

California Department of Transportation

ADMINISTRATION
DIVISION OF PROCUREMENT AND CONTRACTS
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<https://dot.ca.gov/programs/procurement-and-contracts/>



February 28, 2024

Invitation For Price Quote (IFPQ)
IFPQ # 77A0068
Notice to Prospective Contractors

You are invited to review and respond to this Small Business (SB) Invitation for Price Quote (IFPQ), **77A0068** entitled **Transcription Services**. In submitting your quote, you must comply with the instructions found herein.

"This solicitation is authorized pursuant to Government Code Section 14838.5, which provides for the award of contracts for the acquisition of goods, services, or information technology that has **an estimated value of greater than \$5,000.00, but less than \$250,000.00**, to a certified SB, including a Micro Business, or a Disabled Veteran Business Enterprise." A bid of \$250,000 and above will result in rejection of your bid due to non-responsiveness.

Note that all Agreements entered into with the California Department of Transportation (Caltrans) will include, by reference, General Terms and Conditions (GTC 04/2017) and Contract Certification Clauses (CCC 04/2017) that must be viewed and downloaded at Internet site <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>.

In the opinion of Caltrans, this IFPQ is complete and without need of explanation; however, if you have questions, or should you need any clarifying information, the contact person for this IFPQ is:

Laura Heberle
California Department of Transportation (Caltrans)
Email Address: laura.heberle@dot.ca.gov
Phone: (279) 234-2526

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

Sincerely,

Laura Heberle
Contract Analyst

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

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1. Price Quote Proposal (ADM-1412)
2. Bidder Declaration (GSPD-05-105)
3. Contractor Certification Clauses (CCC 04/2017)
4. Bid/Bidder Certification Sheet
5. California Civil Rights Laws Certification
6. Darfur Contract Act Certification
7. Required Attachment Checklist
8. Proposed Form of Agreement (STD 213)
 - Exhibit A, Scope of Work
 - Exhibit B, Budget Detail and Payment Provisions
 - Exhibit C, General Terms and Conditions
 - Exhibit D, Special Terms and Conditions
 - Exhibit E, Additional Provisions

A) Purpose and Description of Services

1. Contractor agrees to provide to California Department of Transportation (Caltrans) all labor, tools, equipment, materials, supplies, travel, and incidentals necessary to provide transcription services.
2. The services shall be performed at Contractor's business and provided to Caltrans via electronic/digital transfer.
3. Refer to the **Proposed Form of Agreement, Exhibit A**, which is attached to this IFPQ as **Attachment 8**, for a more complete description of services.

B) Bidder's Minimum Qualifications

1. Bidder must certify that Transcribers and/or Electronic Transcribers meet the criteria stated below and have the proven ability to work with confidential information and materials. Bidder must complete the Certification Statement on **Attachment 7 (Required Attachment Checklist)**. Failure to complete the Certification Statement will result in a nonresponsive/rejected bid.

Transcriber: A person who types (verbatim) written copy of audio or video recorded material, is not subject to any disciplinary action, and meets the following requirements. A Transcriber must possess:

- A. A minimum of three (3) years of experience performing transcriptions
- B. Ability to type a minimum of 65 words per minute with 98% accuracy
- C. Excellent command of the English language and above-average knowledge of punctuation and grammar; and
- D. Command of Transcription Software.

Electronic Transcriber: A person who meets either a) or b) below.

- A. A person with a minimum of one (1) year of paid professional experience performing Electronic Transcriber (ET) services, who is not subject to disciplinary action, and who has met the requirements for and passed the examination for either the:
 - 1) American Association of Electronic Reporters and Transcribers (AAERT) Certification, Certified Electronic Reporter (CER)
 - 2) AAERT Certification, Certified Electronic Transcriber (CET)
 - 3) AAERT Certification, Certified Electronic Court Reporter, and Transcriber (CERT)
 - 4) International Alliance of Professional Reporters and Transcribers (IAPRT) Certification, Internationally Certified Digital Reporter (ICDR)
 - 5) IAPRT Certification, Internationally Certified Digital Transcriptionist (ICDT)
 - B. A person who holds a certificate or license that is in full force and effect, issued by the State of California, Department of Consumer Affairs' Court Reporters Board of California, and is not subject to any disciplinary action and has at least one (1) year of paid professional experience providing electronic reporting and/or electronic transcription services.
2. Failure of Bidder to sufficiently provide any or all the minimum qualifications, in the opinion of Caltrans, will result in the Bidder's bid deemed non-responsive.

C) Price Quotation Requirements and Information

1. Time Schedule

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

Event	Date	Time (Pacific Time)
IFPQ available to prospective bidders	2/28/2024	
Written Question Submittal	3/6/2024	5:00 p.m.
Final Date for Quote Submission	3/13/2024	5:00 p.m.
Proposed Award Date (estimate)	3/27/2024	

2. Questions and Answers

- A. Questions regarding this IFPQ must be submitted in writing. Bidders are encouraged to submit their written questions by **5:00 p.m. on March 6, 2024**.
- B. Written questions must include the individual's name, firm name, complete address, and must reference IFPQ No. **77A0068**. Questions must be sent to the following email:
Email: laura.heberle@dot.ca.gov
- C. Written responses to all questions will be collectively compiled and posted as an Addendum to the Cal eProcure website (<https://caleprocure.com/pages/index.aspx>). It is the responsibility of the Bidder to access the website for any changes or addenda that may be posted. Refer to **Section C1, Time Schedule**, for the IFPQ's schedule of events and dates/times. It is the responsibility of the bidder to check Cal eProcure for all addenda. Bidder can contact the Contract Analyst named above.

3. Costs Included in Bid Rate

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

4. Mandatory Organic Waste Recycling

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

5. Motor Carrier Permit Requirements

- A. Contractor is responsible for determining whether California Vehicle Code Sections 34601 and 34620 require Contractor to have a valid Motor Carrier Permit (MCP) issued by the Department of Motor Vehicles (DMV) in order for Contractor to lawfully perform any part or aspect of the work described in **Exhibit A, Scope of Work**, and, if California Vehicle Code Sections 34601 and 34620 do require same for any part or aspect of such work, Contractor

must have a valid MCP(s) issued from the DMV for its services as a Motor Carrier of Property under this Agreement. Contractor shall pay any required fees necessary to obtain and maintain in good standing during the entire term of this Agreement any such required MCP(s).

