs, fees and taxes) for disposal of the items deposited by Caltrans into the bins.
2. Subcontracting is not permitted under this Agreement. All references to subcontracting or subcontractors as found herein are not applicable to this Agreement.
3. The services shall be performed within Caltrans Right of Way at nine (9) different locations in San Bernardino County listed in **Section 7. A** below.
4. Any reference to Caltrans Contract Manager shall also include their designee.
5. This Agreement will commence on **September 15, 2026 (estimate)**, or upon approval by the Department of General Services (DGS), whichever is later, and no work shall begin before that time. This Agreement is of no effect unless approved by DGS. Contractor shall not receive payment for work performed prior to approval of the Agreement and before receipt of notice to proceed by Caltrans Contract Manager. This Agreement will expire on **September 14, 2029 (estimate)**. The services shall be provided during normal working hours of 6:30 a.m. to 2:30 p.m., Monday through Friday, except State holidays. On occasion, Contractor may be required to provide on-call services outside of normal business hours, including weekends and holidays, as determined at the sole discretion of Caltrans Contract Manager. The parties may amend this Agreement as permitted by law.
6. All inquiries during the term of this Agreement will be directed to the project representatives listed below. Contractor shall provide advance written notice and receive advance written approval by Caltrans Contract Manager, without the necessity of an amendment, before changing the Project Manager noted below.

|                                                               |                        |
|---------------------------------------------------------------|------------------------|
| <b>California Department of Transportation<br/>(Caltrans)</b> | <b>Contractor: TBD</b> |
| Section/Unit: District 08/Maintenance                         | Project Manager:       |
| Caltrans Contract Manager: TBD                                |                        |
| Address:                                                      | Address:               |
| Business Phone Number:                                        | Business Phone Number: |
| Email:                                                        | Email:                 |

**7. Detailed Description of Work**

- A. Contractor shall furnish and service two (2) ten (10) cubic yard (CY) bins on a continual basis at the following locations, and pickups and exchanges shall be provided on a bi-weekly (every-other-week) basis and also on an on-call basis, at the following locations:

**Exhibit A**  
**Commercial Services--State**

- 1) Interstate 15 (I-15) Southbound at Cleghorn Road off-ramp, Post Mile (PM) 18.47
  - 2) I-15 Southbound at Wild Wash off-ramp, PM 56.2
  - 3) I-15 Northbound Stockpile location, Fort Irwin, PM 79.2
  - 4) Barstow Maintenance Station (MS), 1800 Dill Road, Barstow CA 92311
- B. Based on traffic volume and debris, Contractor may be contacted for an additional pick-up at any of the four (4) locations mentioned in **Section 7.A.** above. The bid rate for an additional pick-up shall be separately set forth in **Attachment 1, Bid Proposal, Item 5.**
- C. Contractor shall furnish and service Two (2) ten (10) cubic yard (CY) bins on a continual basis at the following locations, and pickups and exchanges shall be provided solely on an on-call basis, at the following locations:
- 1) Desert Oasis Safety Roadside Rest Area (SRRA), State Route 40 (SR-40), PM 28.4
  - 2) CV Kane SRRA, I-15 Southbound, PM 107.5
  - 3) Essex MS, Old U.S Highway 66, Box 4, 11165 National Trails Highway, Essex, CA 92332
  - 4) Needles MS, 800 San Clemente, Needles, CA 92363
  - 5) Mountain Pass MS, Baily Road Overcrossing, 94200 Clarke Mountain Road, Nipton, CA 92364
  - 6) I-15 Northbound Stockpile at Halloran Summit Road, PM 155.5
- D. All containers shall be placed at a location that is approved in writing by Caltrans Contract Manager.
- E. All containers shall have rainproof or retractable covers that operate smoothly and with ease, so containers remain covered in accordance with National Pollutant Discharge Elimination System (NPDES) storm water requirements. Failure to provide rainproof or retractable covers will be cause for termination of this Agreement. All bins shall be in good condition without graffiti and without any holes.
- F. Bin pick-ups and exchanges will occur on weekdays between 6:30 a.m. to 2:30 p.m. No bin shall be removed and exchanged on designated State legal holidays. In the event that a State legal holiday falls on a pick-up date, Contractor shall remove the bin on the following business day. When a designated State holiday falls on a Sunday, the following Monday shall be designated a legal holiday. State observed holidays are as follows:
- |                          |                        |
|--------------------------|------------------------|
| January 1                | New Year's Day         |
| Third Monday in January  | Martin Luther King Day |
| Third Monday in February | Presidents' Day        |
| March 31                 | Cesar Chavez Day       |
| Last Monday in May       | Memorial Day           |

