

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

| Form Name                                                | Attachment No | # Pages |
|----------------------------------------------------------|---------------|---------|
| Invitation for Bid - Cover Letter                        |               | 1       |
| Invitation for Bid                                       |               | 11      |
| Bid Proposal, ADM 1412                                   | 1             | 1       |
| Bidder Declaration, GSPD-05-105                          | 2             | 2       |
| Contractor Certification Clauses                         | 8             | 4       |
| Bid/Bidder Certification Sheet                           | 9             | 1       |
| Bidder's Acknowledgement of Prevailing Wage Requirements | 10            | 1       |
| Recycled-Content Certification ADM 2038                  | 11            | 2       |
| Darfur Contracting Act                                   | 12            | 1       |
| Attachment Checklist                                     | 13            | 1       |
| Proposed Form of Agreement, STD 213                      | 14            | 23      |
|                                                          |               |         |

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

If any portion of the bid package cannot be downloaded, it is the bidder's responsibility to request hard copies from the Bid Unit at: (916) 227-6075 or by faxing a request to (916) 227-1950.

|                                                                                                                                                                                                  |                               |         |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|---------|
| YOUR RETURN<br>ADDRESS                                                                                                                                                                           | <b>Agreement No. 12A1241</b>  | Postage |
|                                                                                                                                                                                                  | <b>Bid Due Date: 12/22/09</b> |         |
| <p>Caltrans<br/>         Division of Procurement and Contracts<br/>         ATTN: Bid Unit<br/>         1727 30th Street, 4<sup>th</sup> Floor, MS 65<br/>         Sacramento, CA 95816-7006</p> |                               |         |
| <b>BID SUBMITTAL DO NOT OPEN</b>                                                                                                                                                                 |                               |         |

**DEPARTMENT OF TRANSPORTATION**

DIVISION OF PROCUREMENT AND CONTRACTS MS-65

1727 30<sup>TH</sup> STREET

SACRAMENTO, CA 95816-7006

PHONE (916) 227-6132

FAX (916) 227-6155

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

*Flex your power!  
Be energy efficient!*

October 29, 2009

**INVITATION FOR BID (IFB)  
IFB # 12A1241  
Notice to Prospective Contractors**

You are invited to review and respond to this Invitation for Bid (IFB), IFB Number 12A1241, entitled Office Moving Services. In submitting your bid, you must comply with the instructions found herein.

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

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

If you do not have Internet access, a hard copy can be provided by contacting the Bid Unit: Phone (916) 227-6075, Fax Number (916) 227-1950.

**This contract requires Prevailing Wages. Refer to Attachment 14, Proposed form of Agreement for requirement details.**

The designated contact person for this IFB is:

Jean P. Mallare

**Caltrans**

(916) 227-6132/Telephone Number

(916) 227-6155/Fax Number

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

\*Technical questions regarding this solicitation will be addressed at a mandatory pre-bid conference to be held on **Thursday, November 19, 2009 at 9:00am**, in Irvine, California. See Section C for more details.

Jean P. Mallare  
Acquisition Analyst

## Table of Contents

| SECTION                                                            | PAGE |
|--------------------------------------------------------------------|------|
| <b>Note:</b> Each section below is a link to the actual paragraph. |      |
| <b>A) Purpose and Description of Service</b>                       | 2    |
| <b>B) Bidder Minimum Qualifications</b>                            | 2    |
| <b>C) Bid Requirements and Information</b>                         | 2    |
| 1. Time Schedule                                                   | 2    |
| 2. Mandatory Pre-bid Conference/Site Inspection                    | 3    |
| 3. Reasonable Accommodations                                       | 3    |
| 4. Questions and Answers                                           | 3    |
| 5. Inclusive Costs                                                 | 4    |
| 6. Small Business Preference                                       | 4    |
| 7. State Prevailing Wages                                          | 4    |
| 8. Recycle Certification                                           | 4    |
| 9. Motor Carrier Permit                                            | 4    |
| 10. Subcontractors*                                                | 5    |
| 11. Insurance                                                      | 5    |
| 12. Darfur Contracting Act                                         | 5    |
| 13. Bid Submittal                                                  | 6    |
| 14. Evaluation and Selection                                       | 8    |
| 15. Award and Protest                                              | 8    |
| 16. Standard Conditions of Service                                 | 9    |
| <b>D) Special Programs</b>                                         | 10   |
| 1. Small Business or Microbusiness Preference                      | 10   |
| <b>Attachments</b>                                                 |      |
| 1. Bid Proposal, ADM 1412                                          |      |
| 2. Bidder Declaration, GSPD 05-105                                 |      |
| 8. Contractor Certification Clauses, CCC 307                       |      |
| 9. Bid/Bidder Certification Sheet                                  |      |
| 10. Bidder's Acknowledgement Of Prevailing Wage Requirements       |      |
| 11. Recycled-Content Certification, ADM 2038                       |      |
| 12. Darfur Contracting Act                                         |      |
| 13. Required Attachment Check List                                 |      |
| 14. Sample Standard Agreement, STD 213:                            |      |
| Exhibit A, Scope of Work                                           |      |
| Exhibit B, Budget Detail and Payment Provisions                    |      |
| Exhibit D, Special Terms and Conditions                            |      |
| Exhibit E, Additional Provisions                                   |      |

## A) Purpose and Description of Services

Contractor shall perform a range of services that includes relocating office furniture, fixtures and equipment (FF&E), including, but not limited to, furniture, files, State-owned plants, boxes, office contents, libraries, telephone, computers and hardware for approximately 636 employees.

The services shall be performed at the new District 12 Headquarters office in Irvine and office buildings in Irvine located at 3347 Michelson Drive, 3355 Michelson Drive, Suite 400, 3351 Michelson Drive, Suite 300, 3337 Michelson Drive, Suite CN380 and the District 7 Headquarters office building in Los Angeles located at 100 South Main Street, Los Angeles, and the Headquarters Surplus Warehouse Storage at 1810 Enterprise Boulevard in West Sacramento.

Refer to the **Proposed Form of Agreement, Exhibit A**, which is attached to this IFB as **Attachment 14** for a more complete description of services.

## B) Bidder's Minimum Qualifications

The Contractor shall possess a valid and current Public Utilities Commission (P.U.C.) Household Goods Carrier license or a Department of Motor Vehicles Motor Carrier Permit at the time the bid is submitted and during the entire term of the Agreement.

Contracts exceeding \$2,500 with a carrier for commercial office moving services must conform to the requirements contained in SAM 3810 which provide for such contracts to be with a carrier whose drivers and supporting personnel are operating under a current collective bargaining agreements or who are maintaining the prevailing wages, standards, and conditions of employment for its driver and supporting personnel.

## 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                | 10/29/09 |                        |
| Mandatory Pre-bid Conference and/or Site Inspection | 11/19/09 | 9:00 AM                |
| Written Question Submittal                          | 12/02/09 | 5:00 PM                |
| Final Date and Time for Bid Submission              | 12/22/09 | 2:15 PM                |
| Bid Opening                                         | 12/22/09 | 2:30 PM                |
| Proposed Award Date (estimate)                      | 01/07/10 |                        |

## 2. Mandatory Pre-Bid Conference/Site Inspection

- A. A mandatory pre-bid conference/site inspection is scheduled at **3347 Michelson Drive, Suite 100, Irvine, CA, on Thursday, November 19, 2009, at 9:00am** for the purpose of discussing concerns regarding this IFB.
- B. In the event a potential prime contractor is unable to attend the mandatory pre-bid conference/site inspection, an authorized representative may attend on their behalf. The representative may only sign-in for one (1) company. Subcontractors may not represent a potential prime contractor at a mandatory pre-bid conference/site inspection.
- C. All prospective contractors are to be assembled at the Caltrans, **3347 Michelson Drive, Suite 100, Irvine, CA, at 9:00 am**. Bidders must sign-in (on the sheet provided) upon arrival and sign-out upon completion of the walk-through activities. Failure to comply with these provisions **may result in the rejection of your bid**. Caltrans will conduct the site inspection of the facilities and disseminate any additional information to participants, if necessary.

## 3. Reasonable Accommodations

For bidders who need assistance due to a physical impairment, a reasonable accommodation will be provided upon request for the pre-bid conference/site inspection. The bidder must call the designated Caltrans contact no later than fifth working day prior to the scheduled date and time of the pre-bid conference/site inspection to arrange for a reasonable accommodation.

## 4. Questions and Answers

- A. Questions regarding this IFB must be submitted in writing. Bidders are encouraged to submit their written questions by **12/02/09**.
- B. Written questions must include the individual's name, firm name, complete address and must reference IFB No. 12A1241. Questions must be sent to the following

MAIL OR FAX TO:

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

Fax No.: (916) 227-6155

- C. Written responses to all questions will be collectively compiled and mailed, as an Addendum, to each individual or firm who downloaded this IFB from the Internet or who requested this IFB by calling the recorded Bid Line: (916) 323-0156. Hard copy responses are disseminated by mail and an electronic version is uploaded to the Caltrans's website. Refer to this **IFB, Section C) 1, Time Schedule**, for the

schedule of events and dates/times. It is the responsibility of the Bidder to inquire about an expected Addendum if the Addendum is not received. Bidder can contact the Contract Analyst named above or check the Caltrans's website:

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

## 5. Inclusive Costs

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

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

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

## 7. State General Prevailing Wage Rates

State General Prevailing Wage Rates will apply for the County of Orange as described in the attached **Proposed Form of Agreement (Attachment 14) for modular furniture assembly and disassembly only**. The predetermined general prevailing wage rate publication are set by the Director of Industrial Relations (**see Attachment 7**). It is the bidder's responsibility to ascertain and use the correct classification determination published by the Department of Industrial Relations.

## 8. Recycle Certification

Your signature affixed hereon and dated on the attached Bid/Bidder Certification Sheet, Attachment 9 shall signify that you are aware of the recycle materials, goods, and supplies program requirements of PCC Sections 12200 and 12205, and that the recycle content certification will be required for the successful contractor. The awarded bidder will be required to complete a Recycle Content Certification form, ADM 2038, and provide the form with the signed agreement. An incomplete form or failure to provide a completed form will result in cancellation of the contract.

## 9. Motor Carrier Permit

Bidder must have at the time of bid submittal and for the duration of the contract, a valid current Motor Vehicle Carrier Permit issued by the California Department of Motor Vehicles (DMV) for the type of work to be performed. Bidder shall pay fee to obtain and maintain, in good standing, all necessary licenses and permits to accomplish the work. Bidders will be considered non-responsive unless all proper

licensing requirements are met. An invalid license/permit will result in rejection of the bid. Caltrans will perform positive verification of a valid permit issued by the DMV. You may call your local DMV permit office or the Sacramento DMV Motor Carrier Permit Branch at (916) 657-8153. Prior to obtaining a Motor Carrier Permit, you must have a California CA Number issued by the California Highway Patrol (CHP), and you may call your local CHP office or the Sacramento CHP Commercial Records Unit at (916) 375-2810.

## 10. Subcontractors

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

## 11. Insurance

A. The bidder who receives the Agreement award, must provide a certificate of Insurance providing proof of insurance to the DPAC within ten (10) working days from the date of notification of award. The State's Office of Risk and Insurance Management will review insurance certificates and/or proof of self-insurance documentation before execution of the Agreement. Refer to the **Proposed Form of Agreement, Attachment 14, Exhibit E**, for the applicable specific Insurance requirements and coverage limits.

B. The insurance carrier **must** provide an endorsement for the additional insured statement as follows:

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

## 12. Darfur Contracting Act

A. Effective January 1, 2009, all solicitations for goods or services must address the requirements of the Darfur Contracting Act of 2008 (Act). (Public Contract Code sections 10475, *et seq.*; Stats. 2008, Ch. 272). 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.

B. 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 proposal for a contract with a State agency for goods or services. (Public Contract Code section 10477(a)).

- C. Therefore, Public Contract Code section 10478 (a) requires a company that currently has (or within the previous three 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.
- D. A scrutinized company may still, however, submit a bid or proposal for a contract with a State agency for goods or services if the company first obtains permission from the Department of General Services (DGS) according to the criteria set forth in Public Contract Code section 10477(b).

