

California Department of Transportation



ADMINISTRATION

DIVISION OF PROCUREMENT AND CONTRACTS

1727 30th STREET, MS 65

SACRAMENTO, CA 95816-7006

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<https://dot.ca.gov/programs/procurement-and-contracts/>

June 9, 2026

Invitation for Bid (IFB) IFB # 05A3012 Notice to Prospective Bidders

You are invited to review and respond to this **IFB 05A3012**, titled **On-Call, and As-Needed Multi-Provider Title and Escrow Services in Santa Cruz, San Benito, and Monterey Counties**. In submitting your bid, you shall comply with the instructions found herein. In addition to those programs and preferences that are specified in this solicitation, Prospective Contractors are encouraged to consider programs and preferences that are available, such as those for the use of small businesses, disadvantaged businesses, disabled veteran businesses, and other businesses covered by State and Federal programs and preferences.

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

Disadvantaged Business Enterprise (DBE) goals do not apply to this IFB.

The designated contact person for this IFB is:

Gurinder Kaur
California Department of Transportation (Caltrans)
Email address: Gurinder.Kaur@dot.ca.gov
Phone: (279) 234-2252

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

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

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

Sincerely,

Gurinder Kaur

Contract Analyst

A) Purpose and Description of Services

1. This is an on-call and as-needed service request-based multi-provider Agreement for Title and Escrow Services for the acquisition of properties needed to accommodate future State highway facilities in Santa Cruz, San Benito, and Monterey Counties. Bidder must be a title and escrow company regulated by the California Department of Insurance.
2. Bidder must be able to provide quick and timely preliminary reports on multiple parcels associated with a transportation project.
3. On transportation projects only, a portion or percentage of these parcels will require escrow services. The number of escrows required will vary according to the final project alignment and various other conditions.
4. Many parcels are partial acquisitions requiring partial reconveyance. Occasionally, parcels may be owned by a utility company, railroad, and/or other State or Federal departments or agencies. The occurrence of these services is of a rare nature.
5. Title searches may also include searches by legal descriptions and/or require in-person searches at the county recorder's office.
6. Escrows services will typically be initiated and concluded within 30 to 90 days depending upon whether reconveyance documents are required.
7. Title and Escrow services may deal with multiple types of deeds, such as grants, easements and quitclaim deeds. However, deeds that are created by Caltrans will only require the Bidder to conduct the recording.
8. Some Title Reports or Litigation Guarantees may require the services to be performed on an expedited basis. Title Insurance policies and Litigation Guarantees must be received by Caltrans upon the sooner of 30 days from close of escrow or 30 days from the receipt of written request by Caltrans Contract Manager.
9. Refer to the **Proposed Form of Agreement, Exhibit A**, which is attached to this IFB, for a more complete description of services.
10. This is an as-needed service request based Multiple-Provider Agreement. Two (2) contractors may be awarded an agreement as a result of this solicitation.

B) Bidder's Minimum Qualifications

1. Bidder shall possess at the time of bid submittal, continuously thereafter, and for the duration of the Agreement, a valid and current Title and Escrow license issued by the California Department of Insurance. A copy of the required license must be submitted with the bidder's bid. Bidder shall obtain, pay for, and maintain in good standing, all required licenses, permits and certifications to accomplish the Title and Escrow services. An invalid license will result in rejection of the bidder's bid.
2. Failure of Bidder to sufficiently meet any or all the minimum qualifications, in the opinion of Caltrans, will result in the Bidder's bid deemed non-responsive.

C) Bid Requirements and Information

1. Time Schedule

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

Event	Date	Time (Pacific Time)
IFB available to prospective bidders	June 9, 2026	
Written Question Submittal	June 15, 2026	
Final Date and Time for Bid Submission	June 23, 2026	2:00 p.m.
Bid Opening	June 23, 2026	2:30 p.m.
Proposed Award Date (estimate)	July 9, 2026	

2. Questions and Answers

- A. Questions regarding this IFB must be submitted by **June 15, 2026**. Bidders must submit their questions via e-mail to Gurinder.Kaur@dot.ca.gov.
- B. Written questions must include: the individual's name, firm name, e-mail address and must reference **IFB No. 05A3012**.
- C. Written responses to all questions will be collectively compiled and posted, as an Addendum, to the Cal eProcure website (<https://caleprocure.com/pages/index.aspx>). It is the responsibility of the bidder to access the Cal eProcure website for any changes or addenda that may be posted. Refer to this **Section C, Time Schedule** for the schedule of events and dates/times. Bidder can contact the Contract Analyst named above.

3. Costs Included in Bid Rates

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

4. Small Business Preference

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

5. Mandatory Organic Waste Recycling

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

6. 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 **Proposed Form of Agreement, Exhibit A** 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 the any such required MCP(s).
- B. The 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 or their designee, Contractor must immediately provide to Caltrans a copy of the required MCP(s), if any.

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

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

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

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

- E. Available Coverages/Limits

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

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

10. Darfur Contracting Act

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

11. Iran Contracting Act

- A. Pursuant to the Iran Contracting Act of 2010 (Pub. Cont. Code Sections 2200 et seq., hereinafter “the Act”), persons identified on the list established under Public Contract Code Section 2202.5 (hereinafter “List”) are ineligible to bid on, submit a proposal for, enter into, or renew any Agreement with the State for goods or services of one million dollars or more.
- B. Any person who submits a bid or proposal must complete and submit to Caltrans with its bid proposal, the Iran Contracting Act Certification (DOT ADM-0078), provided as a link in **Attachment 2, Required Documents**, certifying that it is not on the most current List unless the person is exempted from the certification requirement by Public Contract Code Section 2203(c) or (d). If claiming an exemption, the person shall provide written evidence that supports an exemption under Public Contract Code Section 2203(c) or (d) with its bid or proposal.
- C. Any person, for an Agreement that is exempt from bidding or is renewed, or for whom an Agreement is otherwise awarded by the State, must complete and submit to Caltrans Iran Contracting Act, certifying that it is not on the most current List, before the Agreement has been executed by the parties, unless the person is exempted from the certification requirement by Public Contract Code Section 2205(c) or (d). If claiming an exemption, the person shall provide

written evidence that supports an exemption under Public Contract Code Section 2203(c) or (d), before execution of the Agreement.

12. 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.

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

A. The State of California seeks to realize the potential benefits of GenAI, through the development and deployment of GenAI tools, while balancing the risks of these new technologies. Bidder / Offeror must notify the State in writing if it:

- 1) Intends to provide GenAI as a deliverable to the State; or
- 2) Intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts:
 - a. Functionality of a State system,
 - b. Risk to the State, or
 - c. Contract performance.

Note: For avoidance of doubt, the term “materially impacts” shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.