- B. MCP(s), if any, required for Contractor's Motor Carriers of Property under California Vehicle Code Sections 34601 and 34620 shall be on file with Contractor for the duration of this Agreement. Upon request of Caltrans Contract Manager the Contractor must immediately provide to Caltrans a copy of the required MCP(s), if any.

6. Subcontractors

Bidder may subcontract portions of the work as defined in the attached Proposed Form of Agreement. If a subcontractor(s) is used, complete the **Bidder Declaration (GSPD-05-105), Attachment 2, which must be downloaded at <https://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd05-105.pdf>**. 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 price quote. Contractor may only subcontract portions of the work to a qualified Department of General Services (DGS) Certified Small Business (SB)/Micro Business (MB), or Disabled Veteran Business Enterprise (DVBE), with the same status of Contractor. No work may be subcontracted to any business not certified as a SB/MB or DVBE by DGS. Contractor must ensure that subcontractor(s) is DGS certified SB/MB or DVBE and have all necessary licenses, permits, and/or certifications to accomplish its portion of the work.

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

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

8. Insurance

- A. The bidder, who receives the Agreement award, must provide a Certificate of Insurance providing proof of insurance to the Division of Procurement and Contracts within 10 workdays from the date of notification of award. The State's Office of Risk and Insurance Management will review insurance certificates and/or proof of self-insurance documentation before execution of the Agreement. Refer to the **Proposed Form of Agreement, Exhibit E, (Attachment 8)**, for the applicable and specific insurance requirements and coverage limits.

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

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

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

All insurance required by this Agreement must allow, but not require, the State to pay any SIR and/or act as Contractor's agent in satisfying any SIR. The choice to pay any SIR

and/or act as Contractor's agent in satisfying any SIR is at the State's discretion. If the State chooses to pay any SIR and/or act as Contractor's agent in satisfying any SIR, Contractor shall reimburse the State for the same.

E. Available Coverages/Limits

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

9. California Civil Rights Laws

Any person that submits a bid or proposal to, or otherwise proposes to enter into or renew an agreement with, a State agency with respect to any agreement in the amount of \$100,000 or more shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the agreement is renewed, that they satisfy all of the conditions set forth in Public Contract Code Section 2010 and they shall execute the **California Civil Rights Laws Certification**, attached as **Attachment 5**. The California Civil Rights Laws Certification (ADM-0076) must be downloaded at <https://forms.dot.ca.gov/v2Forms/servlet/FormRenderer?frmid=ADM0076>.

10. Darfur Contracting Act

- A. The Darfur Contracting Act, Public Contract Code (PCC) Sections 10475-10481, applies to any company that currently or within the previous three years has had business activities or other operations outside of the United States. The Act was passed by the California Legislature and signed into law by the Governor to preclude State agencies generally from contracting with "scrutinized" companies that do business in the African nation of Sudan (of which the Darfur region is a part), for the reasons described in PCC Section 10475. All bidders shall complete the **Darfur Contracting Act Certification form** and submit with bid. The Darfur Contracting Act Certification (ADM-0077) must be downloaded at <http://cefs2.dot.ca.gov/v2Forms/servlet/FormRenderer?frmid=ADM0077>.
- B. If your company has not, within the previous three (3) years, had any business activities or other operations outside of the United States, complete **Option 1** on the **Darfur Contracting Act Certification Form**.
- C. A scrutinized company is a company doing business in Sudan as defined in PCC Section 10476. Scrutinized companies are ineligible to, and cannot, bid on or submit a proposal for an agreement with a State agency for goods or services (Pub. Cont. Code Section 10477(a)).
- D. Therefore, Public Contract Code Section 10478(a) requires a company that currently has (or within the previous three (3) years has had) business activities or other operations outside of the United States to certify that it is not a "scrutinized" company when it submits a bid or proposal to a State agency.
- E. A scrutinized company may still, however, submit a bid or proposal for 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).

11. Price Quote Submittal

- A. The Price Quote must be emailed as described below. The price quote must be received by Caltrans, Division of Procurement and Contracts (DPAC), by dates and times shown in Section C, Price Quotation Requirements and Information, Item C)1, Time Schedule.

- B. The Price Quote email must be clearly marked with the IFPQ number with “**PRICE QUOTATION SUBMITTAL**”, as shown in the following example:

IFPQ Number: 77A0068
PRICE QUOTATION SUBMITTAL–DO NOT OPEN

- C. All quotes shall include the documents identified in the IFPQ; see the **Required Attachment Checklist, Attachment 7**. Quotes not including the proper “required attachments” shall be deemed non-responsive. A non-responsive price quote is one that does not meet the basic quote requirements.
- D. Only an individual who is legally authorized to bind the proposing firm contractually shall sign all documents requiring a signature, and each document must bear a signature.
- E. **Email to:** laura.heberle@dot.ca.gov
- F. Pursuant to Government Code Section 14838.5, Caltrans must receive at least two (2) price quotes from a certified SB/MB or DVBE before it can make an agreement award. Therefore, at Caltrans’ discretion, if only one price quote is received, the timeframe for receipt of price quotes may be extended in order to receive the minimum number of quotes required by the Government Code. All prospective bidders will be notified via email or telephone of any extensions.
- G. Price Quotations must include the performance of all the services described herein. Any attempt to modify the Price Quotation document to deviate from the work specifications will not be considered and will cause a price quotation to be rejected.
- H. A price quote may be rejected if it is conditional, incomplete, or if it contains any alterations of form or other irregularities of any kind. Caltrans may reject any price quote on the basis that it is not responsive or from a responsible bidder and may waive any immaterial deviation in a quote. Caltrans' waiver of an immaterial defect shall in no way modify the IFPQ document or excuse the bidder from full compliance with all requirements if awarded the Agreement.
- I. Costs for developing price quotations and in anticipation of award of the contract are entirely the responsibility of the bidder and shall not be charged to the State.
- J. A bidder may modify a price quote after its submission by first withdrawing the original price quote and then by resubmitting a new price quote prior to the price quote submittal deadline. Bidder modifications offered in any other manner, oral or written, will not be considered.
- K. A bidder may withdraw a price quote by, prior to price quote submission deadline, submitting a written withdrawal request to Caltrans, signed by the bidder or an agent authorized in accordance with **Section L** below. A bidder may thereafter submit a new price quote prior to the price quote submittal deadline. Price quotes may not be withdrawn without cause subsequent to price quote submittal deadline.
- L. Only an individual who is authorized to bind the bidding firm contractually shall sign the attached **Bid/Bidder Certification Sheet (Attachment 4)**. The signature must also indicate the title or position that the individual holds in the firm. An unsigned quote may be cause for bid rejection.
- M. Caltrans may modify the IFPQ prior to the date fixed for submission of price quotations by the issuance of an addendum sent to all parties who received an IFPQ package.
- N. Caltrans reserves the right to reject all price quotations for reasonable cause.

