

Solicitation BOPP-201A

Online County Assessors Subscription Service

State of California

Bid BOPP-201A

Online County Assessors Subscription Service

Bid Number **BOPP-201A**
Bid Title **Online County Assessors Subscription Service**

Bid Start Date **Mar 17, 2011 9:27:02 AM PDT**
Bid End Date **Apr 6, 2011 2:00:00 PM PDT**
Question & Answer End Date **Apr 4, 2011 5:00:00 PM PDT**

Bid Contact **Richele Coy**
916-376-1762
Richele.Coy@dgs.ca.gov

Standard Disclaimer **The State of California advises that prospective bidders periodically check the websites, including but not limited to Bidsync, and/or other state department links for modifications to bid documents. The State of California is not responsible for a prospective bidder's misunderstanding of the bid solicitation or nonresponsive bid due to failure to check these websites for updates or amendments to bid documents, and/or other information regarding the bid solicitations. Failure to periodically check these websites will be at the bidder's sole risk.**

The information published and/or responded to on these websites is public information. Confidential questions/issues/concerns should be directed to the contact on the ad.

Description

Contractor agrees to provide all software and Internet on-line web-based access subscription to the Department of General Services (DGS), Real Estate Services Division, for the County Assessors' ownership records and maps, for all 58 State counties, as detailed below, in IV. Detailed Description of Services to be provided.

The State's estimate for this three year contract is \$100,000.00.



Governor Edmund G. Brown Jr.

March 17, 2011

To: Prospective Bidders

Project: **BOPP-201A – ON-LINE SUBSCRIPTION
COUNTY ASSESSORS' OWNERSHIP RECORDS & MAPS
STATEWIDE**

You are invited to review and respond to the attached Invitation for Bid.

All bids must be submitted in a sealed envelope and plainly marked "**BOPP-201A – ON-LINE SUBSCRIPTION, COUNTY ASSESSORS' OWNERSHIP RECORDS & MAPS, DO NOT OPEN UNTIL April 06, 2011 at 2:00 p.m.**" Bids not submitted in a sealed envelope will be rejected.

This IFB is being conducted under the two envelope approach. All cost-related must be in a separately sealed, marked envelope or container containing all completed cost sheets and any other document with cost data identified.

All bids shall include; i.e., signed sheet entitled "Bid/Bidder Certification Sheet", Cost Sheet, Disabled Veteran Business Enterprise (DVBE) documentation, and any other required attachments. Bids not including the proper "Required Attachments" shall be deemed non-responsive which means the bid did not meet the basic bid requirements.

Inquiries regarding the processing of the enclosed bid packages should be referred to: [Richele Coy at \(916\) 376-1762, fax number \(916\) 376-1779](#) or may be mailed to 707 3rd Street, Suite 2-350-MS 508, West Sacramento, CA 95605.

SUBMIT SEALED BIDS TO:	Richele Coy, Contracts Officer Department of General Services Real Estate Services Division Business Operations Policy & Planning Branch 707 3rd Street, Suite 2-350 West Sacramento, CA 95605
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Cordially,

RICHELE COY, Contracts Officer
(916) 376-1762

BID REQUIREMENTS

1. Submission of Bid

- a) All original bids must be submitted under **sealed** cover and sent to the person and address listed, and by dates and times shown on Page 1. The sealed cover must be plainly marked with the IFB number and title, must show your firm name and address, and must be marked with **"DO NOT OPEN"**. Bids not submitted under sealed cover may be rejected.
- b) **This IFB is being conducted under the two envelope approach. All cost-related must be in a separately sealed, marked envelope or container containing all completed cost sheets and any other document with cost data identified.**
- c) All bids shall include the documents identified in Attachment I, Required Attachment Checklist. Bids not including the proper "required attachments" shall be deemed non-responsive. A non-responsive bid is one that does not meet the basic bid requirements.
- d) All documents requiring a signature must bear an original signature of a person authorized to bind the bidding firm. Mail or deliver bids to the address on Page 1 of this Bid Package.
- e) Bids must be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and will cause a bid to be rejected.
- f) A bid may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The State may reject any or all bids and may waive an immaterial deviation in a bid. The State's waiver of an immaterial deviation shall in no way modify the IFB document or excuse the bidder from full compliance with all requirements if awarded the agreement.
- g) Costs incurred for developing bids and in anticipation of award of the agreement are entirely the responsibility of the bidder and shall not be charged to the State of California.
- h) An individual who is authorized to bind the bidder contractually shall sign the Bid/Bidder Certification Sheet. The signature should indicate the title or position that the individual holds in the firm. An unsigned bid may be rejected.
- i) A bidder may modify a bid after its submission by withdrawing its original bid and resubmitting a new bid prior to the bid submission deadline. Bidder modifications offered in any other manner, oral or written will not be considered.
- j) A bidder may withdraw its bid by submitting a written withdrawal request to the State, signed by the bidder or an authorized agent. A bidder may thereafter submit a new bid prior to the bid submission deadline. Bids may not be withdrawn without cause subsequent to bid submission deadline.
- k) The awarding agency may modify the IFB prior to the date fixed for submission of bids by the issuance of an addendum to all parties who received a bid package.
- l) The awarding agency reserves the right to reject all bids. The agency is not required to award an agreement.
- m) Before submitting a response to this solicitation, bidders should review, correct all errors and confirm compliance with the IFB requirements.

- n) Where applicable, bidder should carefully examine work sites and specifications. Bidder shall investigate conditions, character, and quality of surface or subsurface materials or obstacles that might be encountered. No additions or increases to the agreement amount will be made due to a lack of careful examination of work sites and specifications.
- o) The State does not accept alternate contract language from a prospective contractor. 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.
- p) No oral understanding or agreement shall be binding on either party.

3. Evaluation and Selection

- a) Each bid will be checked for the presence or absence of required information in conformance with the submission requirements of this IFB.
- b) The State will evaluate each bid to determine its responsiveness to the published requirements.
- c) Bids that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the bidder, may be rejected.
- d) Award, if made, will be to the responsive, responsible bidder with the highest score who has passed the mandatory pass/fail requirements.