**Exhibit A**  
**Commercial Services--State**

|                             |                        |
|-----------------------------|------------------------|
| July 4                      | Independence Day       |
| First Monday in September   | Labor Day              |
| November 11                 | Veterans Day           |
| Fourth Thursday in November | Thanksgiving Day       |
| Fourth Friday in November   | Day after Thanksgiving |
| December 25                 | Christmas Day          |

- G. After execution of this Agreement, the Caltrans Contract Manager will call Contractor to arrange a mutually agreeable bin services pick-up dates. Contractor shall begin work upon written notification by Caltrans Contract Manager. Failure to begin work or to prosecute the work diligently shall be grounds for termination of this Agreement as noted in **Exhibit D, Termination**.
- H. Contractor shall remove and replace or empty the bins agreed on by Contractor and Caltrans Contract Manager.
- I. Contractor will not be paid for any "dry runs" or unscheduled trips.
- J. All travel costs shall be included as a part of Contractor's **Bid Proposal, Attachment 1**, and no additional compensation shall be paid for travel time.
- K. All fee and tax costs shall be included as a part of Contractor's **Bid Proposal, Attachment 1**, and no additional compensation shall be paid for fees or taxes.
- L. Caltrans Contract Manager must sign and date all pick-up tickets. If Caltrans employees are not available to sign the pick-up ticket within 24 hours, Contractor shall email the pick-up ticket to Caltrans Contract Manager. All pick-up tickets are to be included with the disposal receipts and all invoices for verification of pick-ups.
- M. Contractor shall conduct operations in such a manner as to avoid damage to Caltrans property or to adjacent property. If any such property is damaged by reason of Contractor's operation, it shall be replaced or restored at Contractor's expense and to the satisfaction of Caltrans Contract Manager.
- N. Contractor shall take all necessary precautions to prevent injury or hazard to Caltrans employees or visitors and shall avoid causing unreasonable inconvenience to any person(s) doing business on Caltrans property.
- O. Contractor shall be solely responsible for any injuries, losses, and damages caused by Contractor, its employees, or its agents.
- P. Caltrans and its employees are not responsible for any injury, loss, or damage that may occur to Contractor, its employees, vehicles, equipment, tools, or materials.
- Q. Contractor shall pick up any waste and debris (including sweeper tailings) that are in the bin area as a part of the services provided under this Agreement, and the bin area shall be left in a

**Exhibit A**  
**Commercial Services--State**

clean and orderly condition. If a site is not left in a clean and orderly condition, Contractor shall be called back to correct the condition at no extra charge to Caltrans. Contractor shall respond within a 24-hour period following the request to correct any unacceptable condition, unless instructed otherwise by Caltrans Contract Manager.

- R. Contractor's vehicles shall be in good operating condition and free of leaking fluids. Vehicles not meeting these requirements will not be allowed to haul away sweeper tailings until the requirements are met. Any spills or leaks shall be cleaned up by Contractor at no additional charge.
- S. At all times for the duration of this Agreement, Contractor and its employees shall maintain all current permits/licenses from local enforcement agencies (such as city and county entities) required for the services described in this Agreement.
- T. Contractor shall abide by all applicable laws regarding bin pickup and removal, hauling, and disposal services.
- U. A filled bin leaving any Caltrans facility or site shall be properly and lawfully covered and tarped.
- V. Once Contractor takes possession of the materials, Contractor shall take ownership of the materials and shall dispose of the materials in a lawful manner.
- W. Transportation of sweeper tailings materials shall be in compliance with all laws and regulations of the State of California. Neither the State nor Caltrans will be responsible for any mishandling and/or any unlawful acts that Contractor or its workers might perform or violate in the performance of this Agreement. Sweeper tailings shall be disposed of in a legal manner.
- X. Contractor shall utilize disposal sites that are licensed and legally authorized to accept the contents of the bins.
- Y. Contractor shall provide written receipts from the disposal site to ensure Contractor followed the proper disposal process for each bin and legally dispose of the contents of same. Disposal receipts shall include the following:
  - a) Agreement number **08A3964**
  - b) Date(s) of service
  - c) Weight of bin contents and sweeper tailings (tonnage)
  - d) Name of disposal site
  - e) Signature of disposal site employee

**5. General Contractor Responsibilities**

- A. Contractor shall ensure that only qualified and competent employee(s) are permitted on the job site and that the work shall be safely performed by the highest industry standards. Contractor shall take all the necessary precautions to prevent injury or hazard to Caltrans employee(s), invitee(s), and/or the general public.
- B. Contractor shall avoid causing unreasonable inconvenience to any person(s) doing business on Caltrans property. In the event Contractor's operation creates a condition hazardous to Caltrans

**Exhibit A**  
**Commercial Services--State**

property, its occupants, or the general public, Contractor shall provide warning signs alerting to any dangerous conditions at Contractor's own expense and without cost to Caltrans.