### 13. Bid Submittal

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

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

|                                |                                                         |         |
|--------------------------------|---------------------------------------------------------|---------|
| <b>YOUR RETURN<br/>ADDRESS</b> | <b>Agreement No. 12A1241<br/>Bid Due Date: 12/22/09</b> | postage |
|--------------------------------|---------------------------------------------------------|---------|

- C. **Late bids will not be considered.**
- D. All bids shall include the documents identified on the IFB's **Required Attachment Checklist, Attachment 13**. Bids not including the proper "required attachment(s)" shall be deemed non-responsive. A non-responsive bid is one that does not meet the basic bid requirements.
- E. Only an individual who is legally authorized to bind the proposing firm contractually shall sign all documents requiring a signature, and each document must bear an original ink signature.
- F. If your bid is hand delivered, you must date and time stamp the sealed envelope/package immediately upon arrival. The date/time stamp machine is

located in the lobby on the first floor to the right of the security guard station at the address noted above. After date/time stamping, the bid should be placed in the locked bid cabinet located below the time stamp. If the bid package is too large to be electronically stamped, date/time stamp one of the labels provided and attach it to the proposal package. When the bid package is too large for the locked bid cabinet, ask the security guard to call the DPAC reception desk at 227-6000 to have your bid package picked up by Contracts' staff.

- G. Bid opening will be held at the above address at **2:30 PM** on the date specified in Section C - Bid Requirements and Information, 1 - Time Schedule. Bidders may participate in person or via teleconference by calling **1-866-700-7952** and entering the pass code **7089821**. Calls will be accepted beginning at **2:20 PM** until the conclusion of the Bid Opening. Bids will be read in Agreement numeric order; questions will not be allowed; and information will not be repeated. Bid Opening results will be posted online on the Division of Procurement and Contracts web site at <http://caltrans-opac.ca.gov/contracts/bidresults.htm> by 12:00 P.M. on the day following the bid opening. The Agreement will be awarded to the lowest responsible bidder meeting the requirements outlined in the IFB.
- H. Bids must include the performance of all the services described herein. Any attempt to modify the bid document to deviate from the work specifications will not be considered and will cause a bid to be rejected.
- I. A bid may be rejected if it is conditional, incomplete, or if it contains any alterations of form or other irregularities of any kind. The State may reject any bid on the basis that it is not responsive or from a responsible bidder, and may waive any immaterial deviation in a bid. The State's waiver of an immaterial defect shall in no way modify the IFB document or excuse the bidder from full compliance with all requirements if awarded the agreement.
- J. Costs for developing bids and in anticipation of award of the contract are entirely the responsibility of the bidder and shall not be charged to the State.
- K. Only an individual who is authorized to bind the bidding firm contractually shall sign the attached Bid/Bidder Certification Sheet, **Attachment 9**. The signature must also indicate the title or position that the individual holds in the firm. **An unsigned bid may be rejected.**
- L. A bidder may modify a bid after its submission by first withdrawing the original bid and then by resubmitting a new bid prior to the bid submittal deadline. Bidder modifications offered in any other manner, oral or written, will not be considered.
- M. A bidder may withdraw a bid by, prior to bid opening, submitting a written withdrawal request to the State, signed by the bidder or an agent authorized in accordance with Section L above. A bidder may thereafter submit a new bid prior to the bid submittal deadline. Bids may not be withdrawn without cause subsequent to bid submittal deadline.
- N. The State may modify the IFB prior to the date fixed for submission of bids by the issuance of an addendum sent to all parties who received a bid package.
- O. The State reserves the right to reject all bids for reasonable cause.

- P. Bidders are cautioned to not rely on the State during its evaluation process to discover and report to the bidder any defects and errors in the submitted documents. Before submitting their documents, bidders should carefully proof them for errors and full adherence to the IFB requirements.
- Q. Where applicable, bidder should carefully examine work sites and specifications. Bidder shall investigate conditions, character, and quality of surface or subsurface materials or obstacles that might be encountered. No additions or increases to the contract amount will be made due to a lack of careful examination of work sites and specifications.
- R. The State does not accept alternate contract language from a bidder. A bid with such language will be considered a counter proposal and will be rejected. **The State's General Terms and Conditions (GTC) are not negotiable.** The **GTC 307** may be viewed at Internet site <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>.

#### 14. Evaluation and Selection

- A. At the time of bid opening, each bid will be checked for the presence or absence of required information in conformance with the submission requirements of this IFB.
- B. The State will evaluate each bid to determine its responsiveness to the State's needs.
- C. Bids that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the bidder, shall be rejected.
- D. The contract, if awarded, shall be awarded to the lowest responsible bidder meeting the specifications. A bid meets the specifications if it complies with all of the requirements in this solicitation. In the event of a tie bid, the State will draw lots to determine the successful contractor. Only one proposal or bid may be submitted by an entity: individual, firm, partnership, corporation, joint venture or combination thereof. Receipt of more than one bid from an entity will result in all bids from that entity being rejected and returned to the bidder.

#### 15. Award and Protest

- A. Bid results may be viewed on the internet at 12:00 P.M. (Noon) on the first business day following the bid due date at: <http://caltrans-opac.ca.gov>.
- B. Whenever a contract is awarded under a procedure that provides for competitive bidding, but the contract is not to be awarded to the low Bidder, the low Bidder shall be notified by telegram, electronic facsimile transmission, overnight courier, or personal delivery five (5) working days prior to the award of the contract.
- C. Upon written request by any bidder, notice of the proposed award shall be posted in a public place in the office of the awarding agency at least five (5) working days prior to awarding the contract.
- D. Grounds for Filing a Protest: After the issuance of the applicable contract award notices as specified in this IFB, the right to protest the proposed award of a

contract is afforded any bidder who claims it should have been awarded the agreement because it was the lowest responsible bidder meeting the specifications.

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

|                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                    |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Department of Transportation (Caltrans)<br>Division of Procurement & Contracts, MS 65<br>Attention: Bid, Protest, & Dispute Branch Chief<br>1727 30 <sup>th</sup> Street<br>Sacramento, CA 95816<br>Phone Number: (916) 227-6096<br>Fax Number: (916) 227-6155 | Department of General Services<br>Office of Legal Services<br>Attention: Protest Coordinator<br>707 Third Street, 7 <sup>th</sup> Floor<br>West Sacramento, CA 95605<br>Phone Number: (916) 376-5080<br>Fax Number: (916) 376-5088 |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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

- G. Upon award of the contract, contractor must complete and submit to Caltrans, the Payee Data Record (STD 204), to determine if the contractor is subject to state income tax withholding pursuant to California Revenue and Taxation Code §18662 et seq. This form can be found on the Internet at [www.osp.dgs.ca.gov](http://www.osp.dgs.ca.gov) under the heading STANDARD FORMS. No payment shall be made unless a completed STD 204 has been returned to Caltrans.
- H. Prior to the award of the contract, the awarded bidder(s) must sign and submit to Caltrans, page one (1) of the Contractor Certification Clauses (CCC), **Attachment 8**, or this form can be obtained via the Internet at <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>. Bidder may also, as an option, submit with bid package.

## 16. Standard Conditions of Service

- A. Service shall not begin prior than the express date set by the Caltrans and the contractor, after all approvals have been obtained, and the agreement is fully executed. Should the contractor fail to commence work at the agreed upon time, the Caltrans, upon five (5) days written notice to the contractor, reserves the right to terminate the agreement. In addition, the contractor shall be liable to the State for the difference between contractor's bid price and the actual cost of performing work by the second lowest Bidder or by another contractor.
- B. All performance under the contract shall be completed on or before the termination date of the contract.

### C. Antitrust Provisions

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

### D) Special Programs

#### 1. Small Business or Microbusiness Preference

- A. GC Section 14835 et seq. requires that a five percent (5%) preference be given to contractors who qualify as a certified small business or microbusiness. The rules and regulations of this law, including the definition of a small business for the delivery of services, are contained in 2 CCR 1896 et seq.
- B. To claim the small business or microbusiness preference, your firm must have its principal place of business located in California and be certified by the Department of General Services, OSDS. The preference amount may not exceed \$50,000 for any bid. If prospective Contractor is claiming the five percent (5%) certified small business or microbusiness preference, complete the **Bid/Bidder Certification Sheet, Section 16, (Attachment 9)** and attach a copy of your certification.
- C. Pursuant to GC Section 14838 and 2 CCR 1896, if a bidder is not a certified small business but wishes to be eligible for the five percent (5%) "non-small business"

preference, the bidder must subcontract at least 25% of its net bid price to one or more certified small businesses. If prospective Contractor is claiming the five percent (5%) "non-small business" preference, complete the ***Bid/Bidder Certification Sheet, Section 17, and complete Attachment 2, Bidder Declaration form, GSPD-05-105, with the names of all certified Small Business firms being claimed for credit. Attach a copy of the subcontractor's Certified Small Business certificate for each Small Business subcontractor and a copy of all Small Business subcontractor's quote to the Bidder Declaration form, GSPD-05-105.***

- D. Certified Small business and Microbusiness bidder(s) shall have precedence over "non-small business" bidders in the application of Small Business preference(s).
- E. Small Business Preferences may not be applied to any bid deemed non-responsive with the solicitation instructions or from a non-responsible bidder.
- F. Questions regarding the certification approval process or Small Business program should be directed to OSDS at (800) 559-5529 or (916) 375-4940. For the 24-Hour Recording & Mail Request call (916) 322-5060.

Or E-mail: [osdshelp@dgs.ca.gov](mailto:osdshelp@dgs.ca.gov)

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



**BID PROPOSAL - See ATTACHMENT 1.**

**ATTACHMENT 8****CONTRACTOR CERTIFICATION CLAUSES****CCC-307****CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

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

**CONTRACTOR CERTIFICATION CLAUSES**

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

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

**ATTACHMENT 8**

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

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

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

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code Section 10295.3.

**ATTACHMENT 8****DOING BUSINESS WITH THE STATE OF CALIFORNIA**

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

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

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

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

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

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

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

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

**ATTACHMENT 8****5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**

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

**ATTACHMENT 9**  
**BID/BIDDER CERTIFICATION SHEET**

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

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

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

|                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                         |                                         |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|-----------------------------------------|
| 1. Company Name                                                                                                                                                                                                                                                                                                                                                                                                                                          | 2. Telephone Number<br>(    )           | 2a. Fax Number<br>(    )                |
| 3. Address                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                         |                                         |
| Indicate your organization type:                                                                                                                                                                                                                                                                                                                                                                                                                         |                                         |                                         |
| 4. <input type="checkbox"/> Sole Proprietorship                                                                                                                                                                                                                                                                                                                                                                                                          | 5. <input type="checkbox"/> Partnership | 6. <input type="checkbox"/> Corporation |
| Indicate the applicable employee and/or corporation number:                                                                                                                                                                                                                                                                                                                                                                                              |                                         |                                         |
| 7. Federal Employee ID No. (FEIN)                                                                                                                                                                                                                                                                                                                                                                                                                        | 8. California Corporation No.           |                                         |
| Indicate applicable license and/or certification information:                                                                                                                                                                                                                                                                                                                                                                                            |                                         |                                         |
| 9. Contractor's State Licensing Board Number                                                                                                                                                                                                                                                                                                                                                                                                             | 10. PUC License Number CAL-T-           | 11. Required                            |
| 12. Bidder' Name (Print)                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                         | 13. Title                               |
| 14. <b>Signature</b>                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                         | 15. Date                                |
| 16. Are you certified with the Department of General Services, Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS) as:<br>a. Small Business Enterprise      Yes <input type="checkbox"/> No <input type="checkbox"/><br>If yes, enter certification number: _____<br>b. Disabled Veteran Business Enterprise      Yes <input type="checkbox"/> No <input type="checkbox"/><br>If yes, enter your service code below: _____ |                                         |                                         |
| <b>NOTE:</b> A copy of your Certification is required to be included if either of the above items is checked <b>"Yes"</b> .<br>Date application was submitted to OSDS, if an application is pending: _____                                                                                                                                                                                                                                               |                                         |                                         |
| 17. Are you a Non-Small Business committing to the use of 25% Certified Small Business Subcontractor Participation?      Yes <input type="checkbox"/> No <input type="checkbox"/><br>If Yes, complete and return the Bidder Declaration form, GSPD-05-105 with your bid.                                                                                                                                                                                 |                                         |                                         |