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

14. Bid Submittal

- A. All bids must be mailed or hand-delivered by Caltrans Division of Procurement and Contracts, Bid Unit, by dates and times shown in **Section C, Bid Requirements and Information**.
- B. The mailing package/envelope should be labeled as follows:

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

YOUR RETURN ADDRESS **Agreement No. 05A3012**
Bid Due Date: 06/23/2026
Bid Due Time: 2:00 p.m.
Bid Opening Date: 06/23/2026
Bid Opening: 2:30 p.m.
Attention: Gurinder.Kaur@dot.ca.gov

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

BID SUBMITTAL DO NOT OPEN

- C. **Late bids will not be considered.**
- D. **Bids received in electronic format will not be accepted.**
- E. All bids shall include the documents identified on the IFB's **Required Documents, Attachment 2, located at the end of the solicitation.** Bids not including the required documents may be deemed non-responsive. A non-responsive bid is one that does not meet the basic bid requirements.
- F. Only an individual who is legally authorized to bind the proposing firm contractually shall sign all documents requiring a signature, and each document must bear a signature.
- G. If your bid is hand delivered, you must date and time stamp the sealed envelope/package immediately upon arrival. The date/time stamp machine is located in the lobby on the first floor to the right of the security guard station at the address noted above. After date/time stamping, the bid should be placed in the locked bid cabinet located below the time stamp. If the bid package is too large to be electronically stamped, date/time stamp one (1) of the labels provided and attach it to the proposal package. When the bid package is too large for the locked bid cabinet, ask the security guard to call the Division of Procurement and Contracts reception desk at (916) 227-6000 to have your bid package picked up.
- H. Bid opening will be held via teleconference on the date and time specified in **Section C, Bid Requirements and Information.** Bidders may participate via teleconference by calling **1-866-700-7952** and entering the pass code **7089821#**. Calls will be accepted beginning at 2:20 p.m. until the conclusion of the bid opening. Bids will be read in Agreement numeric order; questions will not be allowed; and information will not be repeated. Initial bid opening results will be posted online on the Division of Procurement and Contracts website at <https://dot.ca.gov/programs/procurement-and-contracts/bid-results> by 3:00 p.m. on the day following the bid opening. The Agreement will be awarded to the lowest responsible bidder meeting the requirements outlined in the IFB after verification and applicable incentives are applied.
- I. Bids must include the performance of all the services described herein. Any attempt to modify the bid document to deviate from the work specifications will not be considered and will cause a bid to be rejected.

- J. A bid may be rejected if it is conditional, incomplete, or if it contains any alterations of form or other irregularities of any kind. Caltrans may reject any bid on the basis that it is not responsive or from a non-responsible bidder and may waive any immaterial deviation in a bid. Caltrans waiver of an immaterial defect shall in no way modify the IFB document or excuse the bidder from full compliance with all requirements if awarded the Agreement.
- K. Costs for developing bids and in anticipation of award of an agreement is entirely the responsibility of the bidder and shall not be charged to the State.
- L. Only an individual who is authorized to bind the bidding firm contractually shall sign the Bid/Bidder Certification Sheet. The signature must also indicate the title or position that the individual holds in the firm. A bid with an unsigned Bid/Bidder Certification Sheet may be rejected.
- M. A bidder may modify a bid after its submission by first withdrawing the original bid and then by resubmitting a new bid prior to the bid submittal deadline. Bidder modifications offered in any other manner, oral or written, will not be considered.
- N. A bidder may withdraw a bid by, prior to bid opening, submitting a written withdrawal request to Caltrans, at DPAC.BidUnit@dot.ca.gov, signed by the bidder or an agent authorized to contractually bind the bidding firm. A bidder may thereafter submit a new bid prior to the bid submittal deadline. Bids may not be withdrawn without cause subsequent to bid submittal deadline. Please contact the Caltrans analyst located in this IFB with any questions.
- O. Caltrans may modify the IFB prior to the date fixed for submission of bids by the issuance of an addendum sent to all parties who received a bid package.
- P. Caltrans reserves the right to reject all bids for reasonable cause.
- Q. Bidders are cautioned not to rely on Caltrans during its evaluation process to discover and report to the bidder any defects and/or errors in the submitted documents. Before submitting their documents, bidders should carefully proof them for errors and full adherence to the IFB requirements.
- R. Where applicable, the bidder should carefully examine work sites and specifications. Bidder shall investigate conditions, character, and quality of surface or subsurface materials or obstacles that might be encountered. No additions or increases to the Agreement amount will be made due to a lack of careful examination of work sites and specifications.
- S. Caltrans does not accept alternate agreement language from a bidder. A bid with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions (GTC) are not negotiable. Also, the winning bidder(s) must complete, sign, and submit all pages of the Contractor Certification Clauses (CCC 04/2017) as part of the Agreement award process. Both the GTC 02/2025 and CCC 04/2017 may be viewed at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>.

15. Evaluation and Selection

- A. At the time of bid opening, each bid proposal's total and any small business and/or micro business information (if applicable) will be read aloud. Bids are considered preliminary pending review and verification of applicable bid requirements such as: small business preference, incentives, DVBE, licensing, bonding, qualifications, or other requirements as stated in the IFB. Agreements will be awarded to the lowest responsive and responsible bidder.
- B. Caltrans will check the bid submittal package to verify it received all required documents. Positive verification of required documents will be performed to determine its responsiveness to the State's needs.

- C. Bids that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the bidder, shall be rejected.
- D. The Agreement, if awarded, shall be awarded to the two (2) responsible bidders who submit the lowest bids and meet all the specifications. A bid meets the specifications if it complies with all the requirements in this solicitation. In the event of a tie bid, Caltrans will draw lots to determine the successful bidder. Only one (1) bid may be submitted by an entity: individual, firm, partnership, corporation, joint venture, or combination thereof. Receipt of more than one (1) bid from an entity will result in all bids from that entity being rejected and returned to the bidder.

16. Award

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

17. Protest

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

- A. Filing a Protest: The initial protest must be submitted to DGS, Office of Legal Services, and Caltrans, Protest Unit, prior to the award of the Agreement. When a protest has been submitted, the Agreement shall not be awarded until either the protest has been withdrawn or DGS has decided the matter. The written protest must be sent, either via e-mail or regular mail, to the addresses below:

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

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

18. Standard Conditions of Service

- A. Service shall not begin prior to the express date set by Caltrans Contract Manager and Contractor, after all approvals have been obtained, and the Agreement is fully executed. Should Contractor fail to commence work at the agreed upon time, Caltrans Contract Manager, upon five (5) days written notice to Contractor, reserves the right to terminate the Agreement. In addition, Contractor shall be liable to Caltrans for the difference between Contractor's bid price and the actual cost of performing work by the second lowest bidder or by another Contractor.
- B. All performance under the Agreement shall be completed on or before the termination date of the Agreement.
- C. Antitrust Provisions
 - 1) In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 USC Section 15 or under the Cartwright Act Chapter 2, commencing with Section 16700, of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder (Gov. Code Section 4552).
 - 2) If the awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid.
 - 3) Upon demand in writing by the assignor, the assignee shall, within one (1) year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action (Gov. Code Section 4554).
- D. If the bidder is awarded the Agreement and refuses to sign the Agreement presented for signature within the time and manner required, the bidder will be liable to Caltrans for actual damages resulting to Caltrans therefrom or 10 percent (10%) of the amount bid, whichever is less.
- E. Loss Leader usage is prohibited in this solicitation: It is unlawful for any person engaged in business within this State to sell or use any article or product as a "loss leader" as defined in California Business and Professions Code Section 17030. "Loss Leader" means any article or product sold at less than cost: a) where the purpose is to induce, promote or encourage the purchase of other merchandise; or b) where the effect is a tendency or capacity to mislead or deceive purchasers of prospective purchasers; or c) where the effect is to divert trade from or otherwise injure competitors.
- F. No oral understanding or agreement shall be binding on either party.

D) Special Programs

The following Special Programs are applicable to this IFB.

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

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

2. Disadvantaged Business Enterprise (DBE) Program

- A. On September 30, 2025, the U.S. Department of Transportation (U.S.DOT) issued an interim final rule (IFR) which, among other things, implemented changes to the Disadvantaged Business Enterprise (DBE) Program via modifications to 49 Code of Federal Regulations Part 26. (Docket Number DOT-OST-2025-0897.) The IFR was published in the Federal Register on October 3, 2025, and took immediate effect. (90 FR 47969 (Oct. 3, 2025). In the event of any ambiguity or discrepancy between the existing law, including the IFR, guidance, including U.S. DOT IFR Frequently Asked Questions (FAQ), and this Contract, existing law controls.
 - Interim Final Rule in Federal Register: [Federal Register :: Disadvantaged Business Enterprise Program and Disadvantaged Business Enterprise in Airport Concessions Program Implementation Modifications](#)
 - U.S. DOT DBE Interim Final Rule Guidance: [DBE IFR Guidance.9-30-2025.pdf](#)
 - [DBE IFR FAQ US DOT](#)

- B. This solicitation is subject to Title 49, Code of Federal Regulations, Part 26 (49 CFR 26) titled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs".. Information about the Federal DBE Program is available at:
<https://www.transportation.gov/civil-rights/disadvantaged-business-enterprise> or
<https://dot.ca.gov/programs/business-and-economic-opportunity>
- C. There is no specific contract goal for DBE participation in this Agreement.