- C. Personal property, items that have apparent value and are not fouled with human waste, and any hazardous materials encountered by Contractor on Caltrans property shall be collected by Contractor and turned over to Caltrans.
- D. Prior to the commencement of waste disposal, Contractor must adhere to the provisions highlighted in Senate Bill 1383 (Lara) of 2016 Title 14, CCR, General Provisions section 18981.2, Public Resources Code sections 42652 et. seq.

**6. Contractor Project Manager Responsibilities**

- A. Contractor Project Manager shall coordinate work-related matters and Contractor's operations under this Agreement.
- B. In addition to other responsibilities described in this Agreement, Contractor Project Manager shall be responsible for all matters related to Contractor's personnel, including, but not limited to, the following:
  - 1) Ensure deliverables meet the criteria established by the Agreement.
  - 2) Supervise, review, monitor, train, and direct Contractor's personnel.
  - 3) Include Caltrans Contract Manager in written communications to other Caltrans personnel for any clarification on the scope of work.
  - 4) Assign qualified personnel to complete the required work, as specified, on an "on-call" basis in coordination with Caltrans Contract Manager.
  - 5) Administer personnel actions for Contractor personnel.
  - 6) Implement and maintain quality control procedures to ensure product and service accuracy.
  - 7) Ensure all applicable safety measures are in place.
  - 8) Provide invoices in a timely manner.
  - 9) Review invoices for accuracy and completion before billing to Caltrans.
  - 10) Ensure the deliverables and the deliverables' requirements set forth in the Agreement are satisfied.
  - 11) Ensure compliance with the provisions in this Agreement and all specific work requirements.

**7. Discovery of Asbestos, Lead-based Paint, or Other Hazardous Substances/Material**

- A. If Contractor discovers or suspects asbestos, lead-based paint, or other known hazardous substances/materials in the area affected by the Agreement, Contractor must **stop work immediately**. Contractor shall verbally notify Caltrans Contract Manager of these findings immediately and confirm verbal notification in writing within 24 hours of the discovery. Contractor is not responsible for any work related to clean up or disposal of these substances unless Contractor proceeds contrary to the provisions of this Agreement.

**Exhibit A**  
**Commercial Services–State**

- B. Continuation of work shall not commence until Contractor has been authorized to do so in writing by Caltrans Contract Manager.
- C. Should it become necessary to terminate the service request, Contractor shall be compensated only for work in progress or actually completed to Caltrans Contract Manager's satisfaction. No payment shall be made for delay or lost profits anticipated for uncompleted work.
- D. Failure to notify Caltrans Contract Manager of the discovery of asbestos, lead-based paint, or other hazardous substances/materials may result in immediate termination of the Agreement for default per **Exhibit D, Termination**. Contractor shall be responsible for all damages arising from failure to disclose the discovery of any hazardous substances.

**8. Damages to State Property**

In the event that any Caltrans property is damaged as a result of the actions of Contractor, or its employees, Contractor shall repair, at its sole expense, the damage which has occurred as a direct result of Contractor, or its employees. Repair efforts shall be performed in a manner which ensures all warranties are maintained for any products that are damaged. Repair efforts shall include the full costs for all required labor and materials. If the repair must be completed by an outside entity, Caltrans Contract Manager shall approve of who shall be hired to complete the work.

**9. Code of Conduct**

Contractor and its employees shall be aware that they are working on Caltrans property, and be courteous and respectful at all times. Contractor and its employees shall refrain from using loud voices, inappropriate language, and shall conduct themselves in a professional manner at all times. If Contractor's employees display any behavior that Caltrans Contract Manager deems inappropriate or offensive, Caltrans Contract Manager shall have the right to remove that employee from doing further work on this Agreement.