- O. Bidders are cautioned not to rely on Caltrans during its evaluation process to discover and report to the bidder any defects and errors in the submitted documents. Before submitting their documents, bidders should carefully proof them for errors and full adherence to the IFPQ requirements.
- P. Where applicable, bidder should carefully examine work sites and specifications. Bidder shall investigate conditions, character, and quality of surface or subsurface materials or obstacles that might be encountered. No additions or increases to the contract amount will be made due to a lack of careful examination of work sites and specifications.
- Q. Caltrans does not accept alternate contract language from a bidder. A price quote with such language will be considered a counterproposal and will be rejected. The **State's General Terms and Conditions (GTC 04/2017)** are not negotiable. The **GTC 04/2017** may be viewed at Internet site <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>.

12. Evaluation and Selection

- A. At the time of quote opening, each price quote will be checked for the presence or absence of required information in conformance with the submission requirements of this IFPQ.
- B. Caltrans will evaluate each price quote to determine its responsiveness to Caltrans' needs.
- C. Price quotes that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the bidder, shall be rejected.
- D. The Agreement, if awarded, shall be awarded to the responsible bidder who submits the lowest price quote and meets all the specifications. A price quote meets the specifications if it complies with all the requirements in this solicitation. In the event of a tie quote, Caltrans will draw lots to determine the successful contractor. Only one (1) price quote may be submitted by an entity: individual, firm, partnership, corporation, joint venture, or combination thereof. Receipt of more than one (1) price quote from an entity will result in all quotes from that entity being rejected and returned to the bidder.

13. Standard Conditions of Service

- A. Service shall not begin before the express date set in the Agreement, after all approvals have been obtained, and the Agreement is fully executed. Should Contractor fail to commence work at the agreed upon time, Caltrans, upon five (5) days written notice to contractor, reserves the right to terminate the Agreement. In addition, contractor shall be liable to Caltrans for the difference between contractor's price quote 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 USC Section 15) or under the Cartwright Act Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code, arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder (Gov. Code Section 4552).

- 2) If the awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid.
 - 3) Upon demand in writing by the assignor, the assignee shall, within one 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 Agreement and refuses to sign the Agreement presented for signature within the time and manner required, the bidder will be liable to Caltrans for actual damages resulting to Caltrans therefrom or 10 percent (10%) of the amount quote, whichever is less.
- E. Loss Leader usage is prohibited in this solicitation: It is unlawful for any person engaged in business within this State to sell or use any article or product as a "loss leader" as defined in Business and Professions Code Section 17030. "Loss Leader" means any article or product sold at less than cost where, a) the purpose is to induce, promote, or encourage the purchase of other merchandise; or b) the effect is a tendency or capacity to mislead or deceive purchasers of prospective purchasers; or c) the effect is to divert trade from or otherwise injure competitors.
- F. No oral understanding or agreement shall be binding on either party.

14. Executive Order N-6-22 – Russia Sanctions

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

STATE OF CALIFORNIA · DEPARTMENT OF TRANSPORTATION

PRICE QUOTE PROPOSAL

ADM-1412 (REV. 01/2020)

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

Item Number	Estimated Quantity	Unit Of Measure	Item	Unit Price (Price Per Unit of Measure)	Total (Estimated Quantity X Unit Price)
1	1,100	Per Page	All labor, tools, equipment, materials, supplies, travel, and incidentals necessary to provide Same-Day Transcription Services per STD 213, Exhibit A, Scope of Work.	\$	\$
2	1,000	Per Page	All labor, tools, equipment, materials, supplies, travel, and incidentals necessary to provide one (1) Working Day Transcription Services per STD 213, Exhibit A, Scope of Work.	\$	\$
3	2,500	Per Page	All labor, tools, equipment, materials, supplies, travel, and incidentals necessary to provide two (2) Working Days Transcription Services per STD 213, Exhibit A, Scope of Work.	\$	\$
4	7,000	Per Page	All labor, tools, equipment, materials, supplies, travel, and incidentals necessary to provide three to five (3-5) Working Days Transcription Services per STD 213, Exhibit A, Scope of Work.	\$	\$
5	9,500	Per Page	All labor, tools, equipment, materials, supplies, travel, and incidentals necessary to provide six to ten (6-10) Working Days Transcription Services per STD 213, Exhibit A, Scope of Work.	\$	\$
6	11,000	Per Page	All labor, tools, equipment, materials, supplies, travel, and incidentals necessary to provide eleven to fifteen (11-15) Working Days Transcription Services per STD 213, Exhibit A, Scope of Work.	\$	\$

- 1) The above quantities are estimates only and are given as a basis for comparison of quotes. No guarantee is made or implied as to the exact quantity that will be needed.
- 2) In case of discrepancy between the unit price and the total set forth for a unit basis time, the unit price shall prevail.
- 3) Please do not alter, modify, or change this quote proposal sheet. Any alterations, modifications, or changes to this quote proposal sheet will be grounds to reject the quote.
- 4) Each line item must be quoted. Please do not leave any unit price column blank or this quote proposal sheet will be deemed non-responsive.
- 5) The above four items are required.

Total This Proposal

\$

Attachment 4
Bid/Bidder Certification Sheet

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

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

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

1. Company Name	2. Telephone Number ()	2a. Fax Number ()
2b. Email Address		
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 the Department of Industrial Relations information:		
9. Contractor Registration Number		
Indicate applicable license and/or certification information:		
10. Contractors State License Board Number	11. PUC License Number CAL-T-	12. Required Licenses/Certifications
13. Proposer's Name (Print)		14. Title
15. Signature		16. Date
17. Are you certified with the Department of General Services, Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS) as:		
a. Small Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter certification number: _____		
b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter your service code below: _____		
Note: A copy of your Certification is required to be included if either of the above items is checked "Yes" .		
Date application was submitted to OSDS, if an application is pending: _____		

**Attachment 4
Bid/Bidder Certification Sheet**

Completion Instructions for Bid/Bidder Certification Sheet

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

Item Numbers	Instructions
1, 2, 2a, 2b, 3	Must be completed. These items are self-explanatory.
4	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
5	Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
6	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
7	Enter your Federal employee tax identification number.
8	Enter your corporation number assigned by the California Secretary of State. This information is used to verify if a corporation is in good standing and qualified to conduct business in California.
9	Enter your Contractor Registration Number assigned by the Department of Industrial Relations (DIR). This Information will be used to determine if you are registered with DIR.
10	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.
11	Complete if your firm holds a PUC license. This information will be used to verify possession of a PUC license for public works agreements.
12	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.
13, 14, 15, 16	Must be completed. These items are self-explanatory.
17	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 Veteran Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified to one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to the Department of General Services, Office Small Business and DVBE Services. To get certified, go to https://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Office-of-Small-Business-and-Disabled-Veteran-Business-Enterprise/Certification-Program .