**Attachment 9****Completion Instructions for Bid/Bidder Certification Sheet**

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

| <b>Item Numbers</b>   | <b>Instructions</b>                                                                                                                                                                                                                                                                                                                                                                                                              |
|-----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>1, 2, 2a, 3</b>    | Must be completed. These items are self-explanatory.                                                                                                                                                                                                                                                                                                                                                                             |
| <b>4</b>              | Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.                                                                                                                                                           |
| <b>5</b>              | Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.      |
| <b>6</b>              | Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.                                                                        |
| <b>7</b>              | Enter your federal employee tax identification number.                                                                                                                                                                                                                                                                                                                                                                           |
| <b>8</b>              | Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.                                                                                                                                                                                                                |
| <b>9</b>              | Complete if your firm holds a California contractor's license. This information will be used to verify possession of a contractor's license for public works agreements.                                                                                                                                                                                                                                                         |
| <b>10</b>             | Complete if your firm holds a PUC license. This information will be used to verify possession of a PUC license for public works agreements.                                                                                                                                                                                                                                                                                      |
| <b>11</b>             | Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured.                                                                                                                                                                                                                                                           |
| <b>12, 13, 14, 15</b> | Must be completed. These items are self-explanatory.                                                                                                                                                                                                                                                                                                                                                                             |
| <b>16</b>             | If certified as a Small Business Enterprise, place a check in the "yes" box, and enter your certification number on the line. If certified as a Disabled Veterans Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified to one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to OSBCR. |
| <b>17</b>             | Check the applicable box. Complete and return GSPD-05-105 with your Bid.                                                                                                                                                                                                                                                                                                                                                         |

**ATTACHMENT 10**  
**Invitation for Bid 12A1241**

**BIDDER'S ACKNOWLEDGEMENT OF PREVAILING WAGE REQUIREMENTS**

\_\_\_\_\_ acknowledges that State General Prevailing Wage Rates  
Print Name of Bidder

will apply for the County of Orange. If awarded this contract, I acknowledge it will be my  
responsibility to ensure the payment of appropriate prevailing wages rates to all employees who  
participate on this contract throughout the duration of this contract.

\_\_\_\_\_  
Bidder's Signature

\_\_\_\_\_  
Date

**Attachment 12****Darfur Contracting Act**

Pursuant to Public Contract Code section 10478, if a bidder or proposer currently or within the previous three years has had business activities or other operations outside of the United States, it must certify that it is not a "scrutinized" company as defined in Public Contract Code section 10476.

Therefore, to be eligible to submit a bid or proposal, please complete only one of the following three paragraphs (via initials for Paragraph # 1 or Paragraph # 2, or via initials and certification for Paragraph # 3):

1. \_\_\_\_\_ We do not currently have, or we have not had within the previous  
Initials three years, business activities or other operations outside of the United States.

**OR**

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

**OR**

3. \_\_\_\_\_ We currently have, or we have had within the previous three years,  
Initials business activities or other operations outside of the United States,  
+ certification but we certify below that we are not a scrutinized company  
below as defined in Public Contract Code section 10476.

**CERTIFICATION For # 3.**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective proposer/bidder to the clause listed above in # 3. This certification is made under the laws of the State of California.

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

**ATTACHMENT 13**  
**Invitation for Bid No. 12A1241**

**ATTACHMENT CHECKLIST**

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

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

| <b><u>Attachments</u></b> | <b><u>Attachment Name/Description</u></b>                                                                                                                                                                                                                  |
|---------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Attachment 1              | Bid Proposal, ADM 1412                                                                                                                                                                                                                                     |
| Attachment 2              | Bidders Declaration, GSPD-05-105                                                                                                                                                                                                                           |
| Attachment 8              | Contractor Certification Clauses (CCC 307). The CCC 307 can also be found on the Internet at <a href="http://www.dgs.ca.gov/contracts">http://www.dgs.ca.gov/contracts</a> . Page one (1) must be signed and submitted prior to the award of the contract. |
| Attachment 9              | Bid/Bidder Certification Sheet                                                                                                                                                                                                                             |
| Attachment 10             | Bidder's Acknowledgement of Prevailing Wage Requirements                                                                                                                                                                                                   |
| Attachment 11             | Recycled-Content Certification, ADM 2038                                                                                                                                                                                                                   |
| Attachment 12             | Darfur Contracting Act                                                                                                                                                                                                                                     |
| Attachment 13             | Attachment Checklist                                                                                                                                                                                                                                       |

**BID PROPOSAL**

ADM-1412 (REV. 06/06)

**ATTACHMENT 1**

| CONTRACTOR'S NAME (Please Print): |                    |                 | CONTRACT NO.: <b>12A1241</b>                                                                                                             | Page 1 of 2             |                    |
|-----------------------------------|--------------------|-----------------|------------------------------------------------------------------------------------------------------------------------------------------|-------------------------|--------------------|
| ITEM NO.                          | ESTIMATED QUANTITY | UNIT OF MEASURE | ITEM                                                                                                                                     | UNIT PRICE (In Figures) | TOTAL (In Figures) |
| 1                                 | PHASE 1-MOVE OUT   | LUMP SUM        | MOVE OUT OFFICE FURNITURE, FIXTURES AND EQUIPMENT AND BOXES PER ATTACHED SCHEDULE AND SCOPE OF WORK                                      |                         |                    |
| 2                                 | PHASE 1-MOVE IN    | LUMP SUM        | MOVE IN OFFICE FURNITURE, FIXTURES AND EQUIPMENT AND BOXES PER ATTACHED SCHEDULE AND SCOPE OF WORK                                       |                         |                    |
| 3                                 | PHASE 2-MOVE OUT   | LUMP SUM        | MOVE OUT OFFICE FURNITURE, FIXTURES AND EQUIPMENT AND BOXES PER ATTACHED SCHEDULE AND SCOPE OF WORK                                      |                         |                    |
| 4                                 | PHASE 2-MOVE IN    | LUMP SUM        | MOVE IN OFFICE FURNITURE, FIXTURES AND EQUIPMENT AND BOXES PER ATTACHED SCHEDULE AND SCOPE OF WORK                                       |                         |                    |
| 5                                 | PHASE 3-MOVE OUT   | LUMP SUM        | MOVE OUT OFFICE FURNITURE, FIXTURES AND EQUIPMENT AND BOXES PER ATTACHED SCHEDULE AND SCOPE OF WORK                                      |                         |                    |
| 6                                 | PHASE 3-MOVE IN    | LUMP SUM        | MOVE IN OFFICE FURNITURE, FIXTURES AND EQUIPMENT AND BOXES PER ATTACHED SCHEDULE AND SCOPE OF WORK                                       |                         |                    |
| 7                                 | PHASE 4-MOVE OUT   | LUMP SUM        | MOVE OUT OFFICE FURNITURE, FIXTURES AND EQUIPMENT AND BOXES PER ATTACHED SCHEDULE AND SCOPE OF WORK                                      |                         |                    |
| 8                                 | PHASE 4-MOVE IN    | LUMP SUM        | MOVE IN OFFICE FURNITURE, FIXTURES AND EQUIPMENT AND BOXES PER ATTACHED SCHEDULE AND SCOPE OF WORK                                       |                         |                    |
| 9                                 | PHASE 5-MOVE OUT   | LUMP SUM        | MOVE OUT OFFICE FURNITURE, FIXTURES AND EQUIPMENT AND BOXES PER ATTACHED SCHEDULE AND SCOPE OF WORK                                      |                         |                    |
| 10                                | PHASE 5-MOVE IN    | LUMP SUM        | MOVE IN OFFICE FURNITURE, FIXTURES AND EQUIPMENT AND BOXES PER ATTACHED SCHEDULE AND SCOPE OF WORK                                       |                         |                    |
| 11                                | PHASE 6-MOVE OUT   | LUMP SUM        | MOVE OUT OFFICE FURNITURE, FIXTURES AND EQUIPMENT AND BOXES PER ATTACHED SCHEDULE AND SCOPE OF WORK                                      |                         |                    |
| 12                                | PHASE 6-MOVE IN    | LUMP SUM        | MOVE IN OFFICE FURNITURE, FIXTURES AND EQUIPMENT AND BOXES PER ATTACHED SCHEDULE AND SCOPE OF WORK                                       |                         |                    |
| 13                                | PHASE 7-MOVE OUT   | LUMP SUM        | MOVE OUT OFFICE FURNITURE, FIXTURES AND EQUIPMENT AND BOXES PER ATTACHED SCHEDULE AND SCOPE OF WORK                                      |                         |                    |
| 14                                | PHASE 7-MOVE IN    | LUMP SUM        | MOVE IN OFFICE FURNITURE, FIXTURES AND EQUIPMENT AND BOXES PER ATTACHED SCHEDULE AND SCOPE OF WORK                                       |                         |                    |
| 15                                | PHASE 8-MOVE OUT   | LUMP SUM        | MOVE OUT OFFICE FURNITURE, FIXTURES AND EQUIPMENT AND BOXES PER ATTACHED SCHEDULE AND SCOPE OF WORK, DISMANTLE MODULAR SYSTEMS FURNITURE |                         |                    |

**BID PROPOSAL**

ADM-1412 (REV. 06/06)

**ATTACHMENT 1**

| CONTRACTOR'S NAME: (Please Print)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                    |                 | CONTRACT NUMBER: <b>12A1241</b>                                                                                                                                                             | Page 2 of 2                |                       |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|-----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------|-----------------------|
| ITEM NO.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | ESTIMATED QUANTITY | UNIT OF MEASURE | ITEM                                                                                                                                                                                        | UNIT PRICE<br>(In Figures) | TOTAL<br>(In Figures) |
| 16                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | PHASE 9-MOVE OUT   | LUMP SUM        | MOVE OUT OFFICE FURNITURE, FIXTURES AND EQUIPMENT AND BOXES PER ATTACHED SCHEDULE AND SCOPE OF WORK, DISMANTLE MODULAR SYSTEMS FURNITURE                                                    |                            |                       |
| 17                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | PHASE 10-MOVE OUT  | LUMP SUM        | MOVE OUT OFFICE FURNITURE, FIXTURES AND EQUIPMENT AND BOXES PER ATTACHMENT 3-MOVE SCHEDULE AND SCOPE OF WORK TO:<br>100 S. Main Street, Los Angeles<br>1810 Enterprise Blvd., W. Sacramento |                            |                       |
| Contracts exceeding \$2,500 with a carrier for commercial office moving services must conform to the requirements contained in SAM 3810 which provide for such contracts to be with a carrier whose drivers and supporting personnel are operating under a current collective bargaining agreements or who a maintaining the prevailing wages, standards, and conditions of employment for its driver and supporting personnel.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                    |                 |                                                                                                                                                                                             |                            |                       |
| (1) THE UNDERSIGNED CONTRACTOR, AS BIDDER, DECLARES THAT HE/SHE HAS CAREFULLY EXAMINED THE LOCATIONS OF THE PROPOSED WORK AS DESCRIBED, EXAMINED THE SPECIFICATIONS AND GENERAL CONDITIONS THEREFORE, READ THE INSTRUCTIONS TO BIDDER, AND IS FAMILIAR WITH ALL PROPOSAL REQUIREMENTS, AND AGREES, IF THE PROPOSAL IS ACCEPTED, TO COMPLETE THE ABOVE PROJECT IN ACCORDANCE WITH THE CONTRACT DOCUMENTS IN THE TIME STATED HEREIN.<br>(2) BID AMOUNT INCLUDES AND COVERS ALL OFFICE OVERHEAD, PROFIT AND PAYROLL COST AND TAXES; THE FURNISHING OF ALL EQUIPMENT, TOOLS, MACHINERY, APPARATUS AND MATERIALS; AND THE PERFORMANCE OF ALL LABOR REQUISITE PROPER FOR THE PERFORMANCE AND COMPLETION OF ALL THE WORK IN THE MANNER SET FORTH, DESCRIBED AND SHOWN IN THE SCOPE OF WORK.<br>(3) IN CASE OF DISCREPANCY BETWEEN THE UNIT PRICE AND THE TOTAL SET FORTH FOR A UNIT BASIS ITEM, THE UNIT PRICE SHALL PREVAIL. |                    |                 |                                                                                                                                                                                             | TOTAL BID PROPOSAL         |                       |

**BIDDER DECLARATION****1. Prime bidder information (Review attached Bidder Declaration Instructions prior to completion of this form):**

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

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

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

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

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

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

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

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

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

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

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

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

- 1.c.** This item is only to be completed by businesses certified by California as a DVBE.
- (1) Declare whether the prime bidder is a broker or agent by marking either "Yes" or "No". The Military and Veterans Code Section 999.2 (b) defines "broker" or "agent" as a certified DVBE contractor or subcontractor that does not have title, possession, control, and risk of loss of materials, supplies, services, or equipment provided to an awarding department, unless one or more of the disabled veteran owners has at least 51-percent ownership of the quantity and value of the materials, supplies, services, and of each piece of equipment provided under the contract.
  - (2) If bidding rental equipment, mark either "Yes" or "No" to identify if the prime bidder owns at least 51% of the equipment provided (quantity and value). If not bidding rental equipment, mark "N/A" for "not applicable."