BID PROPOSAL

ADM-1412 (REV. 08/2025)

**ATTACHMENT 1
TITLE & ESCROW SERVICES**

ITEM NO.	ITEM	ESTIMATED QUANTITY	UNIT OF MEASURE	UNIT PRICE (In Figures)	TOTAL (In Figures)
1.	Preliminary Title Reports	300	Per Parcel	\$	\$
2.	Title Record Search	150	Per Parcel	\$	\$
3.	Statement of Record Ownership Charge	150	Per Parcel	\$	\$
4.	Updates (Continuation Guarantees) of Preliminary Title Reports and Litigation Guarantees	50	Per Parcel	\$	\$
5.	Copies of additional documents, including filed maps (subdivision maps, parcel maps, records of survey, etc.) which are not referenced in the preliminary Title Report or Litigation Guarantee	50	Per Document	\$	\$
6.	Document Signing Fee	25	Per Document	\$	\$
7.	Document Preparation Fee	25	Per Document	\$	\$
8.	Electronic Recording Fee	25	Per Document	\$	\$
9.	Disbursement Service Fee	25	Per Document	\$	\$
10.	Electronic receipt and printing of loan documents and homeowner association documents	25	Per Set of Documents	\$	\$
SUBTOTAL PAGE 1 (Line Items 1-10)					

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- (2) IN CASE OF DISCREPANCY BETWEEN THE UNIT PRICE AND THE TOTAL SET FORTH FOR A UNIT BASIS ITEM, THE UNIT PRICE SHALL PREVAIL.
- (3) PLEASE DO NOT ALTER, MODIFY, OR CHANGE THIS BID PROPOSAL SHEET. ANY ALTERATIONS, MODIFICATIONS, OR CHANGES TO THIS BID PROPOSAL SHEET WILL BE GROUNDS TO REJECT THE BID.
- (4) EACH LINE ITEM MUST BE BID IN THE FORMAT PROVIDED. PLEASE DO NOT LEAVE ANY UNIT PRICE COLUMN BLANK OR THIS BID PROPOSAL SHEET WILL BE DEEMED NON-RESPONSIVE.
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BID PROPOSAL

ADM-1412 (REV. 08/2025)

RESIDENTIAL POLICY OF TITLE INSURANCE RATES (California Land Title Association Owner's Standard Coverage Policy)					
ITEM NO.	ITEM	ESTIMATED QUANTITY	TRANSACTION AMOUNT	UNIT PRICE (In Figures)	TOTAL (In Figures)
11.	Residential Transaction	1	\$0 to \$100,000	\$	\$
12.	Residential Transaction	1	\$100,001 to \$200,000	\$	\$
13.	Residential Transaction	1	\$200,001 to \$300,000	\$	\$
14.	Residential Transaction	1	\$300,001 to \$400,000	\$	\$
15.	Residential Transaction	1	\$400,001 to \$500,000	\$	\$
16.	Residential Transaction	1	\$500,001 to \$600,000	\$	\$
17.	Residential Transaction	1	\$600,001 to \$700,000	\$	\$
18.	Residential Transaction	1	\$700,001 to \$800,000	\$	\$
19.	Residential Transaction	1	\$800,001 to \$900,000	\$	\$
20.	Residential Transaction	1	\$900,001 to \$1,000,000	\$	\$
21.	Residential Transaction	1	\$1,000,001 to 1,100,000	\$	\$
22.	Residential Transaction	1	\$1,100,001 to \$1,400,000	\$	\$
23.	Residential Transaction	1	\$1,400,001 to \$1,700,000	\$	\$
24.	Residential Transaction	1	\$1,700,001 to \$2,000,000	\$	\$
25.	Residential Transaction	1	\$2,000,001 to \$2,300,000	\$	\$
26.	Residential Transaction	1	\$2,300,001 to \$2,600,000	\$	\$
27.	Residential Transaction	1	\$2,600,001 to \$5,000,000	\$	\$
SUBTOTAL RESIDENTIAL POLICY OF TITLE INSURANCE RATES (Line Items 11-27)				\$	

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BID PROPOSAL

ADM-1412 (REV. 08/2025)

COMMERCIAL POLICY OF TITLE INSURANCE RATES (California Land title Association Owner's Standard Coverage Policy)					
ITEM NO.	ITEM	ESTIMATED QUANTITY	TRANSACTION AMOUNT	UNIT PRICE (In Figures)	TOTAL (In Figures)
28.	Commercial Transaction	1	\$0 to \$100,000	\$	\$
29.	Commercial Transaction	1	\$100,001 to \$200,000	\$	\$
30.	Commercial Transaction	1	\$200,001 to \$300,000	\$	\$
31.	Commercial Transaction	1	\$300,001 to \$400,000	\$	\$
32.	Commercial Transaction	1	\$400,001 to \$500,000	\$	\$
33.	Commercial Transaction	1	\$500,001 to \$600,000	\$	\$
34.	Commercial Transaction	1	\$600,001 to \$700,000	\$	\$
35.	Commercial Transaction	1	\$700,001 to \$800,000	\$	\$
36.	Commercial Transaction	1	\$800,001 to \$900,000	\$	\$
37.	Commercial Transaction	1	\$900,001 to \$1,000,000	\$	\$
38.	Commercial Transaction	1	\$1,000,001 to 1,100,000	\$	\$
39.	Commercial Transaction	1	\$1,100,001 to \$1,400,000	\$	\$
40.	Commercial Transaction	1	\$1,400,001 to \$1,700,000	\$	\$
41.	Commercial Transaction	1	\$1,700,001 to \$2,000,000	\$	\$
42.	Commercial Transaction	1	\$2,000,001 to \$2,300,000	\$	\$
43.	Commercial Transaction	1	\$2,300,001 to \$2,600,000	\$	\$
44.	Commercial Transaction	1	\$2,600,001 to \$5,000,000	\$	\$
SUBTOTAL COMMERCIAL POLICY OF TITLE INSURANCE RATES (Line Items 28-44)				\$	

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BID PROPOSAL

ADM-1412 (REV. 08/2025)

RESIDENTIAL LITIGATION GUARANTEE RATES (California Land Title Association Owner's Standard Coverage Policy)					
ITEM NO.	ITEM	ESTIMATED QUANTITY	TRANSACTION AMOUNT	UNIT PRICE (In Figures)	TOTAL (In Figures)
45.	Residential Transaction	1	\$0 to \$100,000	\$	\$
46.	Residential Transaction	1	\$100,001 to \$200,000	\$	\$
47.	Residential Transaction	1	\$200,001 to \$300,000	\$	\$
48.	Residential Transaction	1	\$300,001 to \$400,000	\$	\$
49.	Residential Transaction	1	\$400,001 to \$500,000	\$	\$
50.	Residential Transaction	1	\$500,001 to \$600,000	\$	\$
51.	Residential Transaction	1	\$600,001 to \$700,000	\$	\$
52.	Residential Transaction	1	\$700,001 to \$800,000	\$	\$
53.	Residential Transaction	1	\$800,001 to \$900,000	\$	\$
54.	Residential Transaction	1	\$900,001 to \$1,000,000	\$	\$
55.	Residential Transaction	1	\$1,000,001 to 1,100,000	\$	\$
56.	Residential Transaction	1	\$1,100,001 to \$1,400,000	\$	\$
57.	Residential Transaction	1	\$1,400,001 to \$1,700,000	\$	\$
58.	Residential Transaction	1	\$1,700,001 to \$2,000,000	\$	\$
59.	Residential Transaction	1	\$2,000,001 to \$2,300,000	\$	\$
60.	Residential Transaction	1	\$2,300,001 to \$2,600,000	\$	\$
61.	Residential Transaction	1	\$2,600,001 to \$5,000,000	\$	\$
SUBTOTAL RESIDENTIAL LITIGATION GUARANTEE RATES (Line Items 45-61)				\$	