4. Award and Protest

- a) Whenever an agreement is awarded under a procedure, which provides for competitive bidding, but the agreement is not to be awarded to the highest score, the highest scoring bidder shall be notified by telegram, electronic facsimile transmission, overnight courier, or personal delivery five (5) working days prior to the award of the agreement.
- b) Upon written request by any bidder, notice of the proposed award shall be posted in a public place in the office of the awarding agency at least five (5) working days prior to awarding the agreement.
- c) If any bidder, prior to the award of agreement, files a written protest with the Department of General Services, Office of Legal Services, 707 Third Street, 7th Floor, Suite 7-330, West Sacramento, CA 95605 and the Business Operations, Policy & Planning Branch, Contracts Management & Procurement Services Section, on the grounds that the (protesting) bidder is the lowest responsive responsible bidder, the agreement shall not be awarded until either the protest has been withdrawn or the Department of General Services has decided the matter.
- d) Within five (5) days after filing the initial protest, the protesting bidder shall file with the Department of General Services and the awarding agency a detailed written statement specifying the grounds for the protest. The written protest must be sent to the Department of General Services, Office of Legal Services, 707 Third Street, 7th Floor, Suite 7-330, West Sacramento, California 95605. A copy of the detailed written statement should be mailed to the awarding agency, DGS, Real Estate Services Division, Contracts Management & Procurement Services Section, 707 3rd Street, Suite 2-350, West Sacramento California 95605. It is suggested that you submit any protest by certified or registered mail.

- e) Upon resolution of the protest and award of the agreement, Contractor must complete and submit to the awarding agency the Payee Data Record (STD 204), to determine if the Contractor is subject to state income tax withholding pursuant to California Revenue and Taxation Code Sections 18662 and 26131. This form can be found on the Internet at www.osp.dgs.ca.gov under the heading FORMS MANAGEMENT CENTER. No payment shall be made unless a completed STD 204 has been returned to the awarding agency.
- f) Upon resolution of the protest and award of the agreement, Contractor must sign and submit to the awarding agency, *page one (1)* of the Contractor Certification Clauses (CCC), which can be found on the Internet at www.ols.dgs.ca.gov/Standard+Language. This document is only required if the bidder has not submitted this form to the awarding agency within the last three (3) years.

5. Disposition of Bids

- a) Upon bid opening, all documents submitted in response to this IFB will become the property of the State of California, and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public.
- b) Bid packages may be returned only at the bidder's expense, unless such expense is waived by the awarding agency.

6. Agreement Execution and Performance

- a) Service shall be available on the express date set by the awarding agency and the Contractor, after all approvals have been obtained and the agreement is fully executed. Should the Contractor fail to commence work at the agreed upon time, the awarding agency, upon five (5) days written notice to the Contractor, reserves the right to terminate the agreement. In addition, the Contractor shall be liable to the State for the difference between Contractor's bid price and the actual cost of performing work by the second lowest bidder or by another contractor.
- b) All performance under the agreement shall be completed on or before the termination date of the agreement.

ATTACHMENT I**REQUIRED ATTACHMENT CHECK LIST**

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

Complete this checklist to confirm the items in your bid. Place a check mark or "X" next to each item that you are submitting to the State. For your bid to be responsive, all required attachments must be returned. This checklist should be returned with your bid package also.

<u>Attachment/Exhibit</u>	<u>Name/Description</u>
_____ Attachment I	Required Attachment Check List
_____ Attachment II	Contractor Certification Clauses (CCC) 610 The CCC-610 is included in this package, and can be found on the Internet at www.ols.dgs.ca.gov/Standard+Language .
_____ Attachment III	Bidder References
_____ Attachment IV	Bidder Certification Sheet
_____ Attachment V	Small Business & Non-Small Business Preference
_____ Attachment V (cont'd)	Non-Small Business Instructions and Sub-contractors Form
_____ Attachment VI *	Sample of STD 213, State of California Standard Agreement
_____ Exhibit A *	Scope of Work
_____ Exhibit B *	Budget Detail and Payment Provisions
_____ Exhibit B-1	Bid Sheet**
_____ Exhibit B-2*	Evaluation
_____ Exhibit C *	General Terms and Conditions
_____ Exhibit D *	Additional Provisions
_____ Exhibit E	Disabled Veteran Business Enterprise Participation Forms and Instructions Std. 840 Disabled Veteran Business Enterprise Participation Summary

* These are documents are for your information. You do not need to return them.

****All cost-related must be in a separately sealed, marked envelope or container containing all completed cost sheets and any other document with cost data identified.**

ATTACHMENT II**CCC-307****CERTIFICATION**

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

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

CONTRACTOR CERTIFICATION CLAUSES

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

2. **DRUG-FREE WORKPLACE REQUIREMENTS:**

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

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
- b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

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

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:**

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders

Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:

Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003. Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State. Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS:

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

6. SWEAT-FREE CODE OF CONDUCT:

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

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

7. DOMESTIC PARTNERS:

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

Current State Employees (PCC 10410):

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

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

Former State Employees (PCC 10411):

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

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

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

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

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

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the State by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the State not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other government entity.

ATTACHMENT III**BIDDER REFERENCES**

Three (3) references will be required for evaluation, which are similar to the scope of work to be performed in this contract. The references shall show a successful experience for a minimum of three consecutive years.

Each reference shall name the type of services provided address, the contact person, phone number, and length of time serviced including starting and ending date.

PLEASE PRINT CLEARLY AND PROVIDE COMPLETE AND CURRENT INFORMATION

REFERENCE 1			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided Including the Information Underlined Above			

REFERENCE 2			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided Including the Information Underlined Above			

REFERENCE 3			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided Including the Information Underlined Above			

ATTACHMENT IV**BID/BIDDER CERTIFICATION SHEET**

This Bid/Bidder Certification Sheet must be signed and returned along with all the "required attachments" listed in Attachment I, "Required Attachment Checklist", as an entire package in duplicate with original signatures. The bid must be transmitted in a sealed envelope in accordance with IFB instructions.

- A. All required attachments are included with this certification sheet.
- B. I have read and understand the DVBE participation requirements.
- C. The signature affixed hereon and dated certifies compliance with all the requirements of this bid document. The signature below authorizes the verification of this certification.