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

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

**2. (continued) Column Labels**

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

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

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

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

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

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

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

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

Enter "N/A" if the:

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

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

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

**Read the certification at the bottom of the page and complete the "Page \_\_\_\_ of \_\_\_\_" accordingly.**

**DRAFT****District 12 Move Schedule**

| Move Date             | Floor                           | Division / Unit                                                                                                                                                          | Approx. Number of Staff         | Approx. Equipment/Furniture Quantity | Current Location                                                                                                                                                                                                                               |
|-----------------------|---------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------|--------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Week 1<br>4/10 - 4/11 | 4<br>1<br>4                     | Design 1 - 10, 12<br>Facilities/Mailroom/Motorpool<br>Personnel Liaison                                                                                                  | 99<br>8<br>1                    |                                      | 3355 Michelson Drive, Suite 400<br>3337 Michelson Drive, Suite CN380<br>3347 Michelson Drive, Suite 100                                                                                                                                        |
|                       |                                 | <b>Subtotal</b>                                                                                                                                                          | <b>108</b>                      |                                      |                                                                                                                                                                                                                                                |
| Week 2<br>4/17-4/18   | 4<br>4<br>4<br>4<br>4<br>4<br>4 | Exec Wing<br>Administration - PIO/EEO<br>Administration - Budgets<br>Project Management<br>Engineering Services - Landscape<br>Engineering Services - Office Engineering | 6<br>12<br>16<br>36<br>15<br>11 |                                      | 3355 Michelson Drive, Suite 400/3351 Michelson Drive, Suite 300<br>3355 Michelson Drive, Suite 400<br>3355 Michelson Drive, Suite 400<br>3355 Michelson Drive, Suite 400<br>3355 Michelson Drive, Suite 400<br>3355 Michelson Drive, Suite 400 |
|                       |                                 | <b>Subtotal</b>                                                                                                                                                          | <b>96</b>                       |                                      |                                                                                                                                                                                                                                                |
| Week 3<br>4/24-4/25   |                                 | Off - no moves                                                                                                                                                           |                                 |                                      |                                                                                                                                                                                                                                                |
|                       |                                 | <b>Subtotal</b>                                                                                                                                                          | <b>0</b>                        |                                      |                                                                                                                                                                                                                                                |
| Week 4<br>4/30-5/1    | 3<br>3<br>3<br>3<br>3           | Construction<br>Right of Way<br>Engineering Services - Hydraulics<br>Engineering Services - Electrical Design<br>Office Chiefs                                           | 52<br>33<br>13<br>11<br>6       |                                      | 3351 Michelson Drive, Suite 300<br>3351 Michelson Drive, Suite 300<br>3355 Michelson Drive, Suite 400<br>3355 Michelson Drive, Suite 400<br>3355 Michelson Drive, Suite 300                                                                    |
|                       |                                 | <b>Subtotal</b>                                                                                                                                                          | <b>115</b>                      |                                      |                                                                                                                                                                                                                                                |

**District 12 Move Schedule**

| Move Date           | Floor | Division / Unit                                                                                       | Approx. Number of Staff | Approx. Equipment/Furniture Quantity | Current Location                                                                                                                           |
|---------------------|-------|-------------------------------------------------------------------------------------------------------|-------------------------|--------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------|
| Week 5<br>5/8-5/9   | 3     | Environmental Planning                                                                                | 43                      |                                      | 3351 Michelson Drive, Suite 300<br>3351 Michelson Drive, Suite 300<br>3351 Michelson Drive, Suite 300                                      |
|                     | 3     | Planning                                                                                              | 45                      |                                      |                                                                                                                                            |
|                     | 3     | Engineering Services - RW Engineering                                                                 | 12                      |                                      |                                                                                                                                            |
|                     |       | <b>Subtotal</b>                                                                                       | <b>100</b>              |                                      |                                                                                                                                            |
| Week 6<br>5/15-5/16 |       | Dismantle & move MSF<br>Clear office spaces - move out all trash, debris and equipment to be surveyed |                         |                                      | 3337 Michelson Drive, Suite CN380                                                                                                          |
|                     |       | <b>Subtotal</b>                                                                                       | <b>0</b>                |                                      |                                                                                                                                            |
| Week 7<br>5/22-5/23 |       | Off - no moves                                                                                        |                         |                                      | 3351 Michelson Drive, Suite 300<br>3355 Michelson Drive, Suite 400<br>3337 Michelson Drive, Suite CN380<br>3355 Michelson Drive, Suite 400 |
|                     | 2     | Traffic Operations                                                                                    | 65                      |                                      |                                                                                                                                            |
|                     | 2     | Design 11 - Materials & Research                                                                      | 8                       |                                      |                                                                                                                                            |
|                     | 2     | Claims                                                                                                | 2                       |                                      |                                                                                                                                            |
|                     | 2     | Research & Innovation                                                                                 | 16                      |                                      |                                                                                                                                            |
|                     |       | <b>Subtotal</b>                                                                                       | <b>91</b>               |                                      |                                                                                                                                            |

**DRAFT****District 12 Move Schedule**

| Move Date            | Floor | Division / Unit                                                                                             | Approx. Number of Staff | Approx. Equipment/<br>Furniture Quantity | Current Location                                                                                         |
|----------------------|-------|-------------------------------------------------------------------------------------------------------------|-------------------------|------------------------------------------|----------------------------------------------------------------------------------------------------------|
| Week 8<br>5/29-5/30  |       | Dismantle & move MSF<br>Clear office spaces - move out all trash, debris and equipment to be surveyed       | 0                       |                                          | 3355 Michelson Drive, Suite 400<br>3351 Michelson Drives, Suite 300<br>3337 Michelson Drive, Suite CN380 |
|                      |       | <b>Subtotal</b>                                                                                             | <b>0</b>                |                                          |                                                                                                          |
| Week 9<br>6/5-6/6    |       | Dismantle & move MSF<br>Clear office spaces - move out all trash, debris and equipment to be surveyed       | 0                       |                                          | 3355 Michelson Drive, Suite 400<br>3351 Michelson Drives, Suite 300<br>3337 Michelson Drive, Suite CN380 |
|                      |       | <b>Subtotal</b>                                                                                             | <b>0</b>                |                                          |                                                                                                          |
| Week 10<br>6/12-6/13 |       | Final sweep of all floors<br>Survey equipment<br>Move all MSF to District 7 and HQ Storage, West Sacramento |                         |                                          | 3355 Michelson Drive, Suite 400<br>3351 Michelson Drives, Suite 300<br>3337 Michelson Drive, Suite CN380 |
|                      |       | <b>Subtotal</b>                                                                                             |                         |                                          |                                                                                                          |
|                      |       | <b>Subtotal</b>                                                                                             |                         |                                          |                                                                                                          |
|                      |       | <b>TOTAL</b>                                                                                                | <b>510</b>              | <b>0</b>                                 |                                                                                                          |

## Moving Guidelines

The relocation of a company is very important and sometimes a difficult function. It is the goal of [REDACTED] Management Team to assist you with your move, making it as smooth and efficient as possible.

The key to a successful, hassle-free move is frequent and effective communication and coordination between you, the tenant, your moving company, and the Management Office.

1. NOTIFICATION OF MOVE-IN DATE

The Management Office should be notified at least 10 days prior to your scheduled move-in date. Please provide us any pertinent information needed prior to and following your move-in.

2. MOVE-IN HOURS

Monday - Friday Before 8:00 a.m. or after 5:30 p.m. *ONLY*  
Saturday - Sunday *All day*

3. FREIGHT ELEVATORS

Freight elevators should be reserved through the Management Office for large scale moves and deliveries. Reservations are given on a first come, first served basis.

| Building                  | Freight Elevator Capacity |
|---------------------------|---------------------------|
| 3121 Michelson Drive      | 4000 pound capacity       |
| 3333 Michelson Drive      | 4500 pound capacity       |
| 3345-3351 Michelson Drive | 3500 pound capacity       |
| 3353-3355 Michelson Drive | 4500 pound capacity       |

4. SUITE KEYS

Two weeks prior to your move-in, please contact [REDACTED] in writing and specify the number of keys required for company personnel. Two keys for each exterior perimeter locking door of your office will be provided free of charge. Keys for your suite will be provided to a designated representative for your company upon final acceptance of your finished space. Duplicate keys can be obtained through the Management Office for a nominal fee.

5. SIGNAGE REQUEST FORM

The enclosed *DIRECTORY STRIP* and *SUITE SIGN FORMS* need to be completed as soon as possible. The signage forms enable us to accurately process and manufacture signage reflecting your company's name for the building directories and your suite. Please TYPE the form the exact way you would like your signage to appear and return it to the Management Office for processing

6. TENANT INSURANCE

It is important that the Management Office receives your insurance documentation at least 72 hours prior to your move-in. In addition, please be reminded that if you invite service providers into the building (such as movers), you accept responsibility for any incidents that may result on the property due to their presence.

## Moving Company Required Procedures

Your moving company is also required to adhere to the following procedures. Please furnish your moving company with a copy of these guidelines and make sure they have familiarized themselves with them prior to your move.

- The moving company must establish a firm arrival time with the Management Office and provide the name and phone number of a contact person knowledgeable about your move.
- A "moving route" must be established prior to the move. Tiled entrances and stairwell entrances may NOT be used.
- Employees of the moving company will not be permitted access to any part of the building other than the predetermined "moving route".
- All walls, door facings, elevator cabs and other areas along the "moving route" will be inspected by the Management Office and moving company personnel before and after the move. It is the responsibility of the moving company to note any and all existing damages or defects.
- The moving company must provide and install protective coverings on all walls, door facings, elevator cabs and other areas along the "moving route". After completion of the move, the moving company will be held responsible for the repair of any damage caused during the move.
- Clean masonite sections are required as runners on all finished floor areas where heavy furniture or equipment is being moved with wheel or skid type dollies. Masonite sections should be at least 1/4" thick. 4' x 8' sheets are required in the lobby area and corridors; 32" sheets are required in suite doorways.
- Clean plywood sections are required when moving over "sensitive" floors (i.e., stone or tile floors).
- The building can accommodate moderate amounts of trash that may accumulate during your move. Please clearly label all trash with TRASH/BASURA stickers (available in the Management Office) and place in clear view for night pick-up. If you need minor assistance with trash removal during the day, please contact the Management Office and a day porter will be dispatched. If you anticipate accumulation of large amounts of trash, please make special arrangements for removal with the Management Office.
- Only the freight elevator will be used for movement of furniture, equipment and supplies.
- Move-ins of large quantities of furniture, equipment or supplies must take place after 5:30 p.m. on weekdays, weekends (all day) and holidays and only with prior consent from the Management Office.
- Deliveries will not be permitted through the lobby entrances and stairwell entrances.
- No pallet jacks or pallets.
- Employees of the moving company are to be uniformed at all times.