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BID PROPOSAL

ADM-1412 (REV. 08/2025)

COMMERCIAL LITIGATION GUARANTEE RATES (California Land Title Association Owner's Standard Coverage Policy)					
ITEM NO.	ITEM	ESTIMATED QUANTITY	TRANSACTION AMOUNT	UNIT PRICE (In Figures)	TOTAL (In Figures)
62.	Commercial Transaction	1	\$0 to \$100,000	\$	\$
63.	Commercial Transaction	1	\$100,001 to \$200,000	\$	\$
64.	Commercial Transaction	1	\$200,001 to \$300,000	\$	\$
65.	Commercial Transaction	1	\$300,001 to \$400,000	\$	\$
66.	Commercial Transaction	1	\$400,001 to \$500,000	\$	\$
67.	Commercial Transaction	1	\$500,001 to \$600,000	\$	\$
68.	Commercial Transaction	1	\$600,001 to \$700,000	\$	\$
69.	Commercial Transaction	1	\$700,001 to \$800,000	\$	\$
70.	Commercial Transaction	1	\$800,001 to \$900,000	\$	\$
71.	Commercial Transaction	1	\$900,001 to \$1,000,000	\$	\$
72.	Commercial Transaction	1	\$1,000,001 to 1,100,000	\$	\$
73.	Commercial Transaction	1	\$1,100,001 to \$1,400,000	\$	\$
74.	Commercial Transaction	1	\$1,400,001 to \$1,700,000	\$	\$
75.	Commercial Transaction	1	\$1,700,001 to \$2,000,000	\$	\$
76.	Commercial Transaction	1	\$2,000,001 to \$2,300,000	\$	\$
77.	Commercial Transaction	1	\$2,300,001 to \$2,600,000	\$	\$
78.	Commercial Transaction	1	\$2,600,001 to \$5,000,000	\$	\$
SUBTOTAL COMMERCIAL LITIGATION GUARANTEE RATES (Line Items 62-78)				\$	

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BID PROPOSAL

ADM-1412 (REV. 08/2025)

RESIDENTIAL ESCROW RATES (California Land Title Association Owner's Standard Coverage Policy)					
ITEM NO.	ITEM	ESTIMATED QUANTITY	TRANSACTION AMOUNT	UNIT PRICE (In Figures)	TOTAL (In Figures)
79.	Residential Transaction	1	\$0 to \$100,000	\$	\$
80.	Residential Transaction	1	\$100,001 to \$200,000	\$	\$
81.	Residential Transaction	1	\$200,001 to \$300,000	\$	\$
82.	Residential Transaction	1	\$300,001 to \$400,000	\$	\$
83.	Residential Transaction	1	\$400,001 to \$500,000	\$	\$
84.	Residential Transaction	1	\$500,001 to \$600,000	\$	\$
85.	Residential Transaction	1	\$600,001 to \$700,000	\$	\$
86.	Residential Transaction	1	\$700,001 to \$800,000	\$	\$
87.	Residential Transaction	1	\$800,001 to \$900,000	\$	\$
88.	Residential Transaction	1	\$900,001 to \$1,000,000	\$	\$
89.	Residential Transaction	1	\$1,000,001 to 1,100,000	\$	\$
90.	Residential Transaction	1	\$1,100,001 to \$1,400,000	\$	\$
91.	Residential Transaction	1	\$1,400,001 to \$1,700,000	\$	\$
92.	Residential Transaction	1	\$1,700,001 to \$2,000,000	\$	\$
93.	Residential Transaction	1	\$2,000,001 to \$2,300,000	\$	\$
94.	Residential Transaction	1	\$2,300,001 to \$2,600,000	\$	\$
95.	Residential Transaction	1	\$2,600,001 to \$5,000,000	\$	\$
SUBTOTAL RESIDENTIAL ESCROW RATES (Line Items 79-95)				\$	

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BID PROPOSAL

ADM-1412 (REV. 08/2025)

COMMERCIAL ESCROW RATES (California Land Title Association Owner's Standard Coverage Policy)					
ITEM NO.	ITEM	ESTIMATED QUANTITY	TRANSACTION AMOUNT	UNIT PRICE (In Figures)	TOTAL (In Figures)
96.	Commercial Transaction	1	\$0 to \$100,000	\$	\$
97.	Commercial Transaction	1	\$100,001 to \$200,000	\$	\$
98.	Commercial Transaction	1	\$200,001 to \$300,000	\$	\$
99.	Commercial Transaction	1	\$300,001 to \$400,000	\$	\$
100.	Commercial Transaction	1	\$400,001 to \$500,000	\$	\$
101.	Commercial Transaction	1	\$500,001 to \$600,000	\$	\$
102.	Commercial Transaction	1	\$600,001 to \$700,000	\$	\$
103.	Commercial Transaction	1	\$700,001 to \$800,000	\$	\$
104.	Commercial Transaction	1	\$800,001 to \$900,000	\$	\$
105.	Commercial Transaction	1	\$900,001 to \$1,000,000	\$	\$
106.	Commercial Transaction	1	\$1,000,001 to 1,100,000	\$	\$
107.	Commercial Transaction	1	\$1,100,001 to \$1,400,000	\$	\$
108.	Commercial Transaction	1	\$1,400,001 to \$1,700,000	\$	\$
109.	Commercial Transaction	1	\$1,700,001 to \$2,000,000	\$	\$
110.	Commercial Transaction	1	\$2,000,001 to \$2,300,000	\$	\$
111.	Commercial Transaction	1	\$2,300,001 to \$2,600,000	\$	\$
112.	Commercial Transaction	1	\$2,600,001 to \$5,000,000	\$	\$
SUBTOTAL COMMERCIAL ESCROW RATES (Line Items 96-112)				\$	

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BID PROPOSAL

ADM-1412 (REV. 08/2025)

SUBTOTAL PAGE 1		\$
SUBTOTAL RESIDENTIAL POLICY OF TITLE INSURANCE RATES (PAGE 2)		\$
SUBTOTAL COMMERCIAL POLICY OF TITLE INSURANCE RATES (PAGE 3)		\$
SUBTOTAL RESIDENTIAL LITIGATION GUARANTEE RATES (PAGE 4)		\$
SUBTOTAL COMMERCIAL LITIGATION GUARANTEE RATES (PAGE 5)		\$
SUBTOTAL RESIDENTIAL ESCROW RATES (PAGE 6)		\$
SUBTOTAL COMMERCIAL ESCROW RATES (PAGE 7)		\$
113.	SUBTOTAL (SUM PAGES 1-7)	\$
114.	3rd Party Reconveyance and Subordination Fees: Actual costs to be reimbursed to contractor based on receipts/invoices for 3 rd party reconveyance and subordination fees. No mark-up is allowed. This amount shall be ten percent (10%) of the actual subtotal amount (.10 x subtotal). Bidder shall enter 10% of the subtotal.	\$
FINAL PROPOSAL AMOUNT (Line Item 113 + Line Item 114)		\$

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Attachment 2
Required Documents