**10. Final Clean Up**

- A. Contractor shall leave the work site in a neat and clean condition. Contractor shall clean and keep the area in an orderly, safe, and clean condition including, but not limited to, spills and smudges. If work site is not left in a clean and orderly condition, Contractor shall be called back to correct the condition at no extra charge to Caltrans. Contractor shall respond within a 24-hour period following the request to correct any unacceptable condition, unless instructed otherwise by Caltrans Contract Manager
- B. Contractor shall own and assume all responsibility for litter, waste, debris, and similar materials arising from or produced by the work performed under this Agreement. Contractor shall haul away and legally discard any materials or debris caused by its work actions from the job site.
- C. Contractor's bid shall include the cost to dispose of the discarded materials and Contractor shall be responsible for such disposal costs.

**11. Inspection and Acceptance for Payment**

It shall be the responsibility of Contractor to notify Caltrans Contract Manager that the work is complete and ready for inspection. Work is subject to inspection and acceptance by Caltrans Contract Manager. Caltrans Contract Manager shall have the ultimate responsibility and authority to determine whether Contractor's satisfied Contractor's duties and obligations under the Agreement, including specifically whether Contractor delivered all work product and deliverables and whether Contractor's work product and deliverables satisfied all of the applicable contract requirements.

**Exhibit A**  
**Commercial Services–State**

Approval of work constitutes approval for payment and not transference or termination of Contractor's responsibility to perform work in accordance with the terms of the Agreement, and any work that needs corrections shall be at Contractor's sole cost and expense in a timely manner. Regardless of any prior inspections and acceptances of work during the term of this Agreement, all work is subject to final inspection and approval by Caltrans Contract Manager. Failure to complete work, as required by this Agreement, shall be considered grounds for termination of this Agreement for default, per **Exhibit D, Termination**.

**Exhibit B**  
**Commercial Services--State**

**Budget Detail and Payment Provisions**

**1. Invoicing and Payment**

- A. For services satisfactorily rendered and approved by Caltrans Contract Manager, and upon receipt and approval of the invoices, Caltrans agrees to compensate Contractor in accordance with **Attachment 1, Bid Proposal** and this **Exhibit B**. Incomplete or disputed invoices shall be returned to Contractor, unpaid, for correction.
- B. Invoices shall be itemized in accordance with **Attachment 1, Bid Proposal** 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 **08A3964**
  - 2) Dates of Service
  - 3) Location of Service
  - 4) Original Signed Dump Receipts for Proof of Disposal
  - 5) Pick-up Ticket
  - 6) Bin Size
- D. Each invoice shall be submitted in triplicate to:

California Department of Transportation (Caltrans)  
District 08/Maintenance  
Attention: TBD  
Street Address/PO Box  
City, CA Zip Code
- E. Contractor shall submit a certified copy of all payroll records for verification by Caltrans Contract Manager with each invoice. Delinquent or inadequate certified payrolls or other required documents will result in the withholding of payment until such documents are submitted by Contractor.

**2. Budget Contingency Clause**

- A. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional or legislative appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to the State of California by the United States Government or the California State Legislature for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms, or funding of this Agreement in any manner.
- C. It is mutually agreed that if Congress or State Legislature does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

**Exhibit B**  
**Commercial Services–State**

- D. Pursuant to Government Code Section 927.13, no late payment penalty shall accrue during any time period for which there is no Budget Act in effect, nor on any payment or refund that is the result of a federally-mandated program or that is directly dependent upon the receipt of federal funds by a State agency.
- E. Caltrans has the option to terminate the Agreement under the 30-day termination clause or to amend the Agreement to reflect any reduction of funds.

**3. Prompt Payment Clause**

- A. Payment will be made in accordance with, and within the time specified in, Government Code, Chapter 4.5, commencing with Section 927.
- B. Any subcontract entered into as a result of this Agreement shall contain all the provisions of this clause.

**4. Cost Limitation**

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

**5. Excise Tax**

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

**6. Costs Included in Bid Rates**

- A. The cost of employer payments to or on behalf of employees, subsistence, travel, compensation insurance premiums, unemployment contributions, social security taxes, Agreement bond premiums, and any other taxes or assessments **including sales and use taxes** required by law or otherwise shall be included in the Agreement rates and no additional allowance will be made thereof, unless separate payment provision should specifically so provide.
- B. Contractors shall make travel and subsistence payments to each worker in compliance with Labor Code Sections 1773.1 and 1773.9. Travel and subsistence requirements are available on the Department of Industrial Relations website at <https://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>.