## Service Provider Rules and Regulations

The following regulations apply to the activities of service providers in the office building. The failure of any service provider to comply fully with each of these regulations may result in the permanent denial of admission of the service provider into Park Place Irvine.

1. General solicitation activities in any building are strictly prohibited.
2. A service provider shall be permitted access to the building only pursuant to the request of specific tenants, and then only for the purpose of servicing the requesting tenant's specific premises and no other.
3. No products may be sold from any common areas, nor any of the service provider's property or equipment be deposited in a common area. Where provided, the service provider must utilize building service elevator entrances and service elevators.
4. Tenants' outside service providers are permitted in the building when requested using the guidelines listed herein. The buildings are open to service providers from 7:00 a.m. to 7:00 p.m. Monday through Friday or after hours provided prior notification to management office.
5. Insurance compliant with [REDACTED] requirements is necessary for all service providers.

*Note: The above should not be construed as granting any service provider continuing rights to conduct business within any office building, and [REDACTED] reserves its right to exclude any such service provider from some or all of its buildings, with or without cause, at any time.*

**LBA Realty – PP, LLC  
Park Place**

**INSURANCE REQUIREMENTS FOR CONTRACTORS**

The Building Rules and Regulations for Contractors and Contractor Guidelines require that all contractors performing work at Park Place (the "Building") must carry and maintain in effect, with insurers approved by LBA IV – PPI-A, LLC ("Owner"), insurance with limits not less than the amounts set forth in the contract between Owner or its property manager and Contractor ("Contract") or the lease between Owner and the tenant hiring Contractor ("Lease") (as applicable), but in no event less than the coverage, types, amounts and limits indicated below, with regard to all work performed by or at the direction of Contractor. In the event of a conflict or inconsistency between the Contract or Lease and these Insurance Requirements for Contractors, the Contract or Lease shall control.

(a) **Commercial General Liability** insurance ("CGL") and Commercial Catastrophe or "Umbrella" Excess Liability Insurance ("Excess"), on an "occurrence" basis, covering all operations of Contractor as named insured, including (1) owner's and contractor's protective liability, (2) products/completed operations liability, (3) broad form property damage liability, (4) broad form contractual liability, and (5) pollution as respects work performed, against claims for bodily injury, personal injury, property damage and death. The sum of the CGL and Excess insurance limits shall not be less than \$5,000,000 per occurrence, and \$5,000,000 in the aggregate, with aggregate limits of liability on both the CGL and Excess insurance applying separately to products/completed operations and all other general liability coverage's combined. There shall be no provision limiting coverage for explosion, collapse or underground property damage. The CGL policy shall be written on ISO form CG 0001 07 98 or a substitute providing equivalent coverage.

(b) **Professional Liability** insurance with a limit of not less than \$1,000,000 is required for any design / engineering work including design / build contracts.

(c) **Commercial Automobile Liability** insurance on an "occurrence" basis, with a limit of not less than \$1,000,000 per occurrence against bodily injury and property damage liability arising out of the use by or on behalf of Contractor, its agents and employees, of any owned, non-owned or hired motor vehicle or automotive equipment. Such commercial automobile liability insurance shall include contractual liability coverage unless such coverage is included in the CGL insurance required in Paragraph (a).

(d) **Workers Compensation** as required by the laws of the state in which the Building is located.

(e) **Employers Liability** insurance with a limit of not less than \$1,000,000 per occurrence.

The liability policies required in Paragraph (a) above shall be endorsed to provide the entities listed below with equivalent (or greater) coverage than that provided by ISO form CG 20 10 11 85 (Form B) (note that the current edition of CG 2010 together with CG 20 33 10 01 and CG 20 37 07 04 are acceptable equivalents) and such endorsements shall include the following exact wording:

It is agreed that LBA Realty, LLC, LBA IV – PPI, LLC, LBA IV – PP-PS5, LLC, and LBA IV-PP-Land, LLC and their respective members, managers, partners, officers, affiliates, agents, employees, successors and assigns are additional insureds.

Such additional insured endorsements must be separate from certificates of insurance and it is not acceptable to have the above-referenced language typed or written on the certificates of insurance in lieu of providing Owner with the required endorsements.

Each certificate of insurance and endorsement required hereunder must have an original signature using blue ink, by an authorized representative. Rubber stamped signatures will not be accepted.

Each policy must be written so that the effective (or retroactive) date of the policy is prior to the date of commencement of any of Contractor's services at the Building. All insurance shall be primary and non-contributing with any other coverage and shall contain a cross-liability provision. Each policy shall be maintained with an insurance company reasonably acceptable to Owner and authorized to do business in the state in which the Building is located. Insurance companies rated A IX, or higher, in the most currently available "Best's Insurance Guide" shall be deemed reasonably acceptable to Owner. Contractor shall provide Owner with an endorsement evidencing the fact that each required policy contains a waiver of subrogation in favor of the entities to be covered as additional insureds (as listed above).

The insurance requirements set forth above apply to all other persons, firms or companies engaged or employed by Contractor while performing work at the Building.

One or more original Certificates of Insurance evidencing current policies meeting the above requirements must be submitted by Contractor, for itself and for all of Contractor's subcontractors, to Owner at the Building Management Office prior to the commencement of any work. Such certificate(s) must provide for not less than thirty (30) days' advance written notice to Owner of any cancellation or material change in coverage. Certified copies of all insurance policies shall be delivered to the Building Management Office at Owner's request.

Certificate Holder must be shown exactly as follows:

**LBA Realty-PPI, LLC  
3333 Michelson Drive, Suite 350  
Irvine, CA 92612**

**Department of Transportation - District 12**  
**Equipment and Furniture Inventory**

[illegible]

Attachment 5  
Agreement No. 12A1241

Page 2 of 3

Attachment 5  
Agreement No. 12A1241

Page 3 of 3

**Attachment 6**  
**Agreement No. 12A1241**

**Department of Transportation - District 12**  
**Modular Systems Furniture Inventory**

| <b>Modular Systems Furniture</b> |  | <b>3355 Michelson, Suite 400</b> | Modular Systems Furniture To | <b>3351 Michelson, Suite 300</b> | Modular Systems Furniture To | <b>3337 Michelson, Suite CN 380</b> | Modular Systems Furniture To | <b>TOTAL</b>  |
|----------------------------------|--|----------------------------------|------------------------------|----------------------------------|------------------------------|-------------------------------------|------------------------------|---------------|
| Articulating Keyboard Pad        |  |                                  | 245                          |                                  | 264                          |                                     | 12                           | <b>521</b>    |
| Pencil Drawer                    |  |                                  | 245                          |                                  | 264                          |                                     | 12                           | <b>521</b>    |
| Make-A-Corner                    |  |                                  | 245                          |                                  | 264                          |                                     | 12                           | <b>521</b>    |
| Pedestal File                    |  |                                  | 490                          |                                  | 528                          |                                     | 24                           | <b>1,042</b>  |
| Panels                           |  |                                  | 1,964                        |                                  | 1,994                        |                                     | 108                          | <b>4,066</b>  |
| Flipper                          |  |                                  | 1,176                        |                                  | 1,383                        |                                     | 63                           | <b>2,622</b>  |
| Tack Board                       |  |                                  | 1,192                        |                                  | 1,412                        |                                     | 60                           | <b>2,664</b>  |
| Task Light                       |  |                                  | 877                          |                                  | 957                          |                                     | 45                           | <b>1,879</b>  |
| Lateral File Bin                 |  |                                  | 702                          |                                  | 884                          |                                     | 36                           | <b>1,622</b>  |
| Shelf                            |  |                                  | 185                          |                                  | 229                          |                                     | 9                            | <b>423</b>    |
| Work Surface                     |  |                                  | 1,078                        |                                  | 1,123                        |                                     | 51                           | <b>2,252</b>  |
| Work Surface Support             |  |                                  |                              |                                  |                              |                                     |                              | <b>0</b>      |
| Cantilever                       |  |                                  |                              |                                  |                              |                                     |                              | <b>0</b>      |
| <b>TOTAL</b>                     |  |                                  | <b>8,399</b>                 |                                  | <b>9,302</b>                 |                                     | <b>432</b>                   | <b>18,133</b> |

**PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF  
INDUSTRIAL RELATIONS PURSUANT TO GOVERNMENT CODE, SECTION 14920**

**Determination: ORA-2009-1**

**Issue Date:** May 18, 2009

**Expiration Date:** September 30, 2009\* Effective until superseded by a new determination issued by the Director of Industrial Relations. Contact the Division of Labor Statistics and Research at (415) 703-4774 for new rates after 10 days from expiration date, if no subsequent determination is issued.

**Locality:** Orange County

**Craft:** Furniture Mover and Related Classifications

| <u>Wage Rate</u>          | <u>Basic Straight-Time</u> |
|---------------------------|----------------------------|
| <u>Classification (s)</u> | <u>Hourly Rate</u>         |
| Mover, Packer             | \$16.57*                   |
| Driver                    | \$17.16*                   |
| Helper                    | \$15.52*                   |

**Employer Payments:**

|                                |                                 |
|--------------------------------|---------------------------------|
| <u>Health and Welfare:</u>     | \$2.60 per hour worked          |
| <u>Pension:</u>                | \$2.53 per hour worked.         |
| <u>Sick (6 days per year):</u> | \$0.38 per hour worked (Mover)  |
|                                | \$0.40 per hour worked (Driver) |
|                                | \$0.36 per hour worked (Helper) |
| <u>Vacation/Holiday:</u>       |                                 |
| 60 days to 18 months           | \$0.51 per hour worked (Mover)  |
|                                | \$0.53 per hour worked (Driver) |
|                                | \$0.48 per hour worked (Helper) |
| 18 - 24 months                 | \$0.83 per hour worked (Mover)  |
|                                | \$0.86 per hour worked (Driver) |
|                                | \$0.78 per hour worked (Helper) |
| 24 - 36 months                 | \$0.96 per hour worked (Mover)  |
|                                | \$0.99 per hour worked (Driver) |
|                                | \$0.90 per hour worked (Helper) |
| 3 - 10 years                   | \$1.27 per hour worked (Mover)  |
|                                | \$1.32 per hour worked (Driver) |
|                                | \$1.19 per hour worked (Helper) |
| 10-15 years                    | \$1.59 per hour worked (Mover)  |
|                                | \$1.65 per hour worked (Driver) |
|                                | \$1.49 per hour worked (Helper) |
| Over 15 years                  | \$1.91 per hour worked (Mover)  |
|                                | \$1.98 per hour worked (Driver) |
|                                | \$1.79 per hour worked (Helper) |

**Overtime:** For all work performed in excess of eight (8) straight time hours per day or forty (40) straight time hours per week, all employees shall receive the overtime rate of one and one-half (1-1/2) times the regular hourly rate.

**Recognized Holidays:** New Year's Day, Washington's Birthday (President's Day), Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Day before Christmas and Christmas Day. After 2 years of continuous service: Employee's Birthday and one Floating Holiday. Any holiday falling on Sunday shall be observed on the following Monday.

**Travel and Subsistence:** When an employee is ordered to report (but not when he requests relocation) to a branch or warehouse, other than where his seniority is listed, he shall be paid excess time and mileage; when an employee drives less mileage than he regularly drives, he will not receive such time and mileage. Once ordered to report to any place of work, and thereafter told to report to another location to start work, an employee shall receive time and mileage from the original place he was ordered to report. Temporary warehouses will not be considered a different jobsite.