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

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

- ☐ Attachment 1 - Bid Proposal (ADM-1412)
- ☐ Bid/Bidder Certification Sheet (DOT ADM-1416) [Bid/Bidder Certification Sheet](#)
- ☐ California Civil Rights Laws Certification (DOT ADM-0076) [California Civil Rights Laws Certification](#)
- ☐ Darfur Contracting Act Certification (DOT ADM-0077) [Darfur Contracting Act Certification](#)
- ☐ Iran Contracting Act Certification (DOT ADM-0078) [Iran Contracting Act Certification](#)
- ☐ Copy of Title and Escrow License issued by the California Department of Insurance

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

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

Attachment 3
Proposed Form of Agreement

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

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

05A3012

PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

California Department of Transportation (Caltrans)

CONTRACTOR NAME

TBD

2. The term of this Agreement is:

START DATE

July 15, 2026 (estimate), or upon DGS approval, whichever is later

THROUGH END DATE

July 14, 2031 (estimate)

3. The maximum amount of this Agreement is:

TBD

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	6
Exhibit B	Budget Detail and Payment Provisions	3
Exhibit C *	General Terms and Conditions (GTC 02/2025)	Online
Exhibit D	Special Terms and Conditions	10
Exhibit E	Additional Provisions	3
Exhibit F	FHWA-1273—Revised October 23, 2023	1
Attachment 1	Bid Proposal, ADM-1412 (to be attached on award)	8
Attachment 2	Sample Service Request	2

Items shown with an asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto.**These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>***IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.****CONTRACTOR**

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

TBD

CONTRACTOR BUSINESS ADDRESS

CITY

STATE

ZIP

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

05A3012

PURCHASING AUTHORITY NUMBER (If Applicable)

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Transportation (Caltrans)

CONTRACTING AGENCY ADDRESS

1727 30th Street, MS 65

CITY

Sacramento

STATE

CA

ZIP

95816

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Exhibit A
Commercial Services Agreement--Federal

Scope of Work

1. This is an on-call and as-needed Service Request based multi-provider Agreement. Contractor agrees to provide to the California Department of Transportation (Caltrans), Title and Escrow services as described herein.
2. The services shall be performed for properties located in Santa Cruz, San Benito, and Monterey Counties.
3. By submitting a bid for these services, Contractor is certifying their ability to provide adequate title searches within the geographical area serviced under this Agreement.
4. Subcontracting is not permitted under this Agreement. All references to subcontracting or subcontractors as found herein are not applicable to this Agreement.
5. Any reference to Caltrans Contract Manager shall also include his/her designee.
6. This Agreement will commence on **July 15, 2026 (estimate)**, or upon Department of General Services (DGS) approval, whichever is later, and no work shall begin before that time. This Agreement is of no effect unless approved by DGS. Contractor shall not receive payment for work performed prior to approval of the Agreement and before receipt of notice to proceed by Caltrans Contract Manager. This Agreement shall expire on **July 14, 2031 (estimate)**, five (5) years from the commencement date. The services shall be provided during normal working hours, Monday through Friday, except holidays. The parties may amend this Agreement as permitted by law.
7. 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.

California Department of Transportation (Caltrans)	Contractor: TBD
Section/Unit: D5/Right of Way	
Caltrans Contract Manager:	Project Manager:
Address:	Address:
Business Phone Number:	Business Phone Number:
Email:	Email:

8. Service Requests

- A. The term for Placement of New Orders is limited to the period commencing **July 15, 2026 (estimate)** and ending **July 14, 2029 (estimate)**, three (3) years from the commencement date. Contractor shall not open New Orders for title and escrow services after **July 14, 2029 (estimate)**.
- B. If it is anticipated there will be open escrow orders pending beyond **July 14, 2031 (estimate)**, the expiration date of this Agreement, an amendment will be executed prior to the Agreement expiration date, solely to complete open escrow orders. The amendment may not exceed one (1) year and shall include the same terms and conditions as this Agreement.

Exhibit A
Commercial Services Agreement–Federal

- C. On an on-call basis, as needed the Caltrans Contract Manager shall assign specific services, as described herein, to the Contractor through the issuance of a Service Request (see **Attachment 2, Sample Service Request**). All work requested shall be limited to the type of work specified in this **Exhibit A, Scope of Work**. It is understood and agreed that all work assigned in a Service Request must conform to the requirements of this Agreement.
- D. Work will be assigned first to the lowest ranked bidder. When the lowest ranked bidder is unable to accept any additional work, a subsequent bidder will then be called in ascending order (lowest to highest) of their bid amount, up to a total of two (2) bidders.

RANK	CONTRACTOR	BID AMOUNT
1.	TBD	\$TBD
2.	TBD	\$TBD

- E. Any work that extends past the Service Request due date shall constitute grounds for termination (refer to **Exhibit D, Section 2, Termination**).
- F. Any work described herein that must be redone due to errors, illegibility, or inaccurate information, shall be redone at the Contractor's expense at no additional cost to Caltrans.
- G. All work assigned herein must be completed by the specified due dates set forth in the Service Request. Any work that requires any extension to the due dates must be approved, in advance, by amendment to the Service Request by the Caltrans Contract Manager and only for reasonable cause.

9. Description of Services and Timelines

- A. Upon receipt of the Caltrans Contract Manager's Service Request, Contractor agrees to furnish title and escrow services as described in this Agreement.
- B. Contractor shall furnish preliminary title reports, litigation guarantees, policies of title insurance, and perform other title and escrow services as hereinafter defined.
- C. Caltrans and Contractor understand it is customary to pay for Policy of Title Insurance based on purchase price for the parcel as determined by contract, insured amount of litigation guarantee, stipulated judgement, or judgement in condemnation. However, Caltrans may require preliminary title reports on tens (or hundreds) of potential right of way parcels for preliminary Design and Right of Way Engineering work on any given project. Many of these parcels may not be required or acquired for the project, and thus Policy of Title Insurance based on purchase price for the specific parcel(s) will not be needed. Consequently, Caltrans will reimburse Contractor only for preliminary title reports on a per parcel basis per rates in **Attachment 1, line item 1**.

Exhibit A
Commercial Services Agreement--Federal

- D. Contractor agrees, per rates in **Attachment 1, line item 1**, Caltrans will pay a per parcel rate for preliminary title reports for parcels. If a parcel requires additional research in order to produce the preliminary title report, Contractor can, with pre-approval by the Caltrans Contract Manager, charge the parcel Title Record Search rate as shown on **Attachment 1, line item 2**. In the event escrow does not close or if it is canceled, no additional fee will be due to Contractor for the preliminary title report and no refund will be due to Caltrans.
- E. Contractor shall provide to Caltrans preliminary title reports or litigation guarantees, to be sent electronically, within thirty (30) days of the start date of the Service Request. If this time frame cannot be met, Contractor shall notify the Caltrans Contract Manager via phone or e-mail within seven (7) days of receiving the request.
- F. At no additional cost, Contractor shall furnish copies of any recorded document, including vesting deeds, referenced in the preliminary title report or litigation guarantee. All documents provided shall be legible. All documents referenced in preliminary title reports or litigation guarantees shall be hyperlinked to those specific documents.
- G. Contractor shall update title reports as requested by the Caltrans Contract Manager at the rate listed on **Attachment 1, line item 4**.
- H. Policies of Title Insurance, using California Land Title Association (CLTA) Owner's Standard Coverage Policy Form, will be sent electronically by Contractor to Caltrans within thirty (30) days of the close of escrow or date requested, covering the estate or interest created through the acquisition of lands by Caltrans. Any work that requires extensions to these due dates must be approved in advance and in writing by the Caltrans Contract Manager. All documents provided shall be legible.
- I. In cases where access rights are being purchased, Contractor shall include one of the following CLTA Endorsements in Policies of Title: 106, 106.1, 106.2, 106-C, 106.1-C, or 106.2-C. This assures the release and relinquishment to Caltrans of abutter's rights of access on freeways and expressways. CLTA Endorsements shall be provided at no additional cost.
- J. The Contractor shall furnish, as requested by the Caltrans Contract Manager, the following unilateral escrow services based upon instructions from the Caltrans Contract Manager. Escrow Services to be performed by Contractor shall consist of those escrow services normally provided in a property transaction and the following:
 - 1) Obtaining reconveyances, both partial and full.
 - 2) Providing access rights endorsements in Policies of Title Insurance.
 - 3) Other escrow services that are peculiar or necessary to that particular Caltrans transaction.
- K. Caltrans will reimburse Contractor at the close of escrow for the payment of all reasonable third-party fees directly related to the reconveyance or subordination of any deed of trust eliminated through the escrow or actual costs at the close of escrow up to a maximum of \$1000.00. In the event the total charges exceed \$1000.00 on any one deed of trust, such costs must have prior written approval of Caltrans by the District Division Chief for Right of Way or the Caltrans Contract Manager. Total fees paid under this