**7. Cost Principles**

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

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

**8. Payroll Records**

- A. Contractor and each Subcontractor shall comply with the following provisions. Contractor shall be responsible for compliance by their Subcontractors.

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

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

- f) Contractor shall inform Caltrans of the location of the records enumerated under **paragraph 1**, above, including the street address, city, and county, and shall, within five (5) working days, provide a notice of a change of location and address.
  - g) Contractor or Subcontractor shall have 10 days in which to comply subsequent to receipt of written notice requesting the records enumerated in **paragraph 1**, above. In the event Contractor or Subcontractor fails to comply within the 10-day period, it shall, as a penalty to Caltrans, forfeit one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by Caltrans from payments then due. Contractor is not subject to a penalty assessment pursuant to this section due to the failure of a Subcontractor to comply with this section.
- B. The penalties specified in **paragraph g** above, for noncompliance with the provisions of said Labor Code Section 1776, will be deducted from any monies due or which may become due to Contractor. Penalties assessed for failure to submit certified payrolls are forfeitures and not retentions that will be returned to Contractor.
  - C. Payrolls shall contain the full name, address, and social security number of each employee, the correct work classification (including apprentices, if applicable), rate of pay, daily and weekly number of hours worked, itemized deductions made, and actual wages paid. The payroll shall be accompanied by a "Statement of Compliance" signed by the employer or employer's agent indicating that the payrolls are correct and complete and that the wage rates contained therein are not less than those required by the Agreement. The "Statement of Compliance" shall be on forms furnished by Caltrans or on any form with identical wording. Any payroll that does not include the required "Statement of Compliance" will be deemed inadequate and unacceptable. Contractor shall be responsible for the submission of copies of payrolls of all Subcontractors.
  - D. Contractor and each Subcontractor shall preserve their payroll records for a period of three (3) years from the date of completion of the Agreement.
  - E. Contractor shall submit a certified copy of all payroll records for verification by Caltrans Contract Manager and/or designee with each invoice. When progress payments are called for, Contractor shall submit a certified copy of all payroll records for verification for the work completed to date with each invoice. Delinquent or inadequate certified payrolls or other required documents will result in the withholding of payment until such documents are submitted by Contractor.
  - F. Contractor shall pay any employee actually engaged in the moving and handling of goods being relocated under this Agreement no less than the prevailing wage rate.
  - G. Any subcontract entered into as a result of this Agreement shall contain all the provisions of this clause.

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**9. Penalty**

- A. Contractor and any Subcontractor under Contractor shall comply with Labor Code Sections 1774 and 1775. In accordance with said Labor Code Section 1775, Contractor shall forfeit, as a penalty to Caltrans, not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates for such work or craft in which such worker is employed for any public work done under the Agreement by them, or by any Subcontractor under them, in violation of the provisions of the Labor Code and, in particular, Labor Code Sections 1775 to 1780, inclusively.
- B. The amount of this forfeiture shall be determined by Labor Commissioner and shall be based on consideration of mistake, inadvertence, or neglect of Contractor or Subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of Contractor or Subcontractor in meeting its prevailing wage obligations, or a Contractor's willful failure to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if Contractor or Subcontractor had knowledge of the obligations under the Labor Code. Any Contractor that executes and receives a copy of this Agreement is deemed to have knowledge of its obligations regarding the Labor Code's prevailing wage requirements. In addition to the penalty and pursuant to Labor Code Section 1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate shall be paid to each worker by Contractor or Subcontractor.
- C. If a worker employed by a Subcontractor on a public works project is not paid general prevailing per diem wages by Subcontractor, Prime Contractor of project is not liable for any penalties described above unless Prime Contractor had knowledge of that failure of Subcontractor to pay the specified prevailing rate of wages to those workers or unless Prime Contractor fails to comply with all the following requirements:
  - 1) Agreement executed between Contractor and Subcontractor for performance of work on public works project shall include a copy of provisions of Labor Code Sections 1771, 1775, 1776, 1777.5, 1813, and 1815.
  - 2) Contractor shall monitor the payment of the specified general prevailing rate of per diem wages by Subcontractor to the employees by periodic review of the certified payroll records of Subcontractor.
  - 3) Upon becoming aware of the failure of Subcontractor to pay their workers the specific prevailing rate of wage, Contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited to, retaining sufficient funds due Subcontractor for work performed on the public works project.
  - 4) Prior to making final payment to Subcontractor for work performed on public works project, Contractor shall obtain an affidavit signed under penalty of perjury for Subcontractor that Subcontractor has paid the specified general prevailing rate of per diem wages to its employees on public works project and any amounts due pursuant to Labor Code Section 1813.
- D. Pursuant to Labor Code Section 1775, Caltrans shall notify Contractor on a public works project within 15 days of receipt of a complaint that a Subcontractor has failed to pay workers the general prevailing rate of per diem wages.