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

1. Company Name	2. Telephone Number ()	2a. Fax Number ()
3. Address		
Indicate your organization type:		
4. ☐ Sole Proprietorship	5. ☐ Partnership	6. ☐ Corporation
Indicate the applicable employee and/or corporation number:		
7. Federal Employee ID No. (FEIN)	8. California Corporation No.	
9. Indicate applicable license and/or certification information:		
10. Bidder's Name (Print)	11. Title	
12. Signature	13. Date	
14. Are you certified with the Department of General Services, Office of Small Business Certification and Resources (OSDS) as: a. California Small Business Yes ☐ No ☐ If yes, enter certification number: _____ b. Disabled Veteran Business Enterprise Yes ☐ No ☐ If yes, enter your service code below: _____		
By checking "yes below, the Bidder claims credit for achieving 1% - 5% (or more) DVBE participation and also requests that the corresponding DVBE Incentive be applied to this bid. DVBE INCENTIVE CLAIMED ____YES ____% ____NO		
Be sure to indicate the percentage of work each small business sub is to work under this Agreement.		
NOTE: A copy of your Certification is required to be included if either of the above items is checked "Yes". Date application was submitted to OSDS, if an application is pending:		

ATTACHMENT V**SMALL BUSINESS & NON-SMALL BUSINESS PREFERENCE****Small Business Preference**

A five percent (5%) small business preference will be granted to Bidders certified as "Small Business" in accordance with Section 1896 et. Seq., Title 2, California Code of Regulations.

If the Bidder is not already a Certified Small Business, applications for certification as "Small Business" must be submitted to the Office of Small Business and Disabled Veteran Services (OSDS), 707 3rd Street, First Floor, Suite 1-400, West Sacramento, CA 95605; website: <http://www.pd.dgs.ca.gov/smbus>

Submit a copy of your profile page or email from OSDS stating you are certified with your proposal.

Pursuant to Section 1896.14, in order to receive the small business preference, bidders must have a completed application (including proof of annual receipts) on file with the OSDS. The bidder must have requested a preference from OSDS and meet all applicable requirements under the subchapter and the State Small Business Procurement and Contract Act, (including but not limited to evidence to rebut presumptions) not later than five o'clock (5:00 p.m.) on the date on which the subject bid is opened.

Non-Small Business Preference

The application of the five percent (5%) small business bidding preference is now extended to a bidder, whose business is not certified as a small business, but commits to subcontracting at least twenty-five percent (25%) of its net bid price to businesses that are California-certified small businesses and/or microbusinesses.

When applicable, this preference will be granted when the non-small business:

- 1) Has been determined to be a responsible bidder and submitted a timely responsive bid.
- 2) Completes Document 00454-2 list of California Certified Small Businesses, **certifying** that it commits to subcontract with, for a commercially useful function in the performance of the project, and submits this document no later than forty-eight (48) hours after the bid opening date. If bidder fails to submit a properly completed Document 00454-2 within 48 hours, the claim for non-small business preference will be denied.
- 3) Submits completed Document 00454-2 to Department of General Services, Real Estate Services Division, Contract Management Section, 707 3rd Street, Suite 2-350, West Sacramento, CA 95605 or by fax to (916) 376-1778 – Attention Yolanda Hazewood. When submitting this document make sure to include your firm's name (the bidder) and project number are noted (RES-52).
- 4) Substitution of Small Business Subcontractors or Suppliers:
After award of a contract based in part on the application of the Non-Small Business Subcontractor preference, the Contractor must use the small business subcontractor(s) and/or supplier(s) proposed in the bid to the State, unless a substitution is requested in writing to the awarding department and the awarding department approves the substitution in writing, prior to the commencement of any work. The substitution request must include at least the following:
 - a) An explanation of the reason for the substitution.
 - Contractor must substitute a small business with another small business. However, if the small business substitution cannot occur, the Contractor must include a written justification and the steps that were taken to try to acquire a new small business subcontractor and how that portion of the contract will be fulfilled.
 - A description of the work to be performed, identified both as a task(s) and as a dollar amount or percentage of the overall contract that the substituted business will perform.

The substituted business(es), if approved, shall be required to perform a commercially useful function in the contract pursuant to [§ 1896.6](#).

- The request for substitution of a small business and the awarding department's approval or disapproval cannot be used as an excuse for noncompliance with any other provision of law, including but not limited to, the Subletting and Subcontracting Fair Practices Act (§ 4100 et seq., Public Contract Code), or any other contract requirements relating to substitution of subcontractors.
- If a contractor requests substitution of its subcontractor(s)/supplier(s) by providing a written request to the awarding department in accordance with [§ 1896.10](#) , the awarding department may consent to the substitution in any of the situations set forth in Public Contract Code § 4107 of the Subletting and Subcontracting Fair Practices Act.
- Prior to approval of the prime Contractor's request for the substitution, the awarding department, or its duly authorized officer, shall give notice in writing to the listed subcontractor of the prime Contractor's request to substitute, and the reasons for the request to substitute. The notice shall be served by certified or registered mail to the last known address of the subcontractor. The listed subcontractor that has been so notified shall have five (5) working days after the receipt of the notice to submit written objections to the substitution to the awarding department. Failure to file these written objections shall constitute the listed subcontractor's consent to the substitution. If written objections are filed, the awarding department shall give notice in writing of at least five (5) working days to the listed subcontractor of a hearing by the awarding department on the prime Contractor's request for substitution.
- Failure of the Contractor to subcontract with the small businesses listed on its bid to the State, or to follow these substitution rules, may be grounds for the Department to impose sanctions pursuant to Government Code § 14842.5 and [§1896.16](#). In the event such sanctions are to be imposed, the Contractor shall be notified in writing and entitled to a hearing pursuant to [§§ 1896.18](#) and [1896.20](#).

DVBE INCENTIVE

- .1 A DVBE Incentive will be granted to Bidders in accordance with Section 999.5(a) and (d) of the Military and Veterans Code and California Code of Regulations 1896.98 et seq.
- .2 The DVBE Incentive will be applied during the bid evaluation process and will only be applied to responsive bids from responsible bidders proposing the percentage(s) of DVBE Participation for the DVBE Incentive specified in the solicitation. Any Small Business Preference must be calculated prior to the DVBE Incentive calculation and evaluation.
- .3 The incentive will be applied when a Bidder's DVBE Participation meets or exceeds the DVBE Participation Requirement, in an attempt to displace the apparent low bidder. However, DVBE Participation of 1% or great of the value of their bid is required to qualify for the DVBE Incentive.
- .4 The percentage of DVBE Incentive will be equal to percentage of a bidder's DVBE participation (rounded to the nearest two decimal places) and subject to a minimum of 1.00% and a maximum of 5.00% and will not exceed \$500,000. Bids with DVBE Participation of greater than 5.00% will be calculated with a maximum of 5.00% Incentive and will not exceed \$500,000.
- .5 For every bidder qualifying for the DVBE incentive, the amount (dollar value) of the incentive is computed using the qualifying bidder's percentage of DVBE incentive and the lowest responsive and responsible bid price. Calculations to determine adjusted bid price are for consideration only. Bids will be awarded for the actual bid amount as verified by the State.