Exhibit A
Commercial Services Agreement--Federal

section shall not exceed the maximum amount set forth in **Attachment 1, Line Item 114, 3rd Party Reconveyance and Subordination Fees.**

- L. No additional charges or fees will be paid to cover recording fees for documents exempt under California Government Code Section 27383. This includes all deeds, reconveyances, and or transfers in which the State of California or a subdivision thereof is the grantee or recipient of benefits. This also includes related instruments such as orders of the court, powers of attorney, and any and all deeds, conveyances, and other instruments of whatever kind, for which recordation is necessary in order to complete the chain of title to land or an interest therein being acquired by Caltrans.
- M. Tabulation of Sales
- 1) Contractor agrees to furnish, on each preliminary title report or litigation guarantee issued, a tabulation of all sales on the subject property for a period of five (5) years (excluding the current year) immediately preceding the date of the preliminary title report or litigation guarantee.
 - 2) The tabulation of sales shall identify and include: the name of the grantor, the name of the grantee, date of the deed, recording references, the amount of Documentary Transfer Taxes, and the mailing address as shown by the Recorder's office.
- N. Continuation Guarantees (Updates)
- Caltrans may request continuation (updated) preliminary title reports or litigation guarantees up to five (5) years from the date of the original order for an additional fee not to exceed the per parcel update/continuation rate per **Attachment 1, line item 4**. This provision shall survive the expiration date of this Agreement and Contractor shall bind its successors and assigns regarding the requirements in this section.
- O. Copies of Additional Documents
- Copies of additional documents, including filed maps (such as subdivision maps, parcel maps, records of survey) required to aid in the determination of property boundaries, which are not referenced in the preliminary title report or litigation guarantee, shall be furnished to Caltrans at the rates specified in **Attachment 1, line item 5**, within thirty (30) days of request.
- P. Definition of Parcel
- The term "parcel", as used herein, is defined as any of the following, with ownership determined as of the time an order is received:
- 1) Any lot, or any portion thereof, vested in a separate ownership within the same block of any town, city, or subdivision.
 - 2) Any number of lots located within the same block of any town, city, or subdivision, vested in the same ownership, which ownership has been previously covered by title reports or policies of title insurance.
 - 3) All land vested in the same ownership, which ownership has been previously covered by reports or policies of title insurance, located entirely within one government survey section.

Exhibit A
Commercial Services Agreement--Federal

- 4) Any contiguous land vested in the same ownership, which ownership has been previously covered by reports or policies of title insurance, located entirely within one Land Grant such as, or including, but not limited to, Pueblo, Rancho, which has not been sectionized, or in one (1) swamp or overflow survey.
- 5) The portion of any street or alley adjoining any parcel as above defined, which portion of street or alley has not been previously insured.
- 6) Any right of way or easement appurtenant to any land that has not been previously insured, such as railroad and or utility corridors. If such easement or right of way crosses more than one (1) ownership, the portion thereof crossing each such separate ownership shall be considered a separate parcel. The occurrence of this service is of a rare nature.

Q. California Land Title Association (CLTA) Endorsements

When pertinent, the following CLTA Endorsements are to be attached to the original and copies of the Policy of Title Insurance:

- 1) No. 106, assuring the release and relinquishment to Caltrans of abutters' rights of access on freeways or controlled access highways when both land and access rights are being acquired.
- 2) No. 106.1, assuring the release and relinquishment to Caltrans of abutters' rights of access on freeways or controlled access highways when only access rights are being acquired.
- 3) No. 106.2, assuring the release and relinquishment to Caltrans of abutters' rights of access when both land and access rights are being acquired, and in addition, access rights only as to other land abutting upon an existing highway which land is also owned by the same owner.
- 4) No. 106-C, assuring the same rights as under No. 106 above, but when such rights are acquired by a decree of condemnation.
- 5) No. 106.1-C, assuring the same rights as under No. 106.1 above, but when such rights are acquired by a decree of condemnation.
- 6) No. 106.2-C, assuring the same rights as under No. 106.2 above, but when such rights are acquired by a decree of condemnation.

R. Title Information Data

1) Statement of Record Ownership

Contractor, when requested, will furnish for the sole use by Caltrans a statement of record ownership provided such ownership may be determined from a cursory examination of its title records without examination of the public records nor passing upon the sufficiency of the documents showing the name of the grantee in whom record title vests, together with a description as it appears in the deed vesting title in such grantee, at a per parcel charge per Contractor's **Attachment 1, line item 3**, and **Exhibit B**.

Exhibit A
Commercial Services Agreement--Federal

2) Additional Title Record Services

- a. Contractor, when requested, will furnish certain additional services from its title records such as Title Record Search Services, which are to be performed exclusively by employees of Contractor or employees of its Subcontractors. These requests will be initiated by the Caltrans Contract Manager. The charges for these services, including copying documents to provide to the State, shall be on a per document basis per rates in **Attachment 1, line item 5**.
- b. Title Record Search Services may include searches by legal descriptions and/or require in-person searches at the County Recorder's Office. In person searches, travel, and travel related expenses are included in Contractor's rates for bid items in **Attachment 1, line item 2**.

10. Waste Disposal

Prior to the commencement of waste disposal, Contractor must adhere to the provisions highlighted in Senate Bill 1383 (Lara) of 2016 Title 14, CCR, General Provisions section 18981.2, Public Resources Code sections 42652 et. seq.

Exhibit B
Commercial Services Agreement--Federal

Budget Detail and Payment Provisions

1. Invoicing and Payment

- A. For services satisfactorily rendered and approved by Caltrans Contract Manager, and upon receipt and approval of the invoices, Caltrans agrees to compensate Contractor in accordance with **Attachment 1, Bid Proposal** and this **Exhibit B**. Incomplete or disputed invoices shall be returned to Contractor, unpaid, for correction.
- B. Invoices shall be submitted showing the Service Request for each billable increment. When Service Requests are assigned, the appropriate Service Request element(s) will be identified by Caltrans Contract Manager.
- C. Each invoice shall include:
 - 1) Agreement Number 05A3012
 - 2) Escrow Number (if applicable)
 - 3) Service Request Number
 - 4) Dates of Service
 - 5) Location of Service
 - 6) Right of Way Number
 - 7) Contract Number
 - 8) Title Policy (if applicable)
 - 9) Recording Fees (if applicable)
 - 10) Reconveyance Fee Reimbursed to Seller for Pay Off (if applicable)
 - 11) Credit for Title Policy (if applicable)
- D. Each invoice shall be submitted in triplicate to:

California Department of Transportation (Caltrans)
D5/Right of Way
Attention: TBD
Street Address/PO Box
City, CA Zip Code

2. Budget Contingency Clause

- A. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional or legislative appropriation of funds, for the mutual benefit of both parties in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.
- B. This Agreement is valid and enforceable only if sufficient funds are made available to Caltrans by United States Government or 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 State Legislature does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

Exhibit B
Commercial Services Agreement--Federal

- 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. Refer to **Exhibit D, Section 2, Termination**.