**Attachment 7
Required Attachment Checklist**

A complete price quote package will consist of the items identified below.

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

Return this checklist with your quote package.

Attachments	Attachment Name/Description
_____	Attachment 1 Price Quote Proposal (ADM-1412)
_____	Attachment 2 Bidder Declaration (GSPD-05-105) must be downloaded at https://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd05-105.pdf .
_____	Attachment 3 Contractor Certification Clauses (CCC 04/2017). The CCC 04/2017 must be downloaded at https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language .
_____	Attachment 4 Bid/Bidder Certification Sheet
_____	Attachment 5 California Civil Rights Laws Certification (ADM-0076) must be downloaded at https://forms.dot.ca.gov/v2Forms/servlet/FormRenderer?frmid=ADM0076 .
_____	Attachment 6 Darfur Contracting Act Certification (ADM-0077) must be downloaded at https://forms.dot.ca.gov/v2Forms/servlet/FormRenderer?frmid=ADM0077 .
_____	Attachment 7 Required Attachment Checklist

Certification Statement: *By signing below, I certify under penalty of perjury that for the duration of this Agreement (if awarded):*

All Transcribers and Electronic Transcribers will meet the criteria set forth in IFB, Section B, Item 1, Bidder Minimum Qualifications and Attachment 8, Proposed Form of Agreement, Exhibit A, Scope of Work, Section 6(B), Overview of Services Definitions, Items 3 and 4, not subject to any disciplinary action, and have the proven ability to work with confidential information and materials.

Provide information and complete Certification Statement

Name of Person Signing: _____

Title of Person Signing: _____

Signature: _____

Date: _____



Attachment 8
Proposed Form of Agreement

Note to Bidders: The following pages represent a sample of the Agreement that will be awarded, if any, from this IFPQ. Please review it carefully and present any questions in writing to the contact identified for this IFPQ.

Reset Form	Print Form	SCO ID: 2660-77A0068																																				
<small>STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES STD 213 (Rev. 04/2020)</small>		<table border="1" style="width: 100%; border-collapse: collapse;"><tr><td style="width: 50%; text-align: center;"><small>AGREEMENT NUMBER</small> 77A0068</td><td style="width: 50%; text-align: center;"><small>PURCHASING AUTHORITY NUMBER (If Applicable)</small></td></tr></table>	<small>AGREEMENT NUMBER</small> 77A0068	<small>PURCHASING AUTHORITY NUMBER (If Applicable)</small>																																		
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<p>1. This Agreement is entered into between the Contracting Agency and the Contractor named below:</p> <p><small>CONTRACTING AGENCY NAME</small> California Department of Transportation (Caltrans)</p> <p><small>CONTRACTOR NAME</small> TBD</p> <p>2. The term of this Agreement is:</p> <p><small>START DATE</small> June 1, 2024 (est.) or upon Caltrans approval, whichever is later</p> <p><small>THROUGH END DATE</small> May 31, 2027 (est.)</p> <p>3. The maximum amount of this Agreement is:</p> <p>\$TBD</p> <p>4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.</p> <table border="1" style="width: 100%; border-collapse: collapse;"><thead><tr><th style="width: 10%;">Exhibits</th><th style="width: 70%;">Title</th><th style="width: 20%;">Pages</th></tr></thead><tbody><tr><td>Exhibit A</td><td>Scope of Work</td><td style="text-align: center;">7</td></tr><tr><td>Exhibit B</td><td>Budget Detail and Payment Provisions</td><td style="text-align: center;">2</td></tr><tr><td>Exhibit C *</td><td>General Terms and Conditions (GTC 04/2017)</td><td style="text-align: center;">Online</td></tr><tr><td>+ - Exhibit D</td><td>Special Terms and Conditions</td><td style="text-align: center;">5</td></tr><tr><td>+ - Exhibit E</td><td>Additional Provisions</td><td style="text-align: center;">3</td></tr><tr><td>+ - Attachment 1</td><td>Price Quote Proposal (attached upon award)</td><td style="text-align: center;">1</td></tr><tr><td>+ - Attachment 2</td><td>Bidder Declaration (GSPD-05-105) (attached upon award)</td><td style="text-align: center;">TBD</td></tr></tbody></table> <p><small>Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources</small></p> <p>IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.</p> <p style="text-align: center;">CONTRACTOR</p> <p><small>CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)</small> TBD</p> <table border="1" style="width: 100%; border-collapse: collapse;"><tr><td style="width: 60%;"><small>CONTRACTOR BUSINESS ADDRESS</small> </td><td style="width: 15%;"><small>CITY</small> </td><td style="width: 10%;"><small>STATE</small> </td><td style="width: 15%;"><small>ZIP</small> </td></tr><tr><td><small>PRINTED NAME OF PERSON SIGNING</small> </td><td colspan="3"><small>TITLE</small> </td></tr><tr><td><small>CONTRACTOR AUTHORIZED SIGNATURE</small> <div style="border: 1px solid black; height: 20px; width: 100%;"></div></td><td colspan="3"><small>DATE SIGNED</small> </td></tr></table>			Exhibits	Title	Pages	Exhibit A	Scope of Work	7	Exhibit B	Budget Detail and Payment Provisions	2	Exhibit C *	General Terms and Conditions (GTC 04/2017)	Online	+ - Exhibit D	Special Terms and Conditions	5	+ - Exhibit E	Additional Provisions	3	+ - Attachment 1	Price Quote Proposal (attached upon award)	1	+ - Attachment 2	Bidder Declaration (GSPD-05-105) (attached upon award)	TBD	<small>CONTRACTOR BUSINESS ADDRESS</small> 	<small>CITY</small> 	<small>STATE</small> 	<small>ZIP</small> 	<small>PRINTED NAME OF PERSON SIGNING</small> 	<small>TITLE</small> 			<small>CONTRACTOR AUTHORIZED SIGNATURE</small> <div style="border: 1px solid black; height: 20px; width: 100%;"></div>	<small>DATE SIGNED</small> 		
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Reset Form		Print Form		SCO ID: 2660-77A0068	
STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES STANDARD AGREEMENT STD 213 (Rev. 04/2020)				AGREEMENT NUMBER 77A0068	PURCHASING AUTHORITY NUMBER (If Applicable)
STATE OF CALIFORNIA					
CONTRACTING AGENCY NAME California Department of Transportation (Caltrans)					
CONTRACTING AGENCY ADDRESS Division of Procurement and Contracts (DPAC), 1727 30th Street, MS 65				CITY Sacramento	STATE CA
				ZIP 95816	
PRINTED NAME OF PERSON SIGNING				TITLE Contract Officer	
CONTRACTING AGENCY AUTHORIZED SIGNATURE 				DATE SIGNED	
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL 				EXEMPTION (If Applicable) DGS Exemption Letter 14.0	