- .6 A certified Small Business may only be displaced by another certified Small Business with a higher percentage of DVBE participation and a lower adjusted bid price.
- 1) A certified Small Business shall not be displaced by a non-small business.
 - 2) When applying the DVBE Incentive program, bidders claiming the "Non-Certified Small Business preference" are considered a non-small business.

**ATTACHMENT V
continued****STATE OF CALIFORNIA
DOCUMENT 00454-1
LIST OF CERTIFIED SMALL BUSINESS SUBCONTRACTOR(S)****COMPLETION INSTRUCTIONS
PLEASE READ THESE INSTRUCTION CAREFULLY**

IN ORDER TO GRANT A FIVE PERCENT (5%) NON-SMALL BUSINESS SUBCONTRACTOR PREFERENCE TO A NON-SMALL BUSINESS, THE BIDDER MUST COMPLETE ATTACHMENT VIII - THE CERTIFIED SMALL BUSINESS SUBCONTRACTOR SUMMARY (CSBSS) FORM 00454-2. THIS FORM **MUST** BE COMPLETED BY THE NON-SMALL BUSINESS BIDDER AND RETURNED TO THE AWARDING AGENCY NO LATER THAN FORTY-EIGHT (48) HOURS AFTER THE TIME OF RECEIPT OF BIDS. IF THE BIDDER FAILS TO RETURN THE COMPLETED FORM 00454-2 WITHIN 48 HOURS, THE CLAIM FOR SMALL BUSINESS PREFERENCE WILL BE DENIED.

CSBS COMPANY NAME – list the name(s) of the certified small business subcontractor(s) to be used to complete this project.

CSBS COMPANY ADDRESS – list the address(es) of the certified small business subcontractor(s) to be used to complete this project.

CSBS COMPANY TELEPHONE NUMBER – list the telephone number(s) of the certified small business subcontractor(s) to be used to complete this project.

CSBS PERCENTAGE (%) OR DOLLAR (\$) AMOUNT – list the percentage(s) or dollar amount(s) that will be given to the certified small business subcontractor(s) used to complete this project.

DESCRIPTION OF WORK – identify the proposed work including services or materials to be performed by the certified small business subcontractor(s) to complete this project.

TO OBTAIN THE 5% NON-CERTIFIED SMALL BUSINESS PREFERENCE, THE LISTED SUBCONTRACTOR(S) AND/OR SUPPLIER(S) FIRM(S) MUST BE FORMALLY CERTIFIED BY THE OFFICE OF SMALL BUSINESS AND DISABLED VETERAN SERVICES (OSDS) AS A SMALL AND/OR MICROBUSINESS. (Prime contractors should ask Subcontractor/Supplier to provide them with a copy of their OSDS email or profile page print out)

**ATTACHMENT V
continued**

BIDDER NAME _____ PROJECT WORK ORDER NUMBER _____

STATE OF CALIFORNIA

CERTIFIED SMALL BUSINESS SUBCONTRACTOR(S) SUMMARY

Form date 09/28/2004

Listed hereinafter is the **name of business, address, telephone number, dollar amount or percentage** of all certified subcontractors who will be employed, and the **description of the work** which each will perform if the contract is awarded to this bidder.

Failure to list name of business, address, telephone number, description of work to be performed and dollar amount or percentage of work for each subcontractor may be cause for denial of the non-small business subcontractor preference.

(If further space is required for the List of Proposed Subcontractors, additional sheets showing the required information, as indicated below, shall be attached hereto and made a part of the Bid).

CERTIFIED SMALL BUSINESS SUBCONTRACTOR (Name of Business)	CERTIFIED SMALL BUSINESS SUBCONTRACTOR (Address)	CERTIFIED SMALL BUSINESS SUBCONTRACTOR (Telephone Number)	CERTIFIED SMALL BUSINESS SUBCONTRACTOR (\$ or % Amount)	CERTIFIED SMALL BUSINESS SUBCONTRACTOR (Description of Work) (Service or Materials)

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 09/01)

ATTACHMENT VI

AGREEMENT NUMBER

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

STATE AGENCY'S NAME

CONTRACTOR'S NAME

2. The term of this Agreement is: _____ through _____

3. The maximum amount \$ _____
 Of this Agreement is:

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.

Exhibit - A – Scope of Work

XX pages

Exhibit - B – Budget Detail and Payment Provisions

XX pages

Exhibit - C* – General Terms and Conditions

GTC **610**

Exhibit - D – Additional Provisions

XX pages

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement

These documents can be viewed at www.dgs.ca.gov/contracts

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

CONTRACTOR

CALIFORNIA
Department of General Services
 Use Only

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

BY (Authorized Signature)

DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

STATE OF CALIFORNIA

AGENCY NAME

Department of General Services, Real Estate Services Division

BY (Authorized Signature)

DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

☐ Exempt per _____

**EXHIBIT A
SCOPE OF WORK**

**ON-LINE SUBSCRIPTION
COUNTY ASSESSORS' OWNERSHIP RECORDS & MAPS
STATEWIDE**

I. PROJECT SUMMARY:

Contractor agrees to provide all software and Internet on-line web-based access subscription to the Department of General Services (DGS), Real Estate Services Division, for the County Assessors' ownership records and maps, for all 58 State counties, as detailed below, in IV. Detailed Description of Services to be provided.

The State's estimate for this three year contract is \$100,000.00.

II. CONTRACT REPRESENTATIVES DURING THE TERM OF THIS AGREEMENT WILL BE:

State Agency: DGS, Real Estate Services Div.	Contractor: TBD
Gina Linden, Project Manager	Name:
Phone: 916-375-4052	Phone:
	Fax:

DIRECT ALL BID PACKAGE INQUIRIES TO:

State Agency: DGS, RESD
Section/Unit: Contracts Management Section
Attention: Richele Coy
Address: 707 3 rd Street, Suite 2-350
City, State, Zip: West Sacramento, CA 95605
Phone: (916) 376-1762 FAX: (916) 376-1779

III. TERM:

The term of this contract shall begin upon approval of the Department of General Service's Legal Office and continue for three (3) years.