**ATTACHMENT 14**  
Proposed Commercial Service Agreement

|                     |
|---------------------|
| AGREEMENT NUMBER    |
| REGISTRATION NUMBER |

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

STATE AGENCY'S NAME

**Department of Transportation**

CONTRACTOR'S NAME

**TBD (To Be Determined)**

2. The term of this **Est. 02/01/10** through **Est. – 09/30/10**  
Agreement is:

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

**Note to Bidders:**

The following pages represent a sample of the Agreement that will be awarded, if any, from this IFB. Review it carefully and present any questions in writing to the contact identified for this IFB.

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

|                                                                                                     |         |
|-----------------------------------------------------------------------------------------------------|---------|
| <b>Exhibit A</b> – Scope of Work                                                                    | 8 Pages |
| <b>Exhibit B</b> – Budget Detail and Payment Provisions                                             | 8 Pages |
| <b>Exhibit C*</b> – General Terms and Conditions (Electronic File: GTC 307)                         |         |
| <b>Exhibit D</b> - Special Terms and Conditions                                                     | 4 Pages |
| <b>Exhibit E</b> – Additional Provisions                                                            | 2 Pages |
| <b>Attachment 1</b> - Bid Proposal                                                                  | 2 Pages |
| <b>Attachment 2</b> – Bidder Declaration Form, GSPD-05-105                                          | 2 Pages |
| <b>Attachment 3</b> – Move Schedule (Draft Only)                                                    | 3 Pages |
| <b>Attachment 4</b> – Moving Guidelines                                                             | 4 Pages |
| <b>Attachment 5</b> – Equipment and Furniture Inventory                                             | 3 Pages |
| <b>Attachment 6</b> – Modular Systems Furniture Inventory                                           | 1 Page  |
| <b>Attachment 7</b> – Prevailing Wage Determination For Furniture Mover and Related Classifications | 1 Page  |

Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this Agreement as if attached hereto. These documents can be viewed at <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>

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

**CONTRACTOR**

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

**TBD**

BY (Authorized Signature)

DATE SIGNED (Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

**STATE OF CALIFORNIA**

AGENCY NAME

**Department of Transportation (Department)**

BY (Authorized Signature)

DATE SIGNED (Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

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

**California Department of  
General Services Use Only**

☐ Exempt per:

**EXHIBIT A**  
**Commercial Service**

**SCOPE OF WORK**

1. Contractor agrees to provide Moving Services to the Department of Transportation (Caltrans), as described herein:

The Contractor will be required to furnish labor, materials, tools and equipment necessary to move furniture, fixtures and equipment necessary to move furniture, fixtures and equipment, including but not limited to furniture, files, State-owned plants, boxes, office contents, libraries, telephones, computers and hardware for approximately 636 employees.

2. The services shall be performed at the new District 12 Headquarters office in Irvine and office buildings in Irvine located at the following:

3347 Michelson Drive, Suites 100, 250, 300, 400

3355 Michelson Drive, Suite 400

3351 Michelson Drive, Suite 300

3337 Michelson Drive, Suite CN380

District 7 Headquarters office buildings in Los Angeles (100 South Main Street, Los Angeles)

HQ Warehouse in West Sacramento (1810 Enterprise Boulevard, West Sacramento)

3. This Agreement will commence on **(estimate - 02/01/10)** or upon approval by the Department of General Services (DGS), whichever is later and no work shall begin before that time. This Agreement is of no effect unless approved by DGS. The Contractor shall not receive payment for work performed prior to approval of the Agreement and before receipt of notice to proceed by the Caltrans Contract Manager. This Agreement shall expire on **(estimate – 09/30/10)**. Move phases will be conducted beginning on a Thursday or Friday at 5:30 p.m. and weekends. The parties may amend this Agreement as permitted by law.

4. All inquiries during the term of this Agreement will be directed to the project representatives listed below:

|                      |                        |
|----------------------|------------------------|
| Caltrans: <b>TBD</b> | Contractor: <b>TBD</b> |
| Section/Unit:        | Section/Unit:          |
| Contract Manager:    | Project Manager:       |
| Address:             | Address:               |
|                      |                        |
| Bus. Phone No.:      | Bus. Phone No.:        |
| Fax No:              | Fax No:                |

**EXHIBIT A**  
**Commercial Service**

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

**A. GENERAL DESCRIPTION OF WORK**

Contractor will furnish all labor, materials, tools and equipment necessary to move furniture, fixtures and equipment (FF&E), including, but not limited to, furniture, files, State-owned plants, boxes, office contents, libraries, telephones, computers and hardware for approximately 636 employees.

**B. LOCATIONS**

3337 Michelson Drive, Suite CN 380, Irvine  
3347 Michelson Drive, Suite 100, Irvine  
3351 Michelson Drive, Suite 300, Irvine  
3355 Michelson Drive, Suite 400, Irvine

Move items to:

3347 Michelson Drive, Suites 100, 250, 300, 400, Irvine  
100 South Main Street, Los Angeles  
1810 Enterprise Boulevard, West Sacramento

**C. DATES/TIMES OF MOVE**

This will be a phased move beginning **TBD** and will be completed by **TBD** (Attachment 3 - Move Schedule). Move phases will be conducted beginning on Thursday or Friday at 5:30 p.m. and weekends.

**D. PERTINENT DATA**

1. Contractor shall adhere to all dock and elevator access protocol and security procedures established by the respective building owners and building managers at all facilities. Contractor shall adhere to Property Manager's moving guidelines, procedures and insurance requirements (See Attachment 4 – Property Manager's Procedures and Requirements).
2. Contractor shall be responsible for providing all labor and materials required for bracing/bolting, or anchoring all freestanding furniture over 60" in height.
3. Contractor shall be responsible for providing all labor and materials for unsecuring and unbolting all furniture and equipment, such as bulletin boards, bookshelves, racks and cabinets.

**EXHIBIT A**  
**Commercial Service**

4. Contractor shall be responsible for inventorying and disassembling modular systems furniture, map holders, bracing on file and other cabinets, and hanging map files (Attachment 5 - Equipment and Furniture Inventory and Attachment 6-Modular Systems Furniture Inventory).
5. Contractor must utilize a Haworth recognized vendor to provide inventory, disassemble and relocation services for modular systems furniture to be moved. Contractor must provide the pallets and palletize the disassembled modular systems furniture prior to relocation (Attachment 6 - Modular Systems Furniture Inventory).
6. Contract shall adhere to property manager's moving guidelines, procedures and insurance requirements (Attachment 4 – Property Manager's Procedures and Requirements).
7. Contractor's moving staff must be able to place labeled boxes/items being moved in the correct locations without disturbing State Staff. Only the contractor's designated supervisors shall disturb/ask for assistance from State staff.
8. Contractor shall move all furniture, fixtures and equipment (FF&E) identified on the Inventory (Attachment 5 – Equipment and Furniture Inventory) to the designated areas of the new facility located at 3347 Michelson Drive, Suites 100, 200, 300 and 400. The inventory provides specific information regarding quantities, description of items, and details of all work to be provided by the Contractor. It is the Contractor's sole responsibility to verify all inventory lists.
9. Contractor must utilize experienced and trained movers/subcontractors for all aspects of this move.
10. "Moving routes" must be established prior to the move. Tiled entrances may not be used.
11. All computers, computer components, computer-related equipment, printers, telephones, and fax machines along with their respective stands from all locations moving during a phase must be moved on the first truck load. Contractor shall immediately unload and place as labeled by the State. No other FF&E shall be included with the initial information technology equipment move unless otherwise directed by State's Contract Manager or designated representative. Contractor shall place all computers and computer components on work surface of designated workstations at the new site.

**EXHIBIT A**  
**Commercial Service**

12. Contractor shall provide equipment carts designed to transport computer items and library/files. (Using trashcans to carry computer components will not be acceptable). Accordingly, Contractor shall exercise extreme care in the loading, transporting, unloading, and setting up of all computer components. Contractor will not be responsible for plugging in any equipment or hooking up electrical or data cables, which are to be coiled and taped together for each component.
13. Contractor shall supply and deliver sufficient carts, standard new or used 1.5 cubic foot auto-fold cartons (boxes), and packaging tape at least two (4) weeks prior to each move phase for early packing by State employees, as directed by State's Contract Manager or designated representative. Additionally, Contractor shall supply and deliver to State blank colored labels in ten (10) different colors for the boxes prior to the move as directed by State's Contract Manager or designated representative.
14. Contractor shall assume that 90% of all moving boxes will be returned to Contractor after each phase of the move-in. Contractor will be responsible for the pick up of all moving boxes, within 48 hours of notification from State.
15. Contractor shall assume that more than one trip will be necessary to collect all boxes after the move-in.
16. Contractor shall provide two (2) movers at the new facility on the first Monday following each staff move to assist with post move-related issues (furniture, moving boxes, and equipment moved to the wrong location, etc). For bidding purposes, Contractor shall assume that each of these movers will work a full day (8 hours), beginning at 8:00 a.m.
17. Contractor will be responsible for loading, shrink wrapping (at mover's discretion), and unloading all equipment.
18. Contractor shall be responsible for scheduling, supplying, installing and uninstalling all materials required to fully protect both the existing and new facility as required by the respective building owners and building managers at all facilities (Attachment 4 – Property Manager's Procedures and Requirements). Specific items that will require protection will include, but are not limited to, elevators, lobby floors, doorframes, floor coverings, wall corners, glass panels, etc.
19. Contractor shall be responsible for removal and vacuuming up of all residual moving debris left in and around the entire new facility and all vacated premises.

**EXHIBIT A**  
**Commercial Service**

20. Contractor shall be solely responsible for obtaining and complying with with all elevator weights prior to the move (Attachment 2-Property Manager's Procedures and Requirements). Contractor shall be responsible for any damage to elevators by the Contractor. Only the freight elevator shall be used for movement of furniture, equipment and supplies.
21. Contractor shall be responsible for neatly placing all contents, including seating, inside workstations and hardwalled offices/rooms. Hardwalled offices/rooms layouts will be posted outside each office or room.
22. Contractor shall be responsible for coordinating the delivery of boxes and equipment and for building protection, including elevator usage, parking and building access with State's Contract Manager or designated representative (Attachment 2-Property Manager's Procedure and Requirements).
23. Contractor shall attend pre-move meetings with the State Contract Manager or designated representative as required by the State's Contract Manager or designated representative. Meetings will be scheduled by State Contract Manager or designated representative and will be held in Irvine.
24. Due to security reasons, Contractor and all moving staff shall be required to dress in clearly marked matching uniforms with nametags. Assigned move supervisors shall be required to wear a uniform that is different from the moving staff to be clearly identified at all times.
25. Contractor shall be required to provide radio/cellular communications with Contractor's supervisors at point of origin and point of destination at all times during the move. Contractor shall provide State's Contract Manager and designated representative with all radio/cellular telephone numbers prior to beginning any work.
26. Contractor must submit a written truck staging plan to State's Contract Manager or designated representative prior to beginning each phase move. Contractor must obtain approval of the truck-staging plan from the building owners/building managers as identified by State's Contractor Manager or designated representative. The State's Contract Manager or designated representative shall assist Contractor in identifying/contacting building owners/managers.
27. Contractor shall be responsible for obtaining all required permits for the move. Copies of all required permits shall be provided to State's Contract Manager or designated representative prior to the move. Private vehicle on site parking will not be provided.

**EXHIBIT A**  
**Commercial Service**

28. Contractor shall protect all equipment (including, but not limited to computers, printers, faxes, phones) and all exposed books, plans, or other documents against bad weather, water damage, and theft.
29. Contractor must provide continuous supervision for all trucks, whether fully or partially loaded (i.e. one (1) person per truck). At no time shall Contractor leave any loaded truck without supervision.
30. Contractor shall be responsible for the removal of all the Contractor's trash. On-site dumpsters will not be available for any trash disposal.
31. Contractor shall be responsible to identify, in advance of the move, an acceptable means of moving all items that will not fit in the specified elevators.
32. Contractor shall furnish all materials and equipment necessary to package computer components (such as mouse, mouse pads, cables, keyboard, speakers) at the existing site in a box or a large Ziploc bag with a color-coded label. Contractor shall assume one box or Ziploc bag per computer. Contractor will also supply materials and equipment necessary to secure (such as bundling, taping) scanner, printer, and fax cabling.
33. Sufficient notice/schedules will typically be provided to the Contractor. However, short or emergency response times by the contractor may be requested or required.