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. Pursuant to 49 Code of Federal Regulations, Part 26.29(b), Caltrans will not withhold payment from Contractor, and Contractor, and any of its subcontractors, shall not withhold payment from any subcontractor when the Agreement is Federally funded.
- C. 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**. This is a multiple provider contract. This Contract's cost limitation is limited to (Agreement **05A3012A**) the lowest responsive responsible bidder's contract price. Each Contractor's rate(s) for services will be paid in accordance with its **Bid Proposal, Attachment 1**.
- B. It is understood and agreed that this total is an estimate, and that Caltrans will pay only for those services actually rendered as authorized by Caltrans Contract Manager up to the total amount set forth in **Section A**, above

5. Excise Tax

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. 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, but not limited to, sales and use taxes required by law or otherwise shall be included in the Agreement rates and no additional allowance will be made thereof, unless separate payment provision should specifically so provide.

7. Cost Principles

- A. Contractor agrees that the Contract Cost Principles and Procedures in 48 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.

Exhibit B
Commercial Services Agreement–Federal

- 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 the provisions of this Section.

Exhibit D
Commercial Services Agreement--Federal

Special Terms and Conditions

1. Settlement of Disputes

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

2. Termination

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

3. Retention of Records/Audits

- A. For the purpose of determining compliance with Government Code Section 8546.7, Contractor and Subcontractors shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including, but not limited to, the costs of administering the Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three (3) 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 Contractor that are pertinent to the Agreement for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

Exhibit D
Commercial Services Agreement--Federal

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

4. Subcontractors

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

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

6. Disadvantaged Business Enterprise (DBE) Program Changes

On September 30, 2025, the U.S. Department of Transportation (U.S. DOT) issued an interim final rule (IFR) which, among other things, implemented changes to the Disadvantaged Business Enterprise (DBE) Program via modifications to 49 Code of Federal Regulations Part 26. (Docket Number DOT-OST-2025-0897.) The IFR was published in the Federal Register on October 3, 2025, and took immediate effect. (90 FR 47969 (Oct. 3, 2025).) In the event of any ambiguity or discrepancy between the existing law, including the IFR, guidance, including U.S. DOT IFR Frequently Asked Questions (FAQ), and this Contract, existing law controls.

- Interim Final Rule in Federal Register: [Federal Register :: Disadvantaged Business Enterprise Program and Disadvantaged Business Enterprise in Airport Concessions Program Implementation Modifications](#)
- U.S. DOT DBE Interim Final Rule Guidance: [DBE IFR Guidance.9-30-2025.pdf](#)
- [DBE IFR FAQ US DOT](#)

7. DBE Program Participation Without Goals

- A. This Agreement is subject to 49 CFR 26, entitled "Participation by Disadvantaged Business Enterprises in Caltrans Financial Assistance Programs", in the award and administration of Federally assisted Agreements. The regulations in their entirety are incorporated by this reference and made part of this Agreement as if attached hereto.
- B. There is no specific contract goal for DBE participation in this Agreement.
- C. If subcontracting is allowed in this solicitation, any subcontract entered into between Contractor and Subcontractor(s) as a result of this Agreement shall contain all the provisions of this section.

8. Exclusion of Retention

- A. In conformance with 49 CFR 26.29(b)(1), the retention of proceeds required by Public Contract Code Section 10261 shall not apply.

Exhibit D
Commercial Services Agreement--Federal

- B. In conformance with Public Contract Code Section 7200(b), in subcontracts between Contractor and a Subcontractor and in subcontracts between a Subcontractor and any Subcontractor thereunder, retention proceeds shall not be withheld, and the exceptions provided in Public Contract Code Section 7200(c), shall not apply. At the option of Contractor, Subcontractor(s) may be required to furnish payment and performance bonds issued by an admitted surety insurer.
- C. Any subcontract entered into as a result of this Agreement shall contain all the provisions of this clause.

9. Contractor's Priority Hiring Considerations

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

10. Federal Lobbying Activities Certification

- A. Contractor certifies, to the best of its knowledge and belief, that:

No State or Federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of any State or Federal agency, a Member of the State Legislature or United States Congress, an officer or employee of the Legislature or Congress, or any employee of a Member of the Legislature or Congress in connection with the awarding of any State or Federal agreement, the making of any State or Federal grant, the making of any State or Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any State or Federal agreement, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Agreement, grant, loan, or cooperative agreement, Contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities", in accordance with its instructions.
- C. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31, United States Code, Section 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- D. Contractor also agrees by signing this document that it shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000, and that all such subcontractors shall certify and disclose accordingly.

Exhibit D
Commercial Services Agreement--Federal

11. Rebates, Kickbacks, and Other Unlawful Consideration

Contractor warrants that this Agreement was not obtained or secured through rebates, kickbacks, or other unlawful consideration either promised or paid to any State agency employee. For breach or violation of this warranty, the State shall have the right, in its discretion, to terminate the Agreement without liability, to pay only for the value of work performed, or to deduct from the Agreement price or otherwise recover the full amount of each rebate, kickback, or other unlawful consideration.

12. Debarment and Suspension Certification

- A. Contractor's signature affixed herein shall constitute a certification under penalty of perjury under the laws of the State of California, that Contractor or any person associated therewith in the capacity of owner, partner, director, officer, or manager:
- 1) Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
 - 2) Has not been suspended, debarred, voluntarily excluded, or determined ineligible by any Federal agency within the past three (3) years;
 - 3) Does not have a proposed debarment pending; and
 - 4) Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.
- B. Any exceptions to this certification must be disclosed to Caltrans. Exceptions will not necessarily result in denial of recommendation for award but will be considered in determining bidder responsibility. Disclosures must indicate the party to whom the exceptions apply, the initiating agency, and the dates of agency action.

13. 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 the 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 the 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, the 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 the existence or degree of negligence or fault on the part of Caltrans, the State of California, and/or any of their officers, agents, and/or employees.

Exhibit D
Commercial Services Agreement--Federal

14. 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.

15. Laws to be Observed

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

16. 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.

17. 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 section.

Exhibit D
Commercial Services Agreement--Federal

18. Force Majeure

Neither party shall be liable to the other for any delay in, or failure of, performance, nor shall any such delay in, or failure of, pact or negligence of 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.

19. State-Owned Data--Integrity and Security

A. Contractor shall comply with the following requirements to ensure the preservation, security, and integrity of State-owned data on portable computing devices and portable electronic storage media:

- 1) Encrypt all State-owned data stored on portable computing devices and portable electronic storage media using government-certified Advanced Encryption Standard cipher algorithm with a 256-bit or 128-bit encryption key to protect Caltrans data stored on every sector of a hard drive, including temp files, cached data, hibernation files, and even unused disk space.

Data encryption shall use cryptographic technology that has been tested and approved against exacting standards, such as FIPS 140-2 Security Requirements for Cryptographic Modules.

- 2) Encrypt, as described above, all State-owned data transmitted from one computing device or storage medium to another.
- 3) Maintain confidentiality of all State-owned data by limiting data sharing to those individuals contracted to provide services on behalf of the State, and limit use of State information assets for State purposes only.
- 4) Install and maintain current anti-virus software, security patches, and upgrades on all computing devices used during the course of the Agreement.
- 5) Notify Caltrans Contract Manager immediately of any actual or attempted violations of security of State-owned data, including lost or stolen computing devices, files, or portable electronic storage media containing State-owned data.
- 6) Advise the owner of the State-owned data, the agency Information Security Officer, and the agency Chief Information Officer of vulnerabilities that may present a threat to the security of State-owned data and of specific means of protecting that State-owned data.