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- E. If Caltrans determines that employees of a Subcontractor were not paid the general prevailing rate of per diem wages and if Caltrans did not retain sufficient money under the Agreement to pay those employees the balance of wages owed under the general prevailing rate of per diem wages, Contractor shall withhold an amount of moneys due to Subcontractor sufficient to pay those employees the general prevailing rate of per diem wages, if requested by Caltrans.
- F. Any subcontract entered into as a result of this Agreement shall contain all the provisions of this clause.

**10. State General Prevailing Wage Rates**

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

**11. State Prevailing Wage Rate Determinations**

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

Caltrans Headquarters Labor Compliance Office  
1120 N Street, MS-44

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Sacramento, CA 95814

Email: [labor.compliance@dot.ca.gov](mailto:labor.compliance@dot.ca.gov)

**12. Employment of Apprentices**

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

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**Special Terms and Conditions**

**1. Settlement of Disputes**

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

**2. Termination**

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

**3. Retention of Records/Audits**

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

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**4. Subcontractors**

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

**5. Reporting Disabled Veteran Business Enterprise (DVBE) Utilization**

- A. If this Agreement requires DVBE participation, it is the responsibility of Contractor to track DVBE participation requirement progress and Contractor must report the actual amount paid to certified Subcontractors. Contractors must comply with Government Code Section 14841 and Military and Veterans Code Sections 999.5(d) and 999.7 by reporting the actual utilization of certified Subcontractor(s) during the performance of this Agreement. Contractor shall prepare and submit the Report of Utilization of Small/Micro Business and Disabled Veteran Business Enterprise State Funded Contracts Only (DOT ADM-3059) (<https://forms.dot.ca.gov/v2Forms/servlet/FormRenderer?frmid=DOTADM3059>) to Caltrans Contract Manager with each invoice.
- B. If Contractor fails to submit DOT ADM-3059 with final invoice, Caltrans Contract Manager shall withhold \$10,000, or full payment if it is less than \$10,000, from final payment on Agreement until Caltrans Contract Manager receives a complete and satisfactory DOT ADM-3059. Caltrans Contract Manager shall notify Contractor by email that Contractor must submit a complete and satisfactory DOT ADM-3059 within 30 days from the date of the notice. If Contractor fails to fully complete and submit the DOT ADM-3059 within this 30-day period, Caltrans shall permanently withhold payment of final invoice.
- C. Upon Caltrans Contract Manager's request, Contractor shall provide proof of payment for the work performed by DVBE subcontractor(s).

**6. Reporting Small Business/Micro Business (SB/MB) Utilization**

If SB/MB Subcontractor participation is a requirement of this Agreement, Contractor must report the actual amount paid to certified Subcontractors. Contractor must comply with Government Code Section 14841 by reporting the actual utilization of certified Subcontractor(s) during the performance of this Agreement. Contractor shall prepare and submit the Report of Utilization of Small/Micro Business and Disabled Veteran Business Enterprise State Funded Contracts Only (DOT ADM-3059) (<https://forms.dot.ca.gov/v2Forms/servlet/FormRenderer?frmid=DOTADM3059>) to Caltrans Contract Manager with each invoice.

**7. DVBE Participation (Not Required)**

Caltrans has not established a DVBE participation requirement for this Agreement. However, Contractor shall be fully informed respecting the California Public Contract Code Sections 10115 et seq., which is incorporated by reference. Contractor is urged to obtain DVBE Subcontractor participation should clearly defined portions of the work become available.

**8. Non-Solicitation**

Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained or contracted by Contractor for the purpose

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of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

**9. Laws to be Observed**

Contractor shall keep fully informed of all existing and future laws, including: State and Federal, county and municipal ordinances and regulations including but not limited to Senate Bill 1383 of 2016 Title 14, CCR, General Provisions section 18981.2, Public Resources Code sections 42652 et. seq., and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same, 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. Contractor shall at all times observe and comply with and shall cause all agents and employees to observe and comply with, all such existing and future laws, ordinances, regulations, orders, and decrees of bodies or tribunals having any jurisdiction or authority over the Agreement. Contractor shall protect and indemnify the State of California and all officers and employees thereof connected with the work against any claim, injury, or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by Contractor, its Subcontractor(s), or an employee(s). If any discrepancy or inconsistency is discovered in the plans, drawings, specification, or Agreement for the work in relation to any such law, ordinance, regulation, order, or decree, Contractor shall immediately report the same to Caltrans Contract Manager in writing.