Page 2 of 2

Exhibit A
Commercial Services–State

Scope of Work

1. Contractor agrees to provide to California Department of Transportation (Caltrans) all labor, tools, equipment, materials, supplies, travel, and incidentals necessary to provide transcription services, as described herein.
2. The services shall be performed at Contractor's business and provided to Caltrans via electronic/digital transfer.
3. Any reference to Caltrans Contact Manager shall also include his/her designee.
4. This Agreement will commence on **June 1, 2024 (estimate)**, or upon approval by Caltrans, whichever is later, and no work shall begin before that time. This Agreement is of no effect unless approved by Caltrans. Contractor shall not receive payment for work performed prior to approval of the Agreement and before receipt of notice to proceed by Caltrans Contract Manager. This Agreement shall expire on **May 31, 2027 (estimate)**. The services shall be provided on an as-needed basis during the working hours of 8:00 a.m. to 5:00 p.m. Monday through Friday, except State holidays. The parties may amend this Agreement as permitted by law.
5. All inquiries during the term of this Agreement will be directed to the project representatives listed below. Contractor shall provide advance written notice and receive advance written approval by Caltrans Contract Manager, without the necessity of an amendment, before changing the Project Manager noted below.

Department of Transportation	Contractor: TBD
Section/Unit: D77/Independent Office of Audits and Investigations, MS 2	Section/Unit:
Contract Manager: TBD	Project Manager:
Address: P.O. Box 942874, Sacramento, CA 94274	Address:
Business Phone Number:	Business Phone Number:
Email:	Email:

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

A. Contract Need and Background

The Investigations Unit of the Independent Office of Audits and Investigations (IOAI) within Caltrans, conducts confidential administrative investigations. When conducting investigations, the Special Investigators digitally record interviews/interrogations of the parties involved in the complaint. The digital recordings need to be transcribed into written form to provide support of the findings, documentation in the investigation file, and for support for resulting personnel actions related to State Personnel Board (SPB) hearings and/or litigation. SPB and legal proceedings require professionally transcribed documents to support the findings of investigations. The completed transcripts need to be accurately prepared in the required format and prepared in a timely manner. The nature of the work also requires individuals, such as certified Transcribers and Electronic Transcribers (ET), who have the proven ability to work with confidential information and materials.

Exhibit A
Commercial Services–State

B. Overview of Service Definitions

- 1) Certified – As used throughout this Agreement, shall describe both the work product (Transcript) produced by Contractor and the credentials of the Transcriber or ET performing the transcription.
- 2) Certified Transcript – A full-sized transcript, signed by the Transcriber or ET, that meets the Minimum Transcript Preparation Criteria detailed in this Agreement.
- 3) Transcriber – A person who types (verbatim) written copy of audio or video recorded material, is not subject to any disciplinary action, and meets the following requirements. A Transcriber must possess:
 - a) A minimum of three (3) years of experience performing transcriptions
 - b) Ability to type a minimum of 65 words per minute with 98% accuracy
 - c) Excellent command of the English language and above-average knowledge of punctuation and grammar; and
 - d) Command of Transcription Software.
- 4) Electronic Transcriber (ET)

An ET is a person who meets either a) or b) below.

 - a) A person who has a minimum of one (1) year paid professional experience performing ET services, is not subject to any disciplinary action, and has met the requirements of and passed the examination for either the:
 - i. American Association of Electronic Reporters and Transcribers (AAERT) Certification, Certified Electronic Reporter (CER)
 - ii. AAERT Certification, Certified Electronic Transcriber (CET)
 - iii. AAERT Certification Certified Electronic Court Reporter and Transcriber (CERT)
 - iv. International Alliance of Professional Reporters and Transcribers (IAPRT) Certification, Internationally Certified Digital Reporter (ICDR)
 - v. IAPRT Certification, Internationally Certified Digital Transcriptionist (ICDT)
 - b) A person who holds a certificate or license that is in full force and effect issued by the State of California, Department of Consumer Affairs' Court Reporters Board of California and is not subject to any disciplinary action and has at least one (1) year paid professional experience providing electronic reporting and/or electronic transcription services.
- 5) Electronic Transcription Services – ET shall create a transcript with a certification page or upload the audio to a File Transfer Protocol (FTP) site or other delivery method specified by the Requesting Agency
- 6) Certified copy of Transcript – A copy of the transcript that the ET has certified as true and correct.