**F. DAMAGES**

1. Contractor shall be responsible for any damage to buildings and their components including without restriction, stairwells, entryways and elevators caused by Contractor, Contractor's employees, and/or subcontractors.
2. Contractor shall attend a mandatory pre-move walk through of each facility with the State's Contract Manager or designated representative and Building Management Office representative to identify areas in which the Contractor will be working. All identified damage shall be documented and signed by the Contractor and the State's Contract Manager or designated representative prior to commencement of the first moving phase.
3. Contractor shall attend a mandatory post-move walk through of each facility with the State's Contract Manager or designated representative and Building Management Office representative to identify and document any mover-related damages to the existing facilities and the new facility areas in which

**EXHIBIT A**  
**Commercial Service**

the Contractor has worked. All damage identified to have been caused by the Contractor shall be documented and signed by the Contractor and the State's Contract Manager or designated representative.

4. Contractor shall be responsible to pay for all damage caused by the Contractor. Contractor shall be solely responsible to replace, at full value, all furniture, fixtures and equipment damaged or lost by Contractor. State shall have fifteen (15) business days from date of the mandatory post-move walk through to submit a written claim to the Contractor.

**G. RESPONSIBILITIES OF STATE**

1. Packing contents of offices and systems furniture workstations.
2. Packing contents of filing cabinets, bookcases, desks, unless otherwise noted on the inventory.
3. Packing contents of break rooms, kitchen areas and conference rooms.
4. Disconnecting all computers and computer components and packing them in Contractor supplied boxes or Ziploc bags.
5. Disconnecting all printers, faxes and other equipment.
6. Attaching color-coded move labels to all furniture, fixtures and equipment scheduled to be moved.
7. Developing and posting office and common area layouts at the new facility to show exact locations of all information technology (I.T.) equipment, file cabinets, bookcases, map files.
8. Developing a numbering system and color-code system for labels.
9. Removing all valuables, breakables, and personal items, including personal plants.
10. Disconnecting/reconnecting of I.T. infrastructure including servers, hubs, racks, patch panels, etc. Contractor shall be responsible for the transporting of I.T. infrastructure to new facility.

**EXHIBIT A**  
**Commercial Service**

**H. GENERAL NOTES**

1. "Contractor" as used in this document includes all employee and supervisory movers, subcontractors to the Contractor, drivers, agents.
2. Pre-move meetings will be required at the new site.
3. Caltrans will be purchasing new furniture that will be delivered and installed at the new site by others.
4. Caltrans reserves the right to make changes to the move-in schedule dates and times.
5. Caltrans reserves the right to terminate the services of any contractor or subcontractor if contract requirements are not met, performance issues arise, or as a result of unresolved personnel concerns.
6. Contractor is advised that other trades will be working within and around the new facility throughout the move.

**EXHIBIT B**  
**Commercial Service**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. Invoicing and Payment**

- A. For services satisfactorily rendered and approved by the Caltrans Contract Manager, and upon receipt and approval of the invoices, Caltrans agrees to compensate the Contractor in accordance with the Bid Proposal, **Attachment 1**. Incomplete or disputed invoices shall be returned to the Contractor, unpaid, for correction.
- B. Invoices shall be itemized in accordance with the Bid Proposal, **Attachment 1**, and shall be signed and submitted in triplicate not more frequently than monthly, in arrears of the service.
- C. Each invoice shall include:
  - 1) Agreement Number
  - 2) Dates of Service
  - 3) Location of Service (Move from and Move to Location)
  - 4) Number of Helpers/Hours Worked
  - 5) Number of Drivers/Hours Worked
  - 6) Certified Payroll (legible); First Payroll to include Name, Address & SSN
  - 7) Classification and Group Number Identified
  - 8) Check Number or Direct Deposit Tracking Number
- D. Each invoice shall be submitted in triplicate to:

Department of Transportation  
Office/Unit Name, MS Number  
Attention: Contract Manager's Name  
Office Address
- E. The Contractor shall submit a certified copy of all payroll records for verification by the Caltrans Contract Manager and/or Designee with each invoice. Delinquent or inadequate certified payrolls or other required documents will result in the withholding of payment until such documents are submitted by the Contractor.
- F. Caltrans will honor cash discounts and will make payment to the Contractor in accordance with the cash discount terms specified on the invoice, provided requirements of the Agreement have been met. Discount must be a minimum of one half of 1% of the amount due, but not less than \$25.00.

**EXHIBIT B**  
**Commercial Service**

**2. Budget Contingency Clause**

- A. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional or legislative appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to the State of California by the United States Government or the California State Legislature for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms or funding of this Agreement in any manner.
- C. It is mutually agreed that if the Congress or the State Legislature does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- D. Caltrans has the option to terminate the Agreement under the 30-day termination clause or to amend the Agreement to reflect any reduction of funds. Refer to Exhibit D. 3. B. Termination.

**3. Prompt Payment Clause**

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

**4. Cost Limitation**

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

**5. Excise Tax**

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

**6. Inclusive Costs**

- A. The cost of employer payments to or on behalf of employees, subsistence, travel, compensation insurance premiums, unemployment contributions, social security taxes, Agreement bond premiums, and any other taxes or assessments INCLUDING

**EXHIBIT B**  
**Commercial Service**

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 <http://www.dir.ca.gov/DLSR/PWD/>.

**7. Payroll Records**

- A. The Contractor and each Subcontractor shall comply with the following provisions. The Contractor shall be responsible for compliance by their Subcontractors.
- 1) Each Contractor and Subcontractor shall keep accurate payroll records and supporting documents as mandated by Section 1776 of the California Labor Code and as defined in Section 16000 of Title 8 of the California Code of Regulations, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor or Subcontractor in connection with the public work. Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
    - a) The information contained in the payroll record is true and correct.
    - b) The employer has complied with the requirements of California Labor Code Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.
  - 2) The payroll records, enumerated under paragraph (1) above, shall be certified. 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 the 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, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations. Certified payrolls submitted to Caltrans, the Division of Labor Standards Enforcement and the Division of Apprenticeship Standards shall not be altered or obliterated by the Contractor.

**EXHIBIT B**  
**Commercial Service**

- c) The public shall not be given access to certified payroll records by the Contractor. The Contractor is required to forward any requests for certified payrolls to the Caltrans Contract Manager by both facsimile and regular mail on the business day following receipt of the 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 ten (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 obliterated in such a manner as to prevent disclosure of each individual's name, address and social security number. The name and address of the Contractor awarded the Agreement or performing the Agreement shall not be marked or obliterated.
  - f) The 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) The Contractor or Subcontractor shall have ten (10) days in which to comply subsequent to receipt of written notice requesting the records enumerated in paragraph (1) above. In the event the Contractor or Subcontractor fails to comply within the ten (10)-day period, it shall, as a penalty to Caltrans, forfeit twenty-five dollars (\$25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Such penalties shall be withheld by Caltrans from payments then due. A Contractor is not subject to a penalty assessment pursuant to this section due to the failure of a Subcontractor to comply with this section.
- B. The penalties specified in paragraph 6 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 the Contractor. Penalties assessed for failure to submit certified payrolls are forfeitures and not retentions that will be returned to the Contractor.
- C. Payrolls shall contain the full name, address and social security number of each employee, the correct work classification (including apprentices, if applicable), rate of pay, daily and weekly number of hours worked, itemized deductions made and actual wages paid. The employee's address and social security number need only appear on the first payroll on which his name appears. The payroll shall be accompanied by a "Statement of Compliance" signed by the employer or employer's agent indicating that the payrolls are correct and complete and that the wage rates contained therein are not less than those required by the Agreement. The "Statement of Compliance" shall be on forms furnished by Caltrans or on any form with identical wording. Any payroll that does not include the required "Statement of Compliance" will be deemed inadequate and

**EXHIBIT B**  
**Commercial Service**

unacceptable. The Contractor shall be responsible for the submission of copies of payrolls of all Subcontractors.

- D. The Contractor and each Subcontractor shall preserve their payroll records for a period of three (3) years from the date of completion of the Agreement.
- E. The Contractor shall submit a certified copy of all payroll records for verification by the Caltrans Contract Manager and/or Designee with each invoice. When progress payments are called for, the Contractor shall submit a certified copy of all payroll records for verification for the work completed to date with each invoice. Delinquent or inadequate certified payrolls or other required documents will result in the withholding of payment until such documents are submitted by the Contractor.
- F. The 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 of the provisions of this clause.

**8. Penalty**

- A. The Contractor and any Subcontractor under the Contractor shall comply with Labor Code (LC) Sections 1774 and 1775. In accordance with said LABOR CODE Section 1775, the Contractor shall forfeit, as a penalty to Caltrans, not more than fifty dollars (\$50) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates for such work or craft in which such worker is employed for any public work done under the Agreement by him or her, or by any Subcontractor under him/her, in violation of the provisions of the Labor Code and, in particular, Labor Code Sections 1775 to 1780, inclusively.
- B. The amount of this forfeiture shall be determined by the Labor Commissioner and shall be based on consideration of the mistake, inadvertence, or neglect of the Contractor or Subcontractor in failing to pay the correct rate of prevailing wages, or the previous record of the Contractor or Subcontractor in meeting his or her prevailing wage obligations, or a Contractor's willful failure to pay the correct rates of prevailing wages. A mistake, inadvertence, or neglect in failing to pay the correct rate of prevailing wages is not excusable if the Contractor or Subcontractor had knowledge of the obligations under the Labor Code. Any Contractor that executes and receives a copy of this Agreement is deemed to have knowledge of his or her obligations regarding the Labor Code's prevailing wage requirements. In addition to the penalty and pursuant to Labor Code Section 1775, the difference between the prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate shall be paid to each worker by the Contractor or Subcontractor.
- C. If a worker employed by a Subcontractor on a public works project is not paid the general prevailing per diem wages by the Subcontractor, the prime Contractor of the project is

**EXHIBIT B**  
**Commercial Service**

not liable for any penalties described above unless the prime Contractor had knowledge of that failure of the Subcontractor to pay the specified prevailing rate of wages to those workers or unless the prime Contractor fails to comply with all of the following requirements:

- 1) The Agreement executed between the Contractor and the Subcontractor for the performance of work on the public works project shall include a copy of the provisions of LABOR CODE Sections 1771, 1775, 1775.5, 1776, 1813 and 1815.
  - 2) The Contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the Subcontractor to the employees by periodic review of the certified payroll records of the Subcontractor.
  - 3) Upon becoming aware of the failure of the Subcontractor to pay his or her workers the specific prevailing rate of wage, the Contractor shall diligently take corrective action to halt or rectify the failure, including, but not limited, to retaining sufficient funds due the Subcontractor for work performed on the public works project.
  - 4) Prior to making final payment to the Subcontractor for work performed on the public works project, the Contractor shall obtain an affidavit signed under penalty of perjury for the Subcontractor that the Subcontractor has paid the specified general prevailing rate of per diem wages to his or her employees on the public works project and any amounts due pursuant to LABOR CODE Section 1813.
- D. Pursuant to Section 1775 of the Labor Code, Caltrans shall notify the Contractor on a public works project within 15 days of receipt of a complaint that a Subcontractor has failed to pay workers the general prevailing rate of per diem wages.
- E. If 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, the Contractor shall withhold an amount of moneys due the Subcontractor sufficient to pay those employees the general prevailing rate of per diem wages if requested by Caltrans.
- F. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this clause.