This Agreement will commence on the start date **06/01/11** as presented herein or upon approval by the State, whichever is later and no work shall begin before that time. This Agreement is of no effect unless approved by the State. The Contractor shall not receive payment for work performed prior to approval of the Agreement and before receipt of notice to proceed by the Contract Manager. This Agreement shall expire on **05/31/14**. The services shall be provided during 24 hours a day 7 days a week. The parties may amend this agreement as permitted by law.

IV. DETAILED DESCRIPTION OF SERVICES TO BE PROVIDED:

A) Purpose and Description of Services

Contractor agrees to provide internet services that will provide current real property data from all 58 Counties in California. This service shall be provided to the Department of General Services, as described herein.

B) Bidder's Minimum Qualifications

Bids will be evaluated using a combination of Pass/Fail and numerically scored criteria. Bidders must meet and adhere to all of the Mandatory (M) requirements listed below.

All requirements that are **Mandatory (M)** will be a pass/fail basis. A "pass" will be deemed a qualified answer. A "fail" will result in a bid being deemed non-responsive and, therefore disqualified. A **Desirable Scorable (DS)** requirement means that a bidder may or may not respond to the requirement. If the bidder responds, then the State may award a number of points up to the maximum shown.

All requirements that are **Desirable Scorable (DS)** will be evaluated for a potential maximum score of 250 points.

The State Evaluation Team will award each bidder up to the maximum number of points for each evaluation factor based on the evaluation assessment. Points are assigned to each category of requirements and responses are awarded points based upon evaluation criteria established for each requirement.

Mandatory Requirements	Pass	Fail
Contractor's website, program and data must be compatible with Windows 2000 or newer (all Windows platforms and Internet Explorer Version 6 or newer browser). The program must be compatible with the Microsoft Office package products (Word, Excel, Power Point and Access).		
Contractor's product (its online Real Property Data Base Service) shall provide current and accurate information on real property parcels and assessors parcel maps from the County assessor's records for all parcels in California's 58 Counties.		
Access most current county assessor index map		
The product must include all property types, i.e. vacant land, residential, commercial, industrial, and agricultural. The property description data must be current to within 3 months with Assessors Parcel Maps updated concurrent with parcels changes.		

The product must provide specific information (fields) on each parcel (if provided by the County Assessors Office). Specific information should include but not be limited to the Assessor Parcels Number, the owner's name, the parcel's address (if it has one), the owner's mailing address, the property's legal description (including the Section, Township and Range), the previous sale information (sale price, recording date, transfer document number, deed type, mortgage amount and mortgage rate type), improvement information (building area, rooms, baths, year built), site information (land use, zoning, area/size) and tax information (total assessed value, land value, improvement value, property tax).		
The products data fields (the above and by property type) must be searchable within each County and include but not be limited to searching by both singularly and/or in combination of the fields above. Resulting lists must be able to be narrowed by further search queries limited to the initial results.		
The product must be able to print search results and assessor parcel maps from the database. Search results and property data must be able to be exported into Microsoft Word and Excel. For example, the product must be able to capture fields containing owner's name, address, city, zip code, and assessor's parcel number from the property data and merge with Microsoft Word into the letter address in function for mass mailings. The product must have capability of manipulating maps of assessor parcel from search results (e.g. zoom, measure, rotate, add text, and print map as modified by user).		
Ability to acquire copies of the recorded documents in all 58 counties.		

Desirable Scoring Requirements

		Property 1	Property 2	Property 3	Property 4	Property 5
Simplicity to retrieve documents (Direct live link to access recorded documents)	One Step 9 pts					
	Two Step 6 pts					
	Three Steps 3 pts					
	More than 4 - 1 pts					
Time Per Transaction	20 seconds 9 pts					
	21 seconds to 2 - 6 pts					
	2 to 5 minutes - 3 pts					
	More than 5 minutes - 1 pts					
Transaction History	More than 5 years 3 point					
	5 years or less 1 point					
Property Profile	1 point					
Sale Search Function	2 point					
County Plat Book map Index	1 point					
Page Index for Plat Book	1 point					
Search should be capable of overlaying a property map	1 point					
Geographical Location (latitude / longitudes)	1 point					
Search by Public Land Survey	1 point					
Capability to save report	1 point					
Print reports	1 point					
Download to a spreadsheet	1 point					
Property Profile must include the following items:						
Assessor's Parcel Number	1 point					

Address (if any) of Parcel	1 point					
Mailing Address	1 point					
Recording Documents #	2 point					
Deed Type	1 point					
Owner (buyer) Name	1 point					
Sellers Name (owner time of sale)	1 point					
Site Size Acres/Sq. Ft.	1 point					
Land Use	1 point					
Assessed Value	1 point					
Vacant Land Value	1 point					
Improvement Value	1 point					
Zoning	1 point					
Topographical maps	1 point					
Aerial Photos	1 point					
Interactive parcel maps to click on adjoining property overlay with of assessors data and topo maps	1 point					
USDA Soil Information	1 point					
Sub-Total		50	50	50	50	50

Maximum Possible Score (Property 1+Property 2+Property 3+Property 4+Property 5)

250

DETAILED DESCRIPTION OF WORK TO BE PERFORMED AND DUTIES OF ALL PARTIES:

- A. Contractor shall issue and make available, as described herein, 25 user licenses for DGS authorized staff.
- B. Contractor agrees to provide unlimited user access via its website for each user 24 hours a day – seven days a week to authorized DGS users. This unlimited service shall be for the term of this Agreement.
- C. Each user shall have access to the Contractor's internet based real property data base program.
- D. The product must enable the user to search for properties utilizing the county assessor plat book indexes, book and page. For example, the user locates an assessor book by the plat book index and then uses the book index map to determine the assessor page number. The assessor maps must also be searchable using the county assessor number or address. The following are other desired mapping features:

Searches by

Township, Range and Section

Longitude and Latitude

Capability to display county assessor maps on multiple map layers, i.e. streets & roads, aeriels, USGS topographical maps, flood, etc.

County assessor maps must be able to be exported to multiple types of formats, i.e. .tiff, .pdf, .shp, etc.

- E. Training: Contractor shall provide training to all DGS authorized users by in-person training with 1 month of the start of the contract or Web-X conferencing within 1 months of the start of the contract. Instructional information to use Contractor's service, data base and/or links must be available on the Contractor's home website page.