Exhibit A
Commercial Services--State

C. Transcription Service Requests

- 1) Transcription Service Requests: Transcription service requests and attached digital records/audio files will be submitted by Caltrans Contract Manager via an internal form on a secured online portal as detailed under **Exhibit A, Scope of Work, Section 6, Item D, Services to be Provided**.
- 2) Transcription service requests will be made on the internal form detailed under **Exhibit A, Scope of Work, Section 6, Item D, 7** and include any necessary notes and specify the timeframe Contractor shall complete the request by.
- 3) Contractor shall prepare the transcripts based on the criteria specified in **Exhibit A, Scope of Work, Section 7, Minimum Transcript Preparation Criteria**, and within the time periods specified by Caltrans Contract Manager as detailed on **Attachment 1, Price Quote Proposal**. The transcripts shall be completed by a qualified Transcriber or ET as defined under **Exhibit A, Scope of Work, Section 6, Item B, Overview of Service Definitions**, and contain no critical errors as defined in **Exhibit A, Scope of Work, Section 9, Critical Errors**. The transcripts may become part of court documents in the event an investigation goes to litigation.
- 4) Delivery of Transcripts: Contractor shall notify Caltrans Contract Manager of the completion of the requested transcript(s). Caltrans Contract Manager shall obtain the completed transcript(s) electronically.
- 5) Contractor shall deliver orders for transcriptions within the allotted delivery timeframe specified by Caltrans Contract Manager in accordance with the associated costs as defined by **Attachment 1, Price Quote Proposal**.
- 6) Contractor shall provide an electronic transcript (E-TRANSCRIPT) of the transcript, made available either via encrypted email delivery, File Transfer Protocol (FTP), or a secured website.
 - a) E-TRANSCRIPT shall be in Microsoft Word, Portable Document Format (PDF), American Standard Code for Information Interchange (ASCII), or as otherwise specified.
 - b) E-TRANSCRIPT shall be compatible with the office standard software per **Exhibit A, Scope of Work Section 8, Electronic Copies**, for the IOAI Investigations Unit.
 - c) E-TRANSCRIPT shall contain a keyword index for easy reference to import words contained in the transcript.
 - d) The finished transcript shall be signed and dated by Contractor's Transcriber or ET. A copy of the Transcriber's Certificate certifying the accuracy of the transcript shall be attached to the finished transcript.

D. Services to be Provided

Contractor shall accurately transcribe digital audio recordings by a Transcriber or ET. Transcriptions services will include but not be limited to hearings; meetings; interviews; interrogations; witness statements; personal histories, video/surveillance recordings, etc. These proceedings are recorded by Caltrans and submitted to Contractor. Transcriptions shall be provided on an as-needed basis at the request of Caltrans Contract Manager. Contractor shall have a secured portal to receive uploaded digital recordings of proceedings from Caltrans Contract Manager. In concurrence with each uploaded digital recording to the secured portal, a

Exhibit A
Commercial Services--State

completed transcription service request will be emailed to Contractor. Caltrans Contract Manager will specify the turnaround time (delivery timeframe) in the transcription service request.

- 1) Contractor shall provide, at Caltrans Contract Manager's request, valid and current certification for personnel performing services under this Agreement, or any other additional documentation or information deemed necessary to determine a Contractor's ability to satisfactorily execute the Agreement requirements.
- 2) Caltrans Contract Manager reserves the right to verify that each Transcriber and ET meets the minimum level of experience and certification required to perform the duties listed in **Exhibit A, Scope of Work, Section 6, Item B, Overview of Service Definitions**. Caltrans Contract Manager reserves the right to reject any proposed personnel at any time. Caltrans Contract Manager will document in writing the reason(s) for any rejection of Contractor personnel.
- 3) Contractor shall have an email address to send and receive communications. Contractor shall also have a cell phone or other reliable method of contact to receive notice of last-minute calendar changes.
- 4) Contractor's office shall be reachable by email, telephone, cell phone, or voicemail between the hours 8:00 a.m. and 5:00 p.m., Monday through Friday, except State holidays. Services shall be provided outside of normal working hours when necessary.
- 5) Contractor shall work with confidential information and materials.
- 6) Contractor shall maintain a secured online portal to receive transcription service requests with attached digital recordings and/or audio files.
- 7) Contractor shall create and maintain an internal form to be completed and submitted for all transcription service requests. The format and design of the internal form shall be mutually agreed to by both Contractor and Caltrans Contract Manager with revisions made on an as needed basis.
- 8) Contractor shall be reimbursed on a per-page basis based on the delivery turnaround time requested by Caltrans Contract Manager for each job. See **Exhibit A, Scope of Work, Section 7, Minimum Transcript Preparation Criteria**, for page format and criteria.
- 9) Recording Quality: If a digital recording is of such poor quality that Contractor feels he/she cannot accurately transcribe it, Contractor shall notify Caltrans Contract Manager. At Caltrans Contract Manager's request, Contractor shall transcribe the digital recording to the best of Contractor's ability with a delivery turnaround time of 11 to 15 working days

7. Minimum Transcript Preparation Criteria

Contractor shall prepare transcripts in accordance with the following criteria pursuant to Division 24 of Title 16 of the California Code of Regulations, unless otherwise requested by Caltrans Contract Manager. Electronic copies, described below, shall be prepared so that if printed to paper, they shall satisfy the following specifications:

- A. Font Arial, 12 pt.
- B. A minimum of 25 text lines per page.

Exhibit A
Commercial Services--State

- C. Five (5) space indent, including Exhibit listings.
- D. One and one-half inch (1-1/2") margins (a minimum of 56 character spaces per line, time-stamping no fewer than 52).
- E. Exhibits will be maintained by Caltrans and originals will not be released to the Transcriber or ET.
- F. The Title Page shall contain the case caption, case number, type of proceeding, date, location of proceeding, Transcriber/ET's name, and Transcriber/ET's certification/license number.
- G. The beginning time of proceeding shall be noted at the top of the first page of text and concluding time shall be noted on the last page after the last line of text.
- H. Contractor shall be able to receive and deliver orders for transcription electronically via encrypted email, using FTP, or a secured website.

8. Electronic Copies

As requested by Caltrans Contract Manager, Contractor shall provide electronic computer readable copies as follows:

- A. Contractor shall make available via encrypted email delivery, FTP, or a secured website, computer readable copies of the official transcript in Word, WordPerfect, e/index, PDF format, or ASCII, or as otherwise specified.
- B. The files shall be readable on a computer running Microsoft Windows, or as otherwise specified.
- C. The files shall contain upper/lower case text that is 100 percent (100%) equivalent (excluding line numbers) to the official transcript.

9. Critical Errors

- A. Contractor shall be responsible for ensuring the accuracy of all transcripts prior to delivery to Caltrans Contract Manager. Contractor shall have a quality assurance process in place that includes at minimum, the running of spell check and editing transcripts for final review to eliminate critical errors that impact the credibility of the transcript, and to ensure that examinations, witness, and exhibit entries are thorough and accurate.
- B. Critical errors are defined as follows:
 - 1) Incorrect witness exams or exhibit entries
 - 2) Incorrect text (including typographical errors)
 - 3) Missing text
 - 4) Incorrect use of words, names, or titles
 - 5) Incorrect page numbering
 - 6) Incorrect witness/exhibit indexes, etc., that impact the accuracy and credibility of the transcript
- C. Critical errors do not include differing styles of punctuation and capitalization that do not impact the credibility of the transcript. If a type of error is found that is not described above, Caltrans Contract Manager will determine whether the error is critical or non-critical.