B. Contractor shall use the State-owned data only for State purposes under this Agreement.

C. Contractor shall not transfer State-owned data to any computing system, mobile device, or desktop computer without first establishing the specifications for information integrity and security as established for the original data file(s). (State Administrative Manual Section 5335.1).

Exhibit D
Commercial Services Agreement--Federal

20. Disadvantaged Business Enterprise (DBE) Assurances

- A. The recipient shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any United States Department of Transportation (USDOT) assisted contract or in the administration of its DBE Program or the requirements of 49 CFR, Part 26. The recipient shall take all necessary and reasonable steps under 49 CFR, Part 26 to ensure nondiscrimination in the award and administration of USDOT-assisted contracts. The recipient's DBE Program, as required by 49 CFR Part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this Agreement.

Upon notification by the applicable USDOT agency to the recipient of its failure to carry out its approved program, the USDOT may impose sanctions as provided for under 49 CFR Part 26. They may also, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 USC 3801 et seq.).

- B. Contractor or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. Contractor shall carry out applicable requirements of 49 CFR, Part 26, in the award and administration of USDOT Federally assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of the contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:
- 1) Withholding monthly progress payments
 - 2) Assessing sanctions
 - 3) Liquidated damages
 - 4) Disqualifying Contractor from future bidding as non-responsible

Each subcontract signed by the bidder must include this assurance.

21. Title VI Assurances

A. Appendix A

During the performance of this Agreement, Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

1) Compliance with Regulations:

Contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the US Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made part of this Agreement.

Exhibit D
Commercial Services Agreement--Federal

2) Non-Discrimination:

Contractor, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, national origin, age, sex, or disability in the selection and retention of Subcontractors, including procurements of materials and leases of equipment. Contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3) Solicitations for Subcontracts, Including Procurements of Materials and Equipment:

In all solicitations, either by competitive bidding or negotiation made by Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier will be notified by Contractor of Contractor's obligations under this Agreement and the Acts and the Regulations relative to non-discrimination on the grounds of race, color, national origin, age, sex, or disability.

4) Information and Reports:

Contractor will provide all information and reports required by the Acts, Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by Caltrans or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, Contractor will so certify to Caltrans or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.

5) Sanctions for Noncompliance:

In the event of Contractor's noncompliance with the non-discrimination provisions of this Agreement, Caltrans will impose such Agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

- a) Withholding of payments to Contractor under the Agreement until Contractor complies, and/or
- b) Cancelling, terminating, or suspending an Agreement, in whole or in part.

6) Incorporation of Provisions:

Contractor will include the provisions of paragraphs 1 through 6 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. Contractor will take action with respect to any subcontract or procurement as Caltrans or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if Contractor becomes involved in, or threatened with litigation by a subcontractor or supplier because of such direction, Contractor may request Caltrans to enter into such litigation to protect the interests of the State. In addition, Contractor may request the United States to enter into the litigation to protect the interests of the United States.

Exhibit D
Commercial Services Agreement--Federal

B. Appendix E (Pertinent Non-Discrimination Authorities)

During the performance of this Agreement, Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities, including, but not limited to:

- 1) Title VI of the Civil Rights Act of 1964 (42 USC Section 2000d et seq., 78 Statute 252), prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- 2) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC Section 460 1) prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects;
- 3) Federal-Aid Highway Act of 1973 (23 USC Section 324 et seq.) prohibits discrimination on the basis of sex;
- 4) Section 504 of the Rehabilitation Act of 1973 (29 USC Section 794 et seq.), as amended, prohibits discrimination on the basis of disability; and 49 CFR Part 27;
- 5) The Age Discrimination Act of 1975 (42 USC Section 6101 et seq.), as amended, prohibits discrimination on the basis of age;
- 6) Airport and Airway Improvement Act of 1982 (49 USC Section 471, Section 47123), as amended, prohibits discrimination based on race, creed, color, national origin, or sex;
- 7) The Civil Rights Restoration Act of 1987 (PL 100-259) broadened the scope, coverage, and applicability of Title VI of the Civil Right Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub- recipients, and contractors, whether such programs or activities are Federally funded or not;
- 8) Titles II and III of the Americans with Disabilities Act, which prohibit discrimination of the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC Sections 12131-12189) as implemented by USDOT regulations 49 CFR Parts 37 and 38;
- 9) The Federal Aviation Administration's non-discrimination statute (49 USC Section 47123) prohibits discrimination on the basis of race, color, national origin, and sex;
- 10) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-income Populations, which requires each Federal agency to conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures that such programs, policies, and activities do not have the effect of excluding persons (including populations) from participation in, denying persons (including populations) the benefits of, or subjecting persons (including populations) to discrimination under, such programs, policies, and activities, because of their race, color, or national origin, and requires each Federal agency to make achieving environmental justice part of its mission by identifying and addressing, as appropriate, disproportionately

Exhibit D
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high and adverse human health or environmental effects of its programs, policies, and activities on minority and low-income populations;

- 11) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (LEP), and resulting agency guidance, national origin discrimination includes discrimination because of LEP. To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 CFR Sections 74087-74100);
- 12) Title IX of the Education Amendments of 1972 (20 USC Section 1681 et seq.), as amended, which prohibits you from discriminating because of sex in education programs or activities.

22. 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.

23. Electronic Signatures

Each party agrees that the 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.

24. 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 Agreement--Federal

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 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 Caltrans 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 its Subcontractors as insureds under Contractor's insurance or supply evidence of insurance to Caltrans 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.

Exhibit E
Commercial Services Agreement--Federal

- 2) The policy must include:

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

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

B. Automobile Liability

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

C. Workers' Compensation and Employer's Liability

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

D. Satisfying a Self-Insured Retention (SIR)

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

E. Available Coverages/Limits

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

3. Title and Escrow License

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

Exhibit E
Commercial Services Agreement--Federal

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

4. Motor Carrier Permit Requirements

- A. Contractor 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 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.

5. Prohibition of Delinquent Taxpayers

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

6. Interfacing with Pedestrian and Vehicular Traffic

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

Exhibit F
Commercial Services Agreement–Federal

[FHWA-1273–Revised October 23, 2023](#)

Required Contract Provisions Federal-Aid Construction Contract

Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert [this form](#) in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR633.102(e).

Sample Service Request

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

Agreement Number
TBD

Service Request
Number

Date Issued

Contractor

Project Manager

Project Title

Title & Escrow Services

Department's Contract Manager

TBD

Performance Period – No Service Request shall extend beyond the expiration date of the Agreement.

Work under this Service Request shall begin on _____ and terminate on _____

1. **Service Request Description**

New Order Update/Amended ☐ Guarantee

Note: If the order is for an amended or updated report, please attach a copy of the front page of the original Title Report.

State Parcel

A.P.N.

#

County/Route

Title Order #

***Appraised Value**

2. **Scope of Services (Include Service Request Scope of Work, expected results, and Service Request deliverables.)**

3. **Cost**

A. Contractor will be paid in accordance with Exhibit A, Section B, Service Requests; Exhibit B, Section 1; and the Rates shown on Contractor's Bid Proposal.

4. **Approval Signatures**

I certify that this Service Request complies with the provisions of **Agreement Number 05A3012** and are necessary for the satisfactory completion of the product(s) contracted for, and that sufficient funding has been encumbered to pay for this work.



Department's Contract Manager's Signature

Date

IN WITNESS WHEREOF, this Service Request has been executed under the provisions of **Agreement Number 05A3012** between the State of California, Department of Transportation, and **TBD**. By signature below, the parties hereto agree that all terms and conditions of this Service Request Number and Agreement Number shall be in full force and effect.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

TITLE COMPANY NAME



Date

Date

EA:	Project Number:	Requestor:
Title Number:	Escrow Number:	Date Report Received:
Uploaded into ROWMIS:	Funding Profile #:	Invoice Received/Processed:

[illegible]