**10. Specific Legal References**

Any reference to specific statutes, regulations, or other legal authority in this Agreement shall not relieve Contractor from the responsibility of complying with all existing and future laws, ordinances, regulations, orders, and decrees of bodies or tribunals having any jurisdiction or authority over the Agreement.

**11. Equipment Indemnification**

- A. Contractor shall indemnify Caltrans for any claims against Caltrans for loss or damage to Contractor's property or equipment during its use under this Agreement and shall at Contractor's own expense maintain such fire, theft, liability, or other insurance as deemed necessary for this protection. Contractor assumes all responsibility which may be imposed by law for property damage or personal injuries caused by defective equipment furnished under this Agreement or by operations of Contractor or Contractor's employees under this Agreement.
- B. Any subcontract entered into as a result of this Agreement shall contain all the provisions of this clause.

**12. Force Majeure**

Neither party shall be liable to the other for any delay in, or failure of, performance, nor shall any such delay in, or failure of, performance constitute default, if such delay or failure is (directly or indirectly) caused by "Force Majeure" without the fault, intentional act, or negligence of the Contractor. As used in this section, "Force Majeure" shall include, but shall not be limited to, acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, interruption in service by a regulated utility, or governmental statutes or regulations superimposed after the fact.

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**13. State-Owned Data–Integrity and Security**

- A. Contractor shall comply with the following requirements to ensure the preservation, security, and integrity of State-owned data on portable computing devices and portable electronic storage media:
- 1) Encrypt all State-owned data stored on portable computing devices and portable electronic storage media using government-certified Advanced Encryption Standard cipher algorithm with a 256-bit or 128-bit encryption key to protect Caltrans data stored on every sector of a hard drive, including temp files, cached data, hibernation files, and even unused disk space.  
  
Data encryption shall use cryptographic technology that has been tested and approved against existing standards, such as FIPS 140-2 Security Requirements for Cryptographic Modules.
  - 2) Encrypt, as described above, all State-owned data transmitted from one computing device or storage medium to another.
  - 3) Maintain confidentiality of all State-owned data by limiting data sharing to those individuals contracted to provide services on behalf of the State, and limit use of State information assets for State purposes only.
  - 4) Install and maintain current anti-virus software, security patches, and upgrades on all computing devices used during the course of the Agreement.
  - 5) Notify Caltrans Contract Manager immediately of any actual or attempted violations of security of State-owned data, including lost or stolen computing devices, files, or portable electronic storage media containing State-owned data.
  - 6) Advise the owner of the State-owned data, the agency Information Security Officer, and the agency Chief Information Officer of vulnerabilities that may present a threat to the security of State-owned data and of specific means of protecting that State-owned data.
- B. Contractor shall use the State-owned data only for State purposes under this Agreement.
- C. Contractor shall not transfer State-owned data to any computing system, mobile device, or desktop computer without first establishing the specifications for information integrity and security as established for the original data file(s). (State Administrative Manual Section 5335.1).

**14. Employment of Undocumented Workers**

By signing this Agreement, Contractor swears or affirms that it has not, in the preceding five (5) years, been convicted of violating a State or Federal law relative to the employment of undocumented workers.

**15. Assumption of Risk and Indemnification Regarding Exposure to Environmental Health Hazards**

In addition to, and not a limitation of, Contractor's indemnification obligations contained elsewhere in this Agreement, Contractor hereby assumes all risks of consequences of exposure of Contractor's employees, agents, Subcontractors, Subcontractors' employees, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with performance of this Agreement, to any and all environmental health hazards, local and otherwise, in connection with the performance of this Agreement. Such hazards include, but

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are not limited to, bodily injury and/or death resulting in whole or in part from exposure to infectious agents and/or pathogens of any type, kind, or origin. Contractor also agrees to take all appropriate safety precautions to prevent any such exposure to Contractor's employees, agents, Subcontractors, Subcontractors' employees, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement. Contractor also agrees to indemnify and hold harmless Caltrans, State of California, and each and all of their officers, agents, and employees, from any and all claims and/or losses accruing or resulting from such exposure. Except as provided by law, Contractor also agrees that the provisions of this paragraph shall apply regardless of existence or degree of negligence or fault on the part of Caltrans, State of California, and/or any of their officers, agents, and/or employees.