Exhibit A
Commercial Services–State

- D. Caltrans Contract Manager will indicate if a transcript requires their review and approval prior to finalization.
- E. Caltrans Contract Manager will review transcripts in a timely manner (within 24 hours or any other mutually agreeable timeframe) so as not to negatively impact the Transcriber's or ET's production of a final transcript.
- F. Unless otherwise indicated, all transcripts shall be delivered to Caltrans Contract Manager via encrypted email, secure FTP, or secured website for review. If Caltrans Contract Manager has requested to review the transcript, Caltrans Contract Manager will return it to Contractor to make any necessary corrections, at Contractor's expense.
- G. The required turnaround time is satisfied when the transcript is first sent to Caltrans Contract Manager provided that the corrected transcript is returned to Caltrans Contract Manager within the original requested turnaround time.
- H. If Caltrans Contract Manager determines a transcript is deficient, Contractor shall be required to provide Caltrans Contract Manager a corrected transcript within five (5) calendar days from Caltrans Contract Manager's notification of deficiency at no additional cost. If Contractor exceeds the five (5) calendar day turnaround time on corrected transcripts, a **Late Transcript Penalty, Exhibit A, Scope of Work, Section 12**, may be assessed.

10. Transcript Production

- A. Contractor shall be able to receive and deliver orders for transcription via courier or United States Postal Service, electronically via encrypted email, using FTP, or a secured website.
- B. Transcripts shall be delivered to Caltrans Contract Manager by the turnaround time requested in Caltrans Contract Manager's as detailed under Transcript Service Requests and **Attachment 1, Price Quote Proposal** (i.e., Same Day, one (1) Working Day, two (2) Working Days, three to five (3-5) Working Days, six to ten (6-10) Working Days, 11 to 15 Working Days) from date of proceeding. For penalties regarding late transcripts, see **Exhibit A, Scope of Work, Section 12, Late Transcription Penalty**.
- C. Upon specific request from Caltrans Contract Manager, digital/electronic signatures shall be an acceptable form of certification for final electronic transcripts.
- D. Unless other specified by Caltrans Contract Manager, physical media sent to Contractor for transcription shall be returned to Caltrans Contract Manager.

11. Maintenance of Records

A. Transcript Confidentiality

Contractor, its subcontractors, and agents performing under this Agreement shall be bound to strict confidentiality pertaining to hearing or deposition transcripts. Any violation discovered in this area shall be subject to legal action and/or contract termination.

B. Record Maintenance and Retrieval

- 1) Contractor agrees to maintain the security of all shorthand notes, records, tapes, transcripts, recordings, and correspondence. Contractor shall retain all notes, to include electronic tapes or files and/or USB, CD/DVD disks, in accordance with existing statutes and California Rules of the Court. Storage of said records shall be maintained in a protected environment. Copies of electronic files shall be stored in a separate back-up facility.

Exhibit A
Commercial Services–State

- 2) Contractor shall provide transcripts, upon request, at any time during the requisite period of note retention.
- 3) Upon request, Contractor shall provide expedited transcript services which may include the same or next-day service as detailed on **Attachment 1, Price Quote Proposal** and **Exhibit A, Scope of Work, Section 6, Items C, Transcription Service Requests and D, Services to be Provided**.

C. Transcript Ownership

Caltrans Contract Manager shall maintain ownership of any transcripts prepared under this Agreement. Any transfer or sale of transcripts is strictly prohibited without the express written permission of Caltrans Contract Manager.

12. Late Transcription Penalty

Late transcripts shall be assessed a penalty equal to 10 percent (10%) of the transcript value per day for each day late, starting the first day after the original due date. The penalty shall be reflected on the invoice submitted to Caltrans Contract Manager or the late transcript fee may be subtracted from the invoice by Caltrans Contract Manager. Alternatively, if it is not included in Contractor's invoice, Caltrans Contract Manager may dispute the invoice and return it to Contractor for correction.

Exhibit B
Commercial Services--State

Budget Detail and Payment Provisions

1. Invoicing and Payment

- A. For services satisfactorily rendered and approved by Caltrans Contract Manager, and upon receipt and approval of the invoices, Caltrans agrees to compensate Contractor in accordance with the **Price Quote Proposal, Attachment 1** and this **Exhibit B**. Incomplete or disputed invoices shall be returned to Contractor, unpaid, for correction.
- B. Invoices shall be itemized in accordance with the **Price Quote 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) Date(s) of Service
 - 3) Transcription Service Request
 - 4) Description o Services Provided
- D. Each invoice shall be submitted in triplicate to:

Department of Transportation (Caltrans)
D77/Independent Office of Audits and Investigations
Attention: Contract Manager's Name TBD
PO Box 942874, MS 2
Sacramento, CA 94274-0001

2. Budget Contingency Clause

- A. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional or legislative appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to the State of California by the United States Government or the California State Legislature for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms, or funding of this Agreement in any manner.
- C. It is mutually agreed that if Congress or State Legislature does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- D. Pursuant to Government Code Section 927.13, no late payment penalty shall accrue during any time period for which there is no Budget Act in effect, nor on any payment or refund that is the result of a federally-mandated program or that is directly dependent upon the receipt of federal funds by a State agency.
- E. Caltrans has the option to terminate the Agreement under the 30-day termination clause or to amend the Agreement to reflect any reduction of funds.

Exhibit B
Commercial Services–State

3. Prompt Payment Clause

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

4. Cost Limitation

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

5. Rates

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

6. Excise Tax

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

7. Cost Principles

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

8. Costs Included in Bid Rates

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

Exhibit D
Commercial Services--State

Special Terms and Conditions

1. Settlement of Disputes

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

2. Termination

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

3. Subcontractors

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between Caltrans and any Subcontractors, and no subcontract shall relieve Contractor of its responsibilities and obligations hereunder. 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 Contractor. Contractor's obligation to pay its Subcontractors is an independent obligation from the State's obligation to make payments to Contractor.
- B. 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. Contractor may only subcontract portions of the work to a qualified DGS Certified Small Business(es) (SB). No work may be subcontracted to any business not certified as a SB by DGS. Contractor must ensure that the subcontractor(s) is/are DGS Certified SBs and 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, including the DGS SB Certification, may be cause for termination per **Exhibit D, Item 2**, above.