In-person training shall be at DGS main office located at:

The Ziggurat

707 Third Street

West Sacramento, CA 95605

Immediate help or technical assistance must be available during normal business hours (8:00 AM – 5:00 PM PST) Monday through Friday except holidays.

V. LICENSING & CERTIFICATION

Contractor shall obtain and shall maintain, at its sole cost and expense, at all times during the Work, all licenses, permits, and other authorizations from governmental authorities or boards, necessary to enable it to provide these services.

VI. REGULATORY REQUIREMENTS

The Contractor's personnel will comply with all current rules and regulations of the State of California, including all applicable City and County Codes.

VII. ADDITIONAL WORK

Any additional work, requested by the State and outside the scope of this Agreement, shall be billed at Contractor's standard rates and subject to advance approval by the State, by an Amendment to this Contract.

EXHIBIT B**BUDGET DETAIL AND PAYMENT PROVISIONS****1. Invoicing and Payment:**

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.
- B. Payment shall be made monthly in arrears upon satisfactory performance of work and upon receipt of an invoice received and approved by the designated representative(s). The invoice must be submitted on Contractor's letterhead signed by authorized representative, and include:
- Agreement number
 - Time period covered
 - Work completed for the period shall be identified (detailed statement of services)

Submit invoices to:

Department of General Services
Real Estate Services Division
Statewide Property Inventory
Attention: [Gina Linden, Project Manager](#)
[707 3rd Street, 6th Floor](#)
[West Sacramento, CA 95605](#)
[Phone: \(916\) 375-4052](#)

2. Budget Contingency Clause:

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Prompt Payment Clause:

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

EXHIBIT B-1-Bid Sheet

**To: Department of General Services
Real Estate Services Division
Business Operations, Policy & Planning
707 3rd Street, Suite 2-350-MS 508
West Sacramento, CA 95605**

Bid Date: April 06, 2011 at 2:00 PM

**BOPP-101-Online Subscription
County Assessors' Ownership Records & Maps
Statewide**

The undersigned Contractor, as Bidder, declares that he/she has carefully examined the specifications and general conditions therefore, read the instructions to Bidders, and is familiar with all contract requirements, and agrees, if the Bid is accepted, to complete the above project in accordance with the Contract Documents, in the time stated herein amounting to a total of:

Contract Term: **One Year**

	Monthly Cost	Annual Cost
1. 25 Subscribers Fee Monthly/Annual Cost	\$ _____	\$ _____
☐ On line access to providers software/servers only		
☐ On line access to providers software/server and data records and maps		
2. Monthly Cost for 1 to 2,100 Data Records*	\$ _____	\$ _____
3. Monthly Cost for 1 to 450 Maps*	\$ _____	\$ _____
4. Monthly Cost for 1 to 50 Recorded Document(s)	\$ _____	\$ _____
(Overage cost per Data Record*	\$ _____)	
(Overage cost per Map*	\$ _____)	
(Overage cost per Recorded Document(s)	\$ _____)	
5. Total Monthly/Annual Cost (Add lines 1, 2, 3 and 4)	\$ _____	\$ _____

*Enter 0 if included in subscribers' fee

Bid amount to include and cover all taxes, the furnishing of all supervision, to provide maintenance and performing of all labor and the providing of all necessary tools, apparatus, and other means of maintenance; also the performance and completion of all work in the manner set forth, described and shown in the Scope of Work.

Firm's Name:	
Signature of Representative:	X

EXHIBIT B-2-Evaluation

Selection

Final selection will be made on the basis of highest overall point score (50% cost and 50% scored requirements) among the bids that are responsive to the IFB requirements. Responsiveness is comprised of meeting the minimum **Mandatory (M)** Requirements.

Scoring Methodology

Bids will be evaluated using a combination **Mandatory Pass/Fail** and **Desirable Scorable** criteria.

Bids which do not meet all of the Mandatory requirements specified in the IFB will be considered non-responsive and will be rejected.

Step 1-Scoring Steps

Pass/Fail Mandatory Requirements-refer to section IV.DETAILED DESCRIPTION OF SERVICES TO BE PROVIDED, B. Minimum Qualifications.

Desirable Scorable-refer to section IV.DETAILED DESCRIPTION OF SERVICES TO BE PROVIDED, B. Minimum Qualifications. Total possible points is 250 points.

*Step 2: Total Score Calculation

The total Desirable Scorable is identified as follows:

Bidder 1	160 Points
Bidder 2	200 Points
Bidder 3	100 Points

Use the highest total score as the Denominator to form a fraction for each bidder. Use the bidder's total score as the Numerator; then, express that fraction as a decimal value.

Bidder 1	$160/200=0.800$
Bidder 2	$200/200=1.000$
Bidder 3	$100/200=0.500$

***These examples are for illustrative purposes only and do not represent realistic estimates of actual costs.**

***Step 3: Total Cost Score Calculation**

The Total Annual Cost as identified on Exhibit B-1-Bid Sheet will be used for evaluation purposes.

Identify the lowest total cost submitted of all the bidders who meet all the mandatory requirements.

Bidder 1	\$20,000
Bidder 2	\$26,000
Bidder 3	\$22,000

Use the lowest total cost as the Numerator to form a fraction for each bidder. Use the bidder's total annual cost as the Denominator; then, express that fraction as a decimal value.

Bidder 1	$20,000/20,000 = 1.000$
Bidder 2	$20,000/26,000 = 0.769$
Bidder 3	$20,000/22,000 = 0.909$

***Step 4: Final Score Calculation**

Apply the two scores from Step 2 and Step 3 to the Final Step, below, and compute the Final Score for each bidder. Also, included in the formula below is the percentage indicating relative weight given to Minimum Requirements-Desirable Scorable and Cost scores.

Desirable Scorable = 50%
Cost = 50%

The Final Score calculation is as follows:

Bidder 1	$0.800 \times .50 = \mathbf{0.400} +$	$1.000 \times .50 = \mathbf{.500} = \mathbf{.900}$
Bidder 2	$1.000 \times .50 = \mathbf{0.500} +$	$0.769 \times .50 = \mathbf{.385} = \mathbf{.885}$
Bidder 3	$0.500 \times .50 = \mathbf{0.250} +$	$0.909 \times .50 = \mathbf{.455} = \mathbf{.705}$

The highest final score will determine the winning Bidder, before the application of preference programs, in this example Bidder #1.