**9. State General Prevailing Wage Rates**

- A. The Contractor agrees to comply with all of the applicable provisions of the Labor Code including, those provisions requiring the payment of not less than the general prevailing rate of wages. The Contractor further agrees to the penalties and forfeitures provided in said Code in the event a violation of any of the provisions occurs in the execution of this Agreement.
- B. Pursuant to Section 1771.5 of the Labor Code, not less than the general prevailing wage rate of per diem wages and the general prevailing rate of per diem wages for holiday and

**EXHIBIT B**  
**Commercial Service**

overtime work for work of a similar character in the county in which the work is to be performed shall be paid to all workers employed on this Agreement, if this Agreement is for:

- 1) More than \$25,000 for public works construction or,
  - 2) More than \$15,000 for the alteration, demolition, installation, repair, or maintenance of public works.
- C. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this clause.

**10. Special Wage Determination for Furniture Moving, Attachment 7**

Government Code section 14920(b): In establishing procedures for obtaining commercial moving services under competitive bid contracts the department shall act in accordance with the following:

Every contract (and any bid specification therefor) hereby authorized and entered into by the state in excess of two thousand five hundred dollars (\$2,500), the principal purpose of which is to furnish commercial moving services to relocate state offices, facilities and institutions, shall specify that no contractor performing thereunder shall pay any employee actually engaged in the moving or handling of goods being relocated under such contract less than the prevailing wage rate, except consideration may be given to bids not conforming with these employee cost provisions in areas where no such employee wage standards and conditions are reasonably available. The term "prevailing wage rate," as used in this subdivision, means the rate paid to a majority of workmen engaged in the particular craft, classification or type of work within the locality if a majority of such workmen be paid at a single rate; if paid the greater number. The determination required by this subdivision of wage rates prevailing in a given area shall be made by the Department of Industrial Relations.

**11. State Prevailing Wage Rate Determinations**

- A. The General Prevailing Wage Rate Determinations applicable to the project are available and on file with the Department's Regional/District Labor Compliance Office. These wage rate determinations are made a specific part of this 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 Department of Industrial Relations Internet site at:  
<http://www.dir.ca.gov/>
- C. After award of the Agreement, and prior to commencing work, all applicable General Prevailing Wage Rate Determinations are to be obtained by the Contractor from the

**EXHIBIT B**  
**Commercial Service**

Department's District/Regional Labor Compliance Officer. These wage rate determinations are to be posted by the Contractor at the job site in accordance with Section 1773.2 of the California Labor Code.

- D. Questions pertaining to predetermined wage rates should be directed to the Department's Regional or District Labor Compliance Office.

**12. Hours of Labor**

- A. Eight (8) hours labor constitutes a legal day's work. The Contractor shall forfeit, as a penalty to the State of California, twenty-five dollars (\$25.00) for each worker employed in the execution of the Agreement by the Contractor or any Subcontractor under the Contractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of the Labor Code, and in particular Sections 1810 to 1815 thereof, inclusive, except that work performed by employees in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day and forty (40) hours in any week, at not less than one and one-half times the basic rate of pay, as provided in Section 1815.
- B. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this clause.

**13. Employment of Apprentices**

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

**EXHIBIT D**  
**Commercial Service**

**SPECIAL TERMS AND CONDITIONS**

**1. Settlement of Disputes**

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

**2. Subcontractors**

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

**3. Termination**

- A. Caltrans reserves the right to terminate this Agreement without cause upon thirty (30) days written notice to the Contractor or immediately in the event of material breach by the Contractor.
- B. In the event that the total Agreement amount is expended prior to the expiration date, the State may, at its discretion, terminate this Agreement with 30 days notice to Contractor.

**4. Retention of Records/Audits**

- A. For the purpose of determining compliance with Public Contract Code Section 10115, *et seq.* and Title 21, California Code of Regulations, Chapter 21, Section 2500 *et seq.*,

**EXHIBIT D**  
**Commercial Service**

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

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

**5. Default**

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

**6. Disabled Veterans Business Enterprise (DVBE) Participation (Without Goals)**

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

**7. Laws to be Observed**

The Contractor shall keep fully informed of all existing and future state and federal laws and county and municipal ordinances and regulations which in any manner affect those engaged or employed in the work, the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Contractor shall at all times observe and comply with, and shall cause all agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders, and decrees of bodies or tribunals having any jurisdiction or authority over the work. The Contractor

**EXHIBIT D**  
**Commercial Service**

shall protect and indemnify the State of California and all officers and employees thereof connected with the work against any claim, injury, or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the Contractor, a Subcontractor(s), or an employee(s). If any discrepancy or inconsistency is discovered in the plans, drawings, specifications, or Agreement for the work in relation to any such law, ordinance, regulation, order, or decree, the Contractor shall immediately report the same to the Caltrans Contract Manager in writing.

**8. Specific Statutory Reference**

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

**9. Equipment Indemnification**

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

**10. Force Majeure**

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

**EXHIBIT D**  
**Commercial Service**

**11. Employment of Undocumented Aliens**

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

**EXHIBIT E**  
**Commercial Service**

**ADDITIONAL PROVISIONS**

**1. Liability Insurance Provisions**

- A. Contractor is responsible for any deductible or self-insured retention contained within the insurance program.
- B. The Insurance policy shall contain a provision that states that coverage will not be cancelled without 30 days prior written notice to Caltrans.
- C. Coverage must be in force for the complete term of this Agreement. If insurance expires during the term of this Agreement, a new certificate must be received by Caltrans at least ten (10) days prior to the expiration of this insurance. This new insurance must still meet the terms of this Agreement.
- D. In the event Contractor fails to keep in effect at all times the specified insurance coverage, Caltrans may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event, subject to the provisions of the Agreement.
- E. Any insurance required to be carried shall be primary, and not excess, to any other insurance carried by the State.
- F. Caltrans will not be responsible for any premiums or assessments on the policy.

**1) Commercial General Liability**

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

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

**2) Automobile Liability**

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

**EXHIBIT E**  
**Commercial Service**

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

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

**3) Workers' Compensation**

- a) Contractor shall maintain statutory workers' compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Agreement. Employer's liability limits of **\$1,000,000** per incident shall be required.
- b) In addition, whenever the performance of work is on State property or State controlled property, the State requires a Waiver of Subrogation for the Worker's Compensation Insurance.

**3. Motor Carrier Permit Requirements**

Contractor must have a valid Motor Carrier Permit issued from the Department of Motor Vehicles (DMV). Contractor shall pay fee to obtain and maintain, in good standing, all necessary licenses and permits to accomplish work under this Agreement.

**Attachment 11**  
**IFB Number 12A1241**

STATE OF CALIFORNIA  
Department of Transportation  
ADM 2038 (Revised 12/2006)  
Page 1 of 2

(Following two lines to be completed by Department of Transportation)

|                                         |                                    |                                      |
|-----------------------------------------|------------------------------------|--------------------------------------|
| Acquisition Analyst:<br>Jean P. Mallare |                                    | Contract or PO #:<br>IFB No. 12A1241 |
| Phone:<br>(916) 227-6132                | E-mail:<br>jean_mallare@dot.ca.gov |                                      |

**Recycled-Content Certification**

All businesses shall certify in writing to the contracting officer or his or her representative the minimum percentage, if not exact percentage, of postconsumer material in the products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the minimum content requirements specified in law (see back for minimum content requirements). The certification shall be furnished under penalty of perjury. The certification shall be provided regardless of content, even if the product contains no recycled material. A State agency may waive the certification requirement if the percentage of postconsumer material in the products, materials, goods, or supplies can be verified in a written advertisement, including, but not limited to, a product label, a catalog, or a manufacturer or vendor internet web site. (Reference: Public Contract Code (PCC) Section 12205)

Contractor's Name \_\_\_\_\_ Date \_\_\_\_\_  
Address \_\_\_\_\_ Phone \_\_\_\_\_  
Fax \_\_\_\_\_ E-mail \_\_\_\_\_ Web site \_\_\_\_\_

| Quantity | Unit of Measure | Unit Cost | Purchase Order #: | Product Manufacturer | Product Description / Brand | <sup>1</sup> Percent Postconsumer Material | <sup>2</sup> SABRC Product Category Code | Meets SABRC |
|----------|-----------------|-----------|-------------------|----------------------|-----------------------------|--------------------------------------------|------------------------------------------|-------------|
|          |                 |           |                   |                      |                             |                                            |                                          |             |
|          |                 |           |                   |                      |                             |                                            |                                          |             |
|          |                 |           |                   |                      |                             |                                            |                                          |             |
|          |                 |           |                   |                      |                             |                                            |                                          |             |
|          |                 |           |                   |                      |                             |                                            |                                          |             |
|          |                 |           |                   |                      |                             |                                            |                                          |             |
|          |                 |           |                   |                      |                             |                                            |                                          |             |

If the product does not belong in any of the product categories, enter "N/A." Common "N/A" products include wood products, natural textiles, aggregate, concrete, and electronics such as computers, TV, software on a disk or CD, and telephones.

I certify that the above information is true. I further certify that these environmental claims for recycled content regarding these products are consistent with the Federal Trade Commission's Environmental Marketing Guidelines in accordance with PCC §12404.

\_\_\_\_\_  
Print name Signature Company Date

**Attachment 11**  
**IFB Number 12A1241**

(See footnotes on the back of this page.)

STATE OF CALIFORNIA  
Department of Transportation  
ADM 2038 (Revised 12/2006)  
Page 2 of 2

**Recycled-Content Certification**

1. Postconsumer material comes from products that were bought by consumers, used, then recycled. For example: a newspaper that has been purchased and read, next recycled, and then used to make another product would be postconsumer material.
- If the product does not fit into any of the product categories, enter "N/A." Common N/A products include wood products, natural textiles, aggregate, concrete, electronics such as computers, TV, software on a disk or CD, telephone
2. Product category refers to one of the product categories listed below, into which the reportable purchase falls. For products made from multiple materials, choose the category that comprises most of the product by weight, or volume.

**NOTE: For reused or refurbished products, there is no minimum content requirement.**

For additional information visit [www.ciwmb.ca.gov/BuyRecycled/](http://www.ciwmb.ca.gov/BuyRecycled/)

| Code                    | Description                               | Minimum content requirement                                                                                                                                                                                                                                                                                                                              |
|-------------------------|-------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Product Categories (11) |                                           |                                                                                                                                                                                                                                                                                                                                                          |
| 1                       | Paper Products - Recycled                 | 30 percent postconsumer fiber, by fiber weight                                                                                                                                                                                                                                                                                                           |
| 2                       | Printing and Writing - Recycled           | 30 percent postconsumer fiber, by fiber weight                                                                                                                                                                                                                                                                                                           |
| 3                       | Compost, Co-compost, and Mulch - Recycled | 80 percent recovered materials. i.e., material that would otherwise be normally disposed of in a landfill                                                                                                                                                                                                                                                |
| 4                       | Glass - Recycled                          | 10 percent postconsumer, by weight                                                                                                                                                                                                                                                                                                                       |
| 5                       | Rerefined Lubricating Oil - Recycled      | 70 percent re-refined base oil                                                                                                                                                                                                                                                                                                                           |
| 6a                      | Plastic - Recycled                        | 10 percent postconsumer, by weight                                                                                                                                                                                                                                                                                                                       |
| 6b                      | Printer or duplication cartridges         | a. Have 10 percent postconsumer material, or<br>b. Are purchased as remanufactured, or<br>c. Are backed by a vendor-offered program that will take back the printer cartridges after their useful life and ensure that the cartridges are recycled and comply with the definition of recycled as set forth in Section 12156 of the Public Contract Code. |
| 7                       | Paint - Recycled                          | 50 percent postconsumer paint (exceptions when 50 % postconsumer content is not available or is restricted by a local air quality management district, then 10% postconsumer content may be substituted)                                                                                                                                                 |
| 8                       | Antifreeze - Recycled                     | 70 percent postconsumer material                                                                                                                                                                                                                                                                                                                         |
| 9                       | Retreated Tires - Recycled                | Use existing casing that has undergone retreading or recapping process in accordance with Public Resource Code (commencing with section 42400).                                                                                                                                                                                                          |
| 10                      | Tire- Derived - Recycled                  | 50 percent postconsumer tires                                                                                                                                                                                                                                                                                                                            |
| 11                      | Metals - Recycled                         | 10 percent postconsumer, by weight                                                                                                                                                                                                                                                                                                                       |