Exhibit D
Commercial Services--State

- D. 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.
- E. Any substitution of Subcontractors must be approved in writing by Caltrans Contract Manager in advance of assigning work to a substitute Subcontractor.

4. Retention of Records/Audits

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

5. Non-Solicitation

Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained or contracted by Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

6. Reporting Disabled Veteran Business Enterprise (DVBE) Utilization

- A. If this Agreement requires DVBE participation, it is the responsibility of Contractor to track DVBE participation requirement progress and Contractor must report the actual amount paid to certified Subcontractors. Contractors must comply with Government Code Section 14841 and Military and Veterans Code Sections 999.5(d) and 999.7 by reporting the actual utilization of certified Subcontractor(s) during the performance of this Agreement. Contractor shall prepare and submit the Report of Utilization of Small/Micro Business and Disabled Veteran Business Enterprise State Funded Contracts Only (ADM-3059) (<https://forms.dot.ca.gov/v2Forms/servlet/FormRenderer?frmId=ADM3059>) to Caltrans Contract Manager with each invoice.
- B. If Contractor fails to submit ADM-3059 with final invoice, Caltrans Contract Manager shall withhold \$10,000, or full payment if it is less than \$10,000, from final payment on Agreement until Caltrans Contract Manager receives a complete and satisfactory ADM-3059. Caltrans Contract Manager shall notify Contractor by email that Contractor must submit a complete and satisfactory ADM-3059 within 30 days from the date of the notice. If Contractor fails to fully

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complete and submit the ADM-3059 within this 30-day period, Caltrans shall permanently withhold payment of final invoice.

- C. Upon Caltrans Contract Manager's request, Contractor shall provide proof of payment for the work performed by DVBE subcontractor(s).

7. Reporting Small Business/Micro Business (SB/MB) Utilization

If SB/MB Subcontractor participation is a requirement of this Agreement, Contractor must report the actual amount paid to certified Subcontractors. Contractor must comply with Government Code Section 14841 by reporting the actual utilization of certified Subcontractor(s) during the performance of this Agreement. Contractor shall prepare and submit the Report of Utilization of Small/Micro Business and Disabled Veteran Business Enterprise State Funded Contracts Only (ADM-3059) (<https://forms.dot.ca.gov/v2Forms/servlet/FormRenderer?frmId=ADM3059>) to Caltrans Contract Manager with each invoice.

8. DVBE Participation (Not Required)

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

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

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

10. Mandatory Organic Waste Recycling

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

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Commercial Services--State

11. Laws to be Observed

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

12. Specific Legal References

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

13. Equipment Indemnification

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

14. Force Majeure

- A. Except for defaults of Subcontractors, neither party shall be liable to the other for any delay in, or failure of, performance, nor shall any such delay in, or failure of, performance constitute default, if such delay or failure is (directly or indirectly) caused by "Force Majeure" without the fault, intentional act, or negligence of the Contractor. As used in this section, "Force Majeure" shall include, but shall not be limited to, acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, interruption in service by a regulated utility, or governmental statutes or regulations superimposed after the fact.
- B. If a delay in, or failure of, performance by Contractor arises out of a default of its Subcontractor, and if such default of its Subcontractor arises out of causes beyond the (direct or indirect) control of both Contractor and Subcontractor, and without the fault, intentional act, or negligence of either of them, 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 Contractor to meet the required performance schedule.

Exhibit D
Commercial Services–State

15. Employment of Undocumented Workers

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

16. ADA Compliance

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

17. Electronic Signatures

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

18. Executive Order N-6-22 – Russia Sanctions

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

Exhibit E
Commercial Services–State

Additional Provisions

1. General Provisions Required in all Insurance Policies

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

2. Insurance Requirements

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

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Commercial Services–State

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

3) This endorsement must be supplied under form acceptable to DGS, ORIM.

B. Workers' Compensation and Employer's Liability

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

C. Professional Liability

Contractor shall maintain Professional Liability at **\$1,000,000** covering any damages caused by a negligent error, act, or omission. The policy's retroactive date must be displayed on the certificate of insurance and must be before the date this Agreement was executed or before the beginning of this Agreement work. Contractor is responsible to maintain continuous coverage for up to three years after the notice of completion.

D. Satisfying a Self-Insured Retention

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

E. Available Coverages/Limits

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

3. Motor Carrier Permit Requirements

- A. Contractor is responsible for determining whether California Vehicle Code Sections 34601 and 34620 require Contractor to have a valid Motor Carrier Permit(s) (MCP) issued by the Department of Motor Vehicles (DMV) in order for Contractor to lawfully perform any part or aspect of the work described in **Exhibit A, Scope of Work**, and, if California Vehicle Code Sections 34601 and 34620 do require same for any part or aspect of such work, Contractor must have a valid MCP issued from the DMV for its services as a Motor Carrier of Property under this Agreement. Contractor shall pay any required fees necessary to obtain and maintain in good standing during the entire term of this Agreement any such required MCP(s).
- B. MCP(s), if any, required for Contractor's Motor Carriers of Property under California Vehicle Code Sections 34601 and 34620 shall be on file with Contractor for the duration of this Agreement. Upon request of Caltrans Contract Manager, Contractor must immediately provide to Caltrans a copy of the required MCP(s), if any.

4. Licenses and Permits

- A. Contractor shall be an individual or firm qualified to do business in California and shall obtain at its expense all license(s) and permit(s) required by law for any work under this Agreement.

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- B. If Contractor is a California or foreign corporation, Contractor must be registered and active/in good standing with the California Secretary of State.
- C. If Contractor is any other business entity, Contractor must be registered and active/in good standing with the California Secretary of State, to the extent applicable.
- D. In the event any license(s) and/or permit(s) expire at any time during the term of this Agreement, Contractor agrees to provide Caltrans Contract Manager a copy of the renewed license(s) and/or permit(s) within 30 days following the expiration date. In the event Contractor fails to keep in effect at all times all required license(s) and permit(s), the State may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

5. Prohibition of Delinquent Taxpayers

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

6. Small Business or Disabled Veteran Business Enterprise Certification

- A. Contractor shall maintain its status as a DGS certified Small Business (SB)/Microbusiness (MB) or Disabled Veteran Business Enterprise (DVBE), as applicable, throughout the term of this Agreement.
- B. Subcontractor must also maintain its certification with the DGS Office of Small Business and Disabled Veteran Business Enterprise Services as a SB/MB or DVBE, as applicable, for the duration of this Agreement.