***These examples are for illustrative purposes only and do not represent realistic estimates of actual costs.**

Step 5: Preference Programs

- a. Cost adjustments for preference claims (TACPA, EZA, LAMBRA and Small Business) and DVBE participation incentives will be performed during cost assessment.
- b. Per Government Code, Section 14835, et seq., Bidders who qualify as a small business will be given a 5 percent preference for contract evaluation purposes only. The 5 percent preference is calculated on the total number of points awarded to the highest scoring non-small business that is responsible and responsive to the proposal requirements.
- c. If after applying the small business preference a small business has the highest score, no further preferences would be applied as the small business cannot be displaced from the highest score position by application of any other preference. The rules and regulations of this law, including the definition of a small business for the delivery of goods and services are contained in the California Code of Regulations, Title 2, Section 1896, et seq. and can be viewed online at www.pd.dgs.ca.gov/smbus.
- d. In accordance with Section 999.5(a) of the Military and Veterans Code, an incentive will be given to Bidders who provide Disabled Veteran Business Enterprise (DVBE) participation. For contract award evaluation purposes only, the State shall apply an incentive to proposals that include California certified DVBE participation. The maximum incentive for this procurement is 5 percent of the highest total earned administrative (non-technical) and cost points and is based on the amount of DVBE participation obtained, according to the table below.
- e. The DVBE Incentive percentage is applied to administrative (non-technical) and cost points earned by the Bidder. The following illustrates the incentive available based on the Bidder confirmed percent of DVBE participation.

Example DVBE Incentive Calculation

Confirmed DVBE Participation of:	DVBE Incentive:
3% or more	5%
2% up to 2.99%	3%
1% up to 1.99%	1%
Less than 1%	0%

Final Score with DVBE Incentive Example

BIDDER	SMALL BUSINESS	DESIRABLE SCORABLE POINTS (A)	COST POINTS (B)	TOTAL SCORE BEFORE INCENTIVES = (C)	SMALL BUSINESS PREF. POINTS (HIGHEST NON-SB X 0.05) = (D)	TOTAL POINTS W/ SMALL BUSINESS	DVBE INCENTIVE % FROM TABLE = (E), WITH MAXIMUM OF 5%	DVBE INCENTIVE POINTS (B * E) =	TOTAL SCORE
1	Yes	0.800	.500	.900	.044	.944	0%	-	.944
2	No	1.000	.385	.885	-	.885	3%	.012	.897
3	Yes	0.500	.909	.705	.044	.749	3%	.027	.776
Where C= the highest Total Point score among the non-small business Bidders - in this case, .885 (Bidder 2).									

EXHIBIT C**GENERAL TERMS AND CONDITIONS****[GTC 610](#)**

PLEASE NOTE: This page will not be included with the final agreement. The General Terms and Conditions will be included in the agreement by reference to Internet site: www.ols.dgs.ca.gov/Standard+Language/default.htm

EXHIBIT D
ADDITIONAL PROVISIONS

1. **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. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this agreement. California may pay any applicable sales or use tax imposed by another state.
2. **SETTLEMENT OF DISPUTES:** In the event of a dispute, Contractor shall file a "Notice of Dispute" with Department of General Services, director or designee within ten (10) days of discovery of the problem. Within ten (10) days the director or designee shall meet with the Contractor and Project Manager for purposes of resolving the dispute. The decision of the director or designee shall be final. In the event of a dispute, the language contained within this agreement shall prevail over any other language including that of the bid proposal.
3. **AGENCY LIABILITY:** The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
4. **POTENTIAL SUBCONTRACTORS:** Nothing contained in this Agreement or otherwise shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or enforce the payment of any moneys to any subcontractor.
5. **RIGHT TO TERMINATE:** The State reserves the right to terminate this agreement subject to 30 days written notice to the Contractor. Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein. However, the agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor. This agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority.
6. **INSURANCE:** Prior to commencement of the work, the contractor will provide evidence in the form of a certificate indicating that the below listed insurance is in effect. Said insurance must be maintained in force at the commencement of and for the duration of the contract.
 - A. Worker's Compensation insurance in compliance with California Labor Code.
 - B. General liability insurance with limits of at least \$1,000,000 limit. Such insurance shall include the following provisions:
 1. The State of California, its officers, employees, and servants are included as additional insureds but only insofar as operations under this contract are concerned.
 2. Cancellation of this insurance will not be effective until **30** days following receipt or a written cancellation notice by the State of California.
7. **CONTRACT EXTENSION:** This contract may be extended by mutual agreement, by way of a signed and approved amendment to this Agreement.

**DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION
PROGRAM REQUIREMENTS**

Participation has been set at 0%. Participation above and beyond the requirement is strongly encouraged.

Public Contract Code Section 10115 establishes a contract participation goal of at least three percent (3%) for Disabled Veteran Business Enterprise (DVBE) for State agencies.

This bid package provides information for the DVBE Participation Program. Bidders must meet DVBE Participation Program requirements to be viewed as a responsive bidder and considered for contract award.

PLEASE READ THESE INSTRUCTIONS CAREFULLY

Bidders must fully comply with DVBE Participation Program requirements. Bidders that do not submit a complete response may find their bid determined to be non-responsive and the bid rejected.

For assistance with meeting the DVBE participation program requirements, please contact:

Department of General Services
Real Estate Services Division
Business Operations, Policy and Planning Branch
Contracts Management & Procurement Services Section (CMAPS)
707 Third Street, Suite 2-350
West Sacramento, CA 95605
Phone: (916) 376-1749
Fax: (916) 376-1778

The **Office of Small Business and Disabled Veteran Services (OSDS)** offers program information and may be reached at:

Department of General Services
Office of Small Business and DVBE Services (OSDS)
707 3RD Street, Suite 1-400
West Sacramento, CA 95605
Homepage: <http://www.pd.dgs.ca.gov/smbus>
Receptionist: (916) 375-4940
FAX: (916) 375-4950

INSTRUCTIONS FOR DVBE PARTICIPATION PROGRAM COMPLIANCE OPTIONS

Participation has been set at 0%. Participation above and beyond the requirement is strongly encouraged.

If for any reason you fail to meet the DVBE Participation Requirement for this bid, your bid will be considered non-responsive.