**16. Mandatory Organic Waste Recycling**

It is understood and agreed that pursuant to Public Resources Code Sections 42649.8 et seq., if Contractor generates two (2) cubic yards or more of organic waste or commercial solid waste per week, Contractor shall arrange for organic waste or commercial waste recycling services that separate/source organic waste for organic waste recycling. Contractor shall provide proof of compliance, i.e. organic waste recycling services or commercial waste recycling services that separate/source organic waste recycling, upon request from Caltrans Contract Manager.

**17. ADA Compliance**

All entities that provide electronic or information technology or related services that will be posted online by Caltrans must be in compliance with Government Code Sections 7405 and 11135 and the Web Content Accessibility Guidelines (WCAG) 2.0 or subsequent version, published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success. All entities will respond to and resolve any complaints/deficiencies regarding accessibility brought to their attention.

**18. Electronic Signatures**

Each party agrees that electronic signatures, whether digital or encrypted, of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures for this Agreement. Documents that are referenced by this Agreement may still require manual signatures.

**19. Executive Order N-6-22 – Russia Sanctions**

On March 4, 2022, Governor Gavin Newsom issued Executive Order [N-6-22](#) (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law unless the contract has been Federalized (i.e. there is federal participation in any phase). The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

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**Additional Provisions**

**1. General Provisions Required in all Insurance Policies**

- A. Deductible: Contractor is responsible for any deductible or self-insured retention (SIR) contained within the insurance program.
- B. Coverage Term: Coverage must be in force for the complete term of this Agreement. If insurance expires during the term of this Agreement, a new certificate must be received by the Caltrans Contract Manager at least 10 days prior to the expiration of the insurance. Any new insurance must continue to comply with the original terms of this Agreement.
- 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 Contractor's obligations under this Agreement.
- F. Endorsements: Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- G. Insurance Carrier Required Rating: All insurance companies must carry a rating acceptable to the Department of General Services, Office of Risk and Insurance Management (ORIM). If Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required. Department of General Services, ORIM Website: <https://www.dgs.ca.gov/ORIM>.
- H. Contractor shall include all of its subcontractors as insureds under Contractor's insurance or supply evidence of insurance to the State equal to the policies, coverages, and limits required of Contractor.
- I. The State will not be responsible for any premiums or assessments on the policy.

**2. Insurance Requirements**

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

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- 2) 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.**

- 3) The additional insured endorsement must accompany the certificate of insurance.
- 4) This endorsement must be supplied under form acceptable to the Department of General Services, Office of Risk and Insurance Management.

**B. Automobile Liability**

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

**C. Workers' Compensation and Employer's Liability**

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

**D. Satisfying a Self-Insured Retention (SIR)**

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

**E. Available Coverages/Limits**

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

**3. Licenses and Permits**

- A. Contractor shall be an individual or firm qualified to do business in California and shall obtain at its expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Agreement.
- B. If Contractor is headquartered in the State of California, Contractor must possess a business license or equivalent from the city/county in which it is headquartered. If Contractor is a corporation or other business entity (apart from a sole proprietorship or general partnership), then Contractor must be registered and active/in good standing with the California Secretary of State.
- C. If Contractor is headquartered outside the State of California, Contractor must submit to Caltrans a copy of its business license or equivalent. If Contractor is a foreign (outside of California) corporation or other business entity (apart from a sole proprietorship or general

**Exhibit E**  
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partnership), then Contractor must be registered and active/in good standing with the California Secretary of State.

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

**4. Motor Carrier Permit Requirements**

- A. Contractor must have a valid Motor Carrier Permit(s) (MCP) issued from the Department of Motor Vehicles (DMV) for its services as a Motor Carrier of Property under this Agreement. Contractor shall pay any required fees necessary to obtain and maintain in good standing the required MCP(s).
- B. MCP(s) required for Contractor's Motor Carriers of Property under California Vehicle Code Sections 34601 and 34620 shall be on file with Contractor for the duration of this Agreement. Upon request of Caltrans Contract Manager or their designee, Contractor must immediately provide to Caltrans a copy of the required MCP(s).

**5. Prohibition of Delinquent Taxpayers**

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

**6. Interfacing with Pedestrian and Vehicular Traffic**

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

**7. Contractor Registration Program**

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