Meet or exceed the DVBE participation requirements for the proposed contract by one of the following two (2) ways:

1. **DVBE Bidder** - If you are a DVBE bidder, agree to perform the required percentage of the contract bid amount or value with your firm or in combination with other DVBE firms. You **must** write that commitment on *Attachment II*, Disabled Veteran Business Enterprise Participation Summary 840 Form, Document 00 43 14-2. For instructions on how to complete this document see *Attachment I*, Disabled Veteran Business Enterprise Participation Summary, Completion Instructions, Document 00 43 14-1.
2. **Non-DVBE Bidder** - If you are a non-DVBE bidder, agree to use other firms for at least the required percentage of the contract bid amount or value. You **must** write that commitment on *Attachment II*, Disabled Veteran Business Enterprise Participation Summary (STD 840) Form, Document 00 43 14-2. For instructions on how to complete this document see *Attachment I*, Disabled Veteran Business Enterprise Participation Summary, Completion Instructions, Document 00 43 14-1.

DVBE Certification: OSDS-DVBE certification is the only acceptable certification. To verify if a contractor is certified refer to the OSDS web-site at <http://www.pd.dgs.ca.gov/smbus>. Bidders must provide certification verification for each participating DVBE bidder, subcontractor, and/or supplier. Applicants for DVBE certification may apply online at www.getcertified.dgs.ca.gov. DVBE applicants must submit specific support documentation to the OSDS.

DVBE Bid Incentive: A DVBE Incentive will be granted to Bidders who have achieved DVBE participation of 1% or greater of the value of the bid in accordance with Section 999.5(a) and (d) of the Military and Veterans Code and California Code of Regulations 1896.98 et seq. Refer to Project Manual Document 00 21 00, Article 18.5.

ANSWERS TO FREQUENTLY ASKED QUESTIONS:

The following questions are among the most frequently asked regarding DVBE requirements:

Q: *If I am awarded the contract, am I required to use the subcontractor/supplier proposed in my bid?*

A: Yes, unless you have requested and received approval from the State for substitution. Written requests should include the person's or firm's name to be substituted, the substitution reason, the reason a non-DVBE subcontractor is proposed, if applicable and describe the business to be substituted including its business status as a sole proprietorship, partnership, corporation or other entity and the certification status of the firm, if any. See Title 2, California Code of Regulations, Section 1896.64 (c) & (d) for substitution criteria.

The request and the State's approval or disapproval is not construed as an excuse for non-compliance with any other provision of the law, including but not limited to the Subletting and Subcontracting Fair Practices Act, or any other contract requirements relating to substitution of subcontractors. Failure to adhere to at least the DVBE participation proposed by the successful Contractor may be cause for contract termination and recovery of damages under the rights and remedies due the State for default section of the contract(s) and any other penalties provided for by statute.

Q: *Who notifies the subcontractor when an award is made?*

A: Upon award to a prime Contractor, the Awarding Department notifies listed subcontractors of their contract participation. Primes are encouraged to notify their listed subcontractors immediately after an award is made to formalize their business agreements.

Q: *What happens to bids considered non-responsive to the DVBE Participation Program requirements?*

A: Non-responsive bids are subject to rejection. Many are rejected because of:

- Incomplete documentation
- Documentation not received by bid due date
- Mathematical error related to the percentages

Q: *If I am a disabled veteran business enterprise, can I meet the percentage requirements as a single company?*

A: Yes.

Q: *If my submitted bid meets the contract goal and the State decides to make multiple awards to the bid/contract, could my bid be considered non-responsive?*

A: No. The State's decision to make multiple awards will not jeopardize bid compliance.

END OF DOCUMENT

DOCUMENT 00 43 14-1**DISABLED VETERAN BUSINESS ENTERPRISE (DVBE)
PARTICIPATION SUMMARY****COMPLETION INSTRUCTIONS**

DVBE PARTICIPATION FORM 00 43 14-2 **MUST** BE COMPLETED AND INCLUDED WITH THE BID FORM TO HAVE YOUR BID CONSIDERED. FAILURE TO MEET DVBE PARTICIPATION REQUIREMENTS WILL RESULT IN A NON-RESPONSIVE BID.

IF DVBE PARTICIPATION REQUIREMENTS HAVE BEEN WAIVED (SET AT 0%) FOR THIS PROJECT:

- PARTICIPATION IS VOLUNTARY THOUGH STRONGLY ENCOURAGED.
- ANY AMOUNT OF PARTICIPATION SHOULD BE REPORTED.
- IF NO PARTICIPATION IS ACHIEVED STATE "NONE" ON THE 00 43 14-2 AND RETURN 00 43 14-2 WITH YOUR BID FORM.

TYPE OF WORK – identify the proposed work to be performed by the DVBE prime contractor or DVBE subcontractor(s).

DVBE COMPANY NAME – list the name of the company proposed for DVBE participation. If the prime contractor is a DVBE, the name **MUST** be listed for participation.

DVBE IS CONTRACTING WITH – list the name of the department or company with which the company listed is contracting (Prime Contractor's Name).

DOLLAR AMOUNT TO DVBE – the total participation dollar amount given to the DVBE for this bid.

PERCENTAGE TO DVBE – the total percentage given to the DVBE for this bid.

DVBE CERTIFICATION – to **obtain DVBE participation credit**, the Prime Contractor or Subcontractor/Supplier firm **must be formally certified by the Office of Small Business and DVBE Certification (OSDS) as a DVBE**. Provide **OSDS certification number** and a **copy of the certification letter** for the Prime or Subcontractor/Supplier. (Prime should ask Subcontractor/Supplier to provide them with a copy of their OSDS certification letter.)

BIDDERS NAME _____

STATE OF CALIFORNIA

**DISABLED VETERAN BUSINESS
ENTERPRISE PARTICIPATION SUMMARY**

Form 840 02/2003

See completion instructions on prior page.

TYPE OF WORK (Service or Materials)	DVBE COMPANY NAME	DVBE IS CONTRACTING WITH (Contractor's Name)	DOLLAR AMOUNT TO DVBE	PERCENTAGE TO DVBE	DVBE CERT. (PROVIDE NO.)

Question and Answers for Bid #BOPP-201A - Online County Assessors Subscription Service

OVERALL BID QUESTIONS

**There are no questions associated with this bid. If you would like to submit a question,
please click on the "Create New Question" button below.**

Question Deadline: Apr 4, 2011 5:00:00 PM PDT