

Solicitation IFB ROD - 2

Reproduction of Drawings and Related Services

State of California

Bid IFB ROD - 2

Reproduction of Drawings and Related Services

Bid Number IFB ROD - 2
Bid Title Reproduction of Drawings and Related Services

Bid Start Date Jun 1, 2009 8:53:48 AM PDT
Bid End Date Jun 25, 2009 2:00:00 PM PDT
Question & Answer End Date Jun 10, 2009 3:00:00 PM PDT

Bid Contact Jennifer Maier
916-376-1754
Jennifer.Maier@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

Firms with 3-5 years experience and within a 35 mile radius of the Sacramento Metropolitan Area. All documents and attachments can be downloaded from this solicitation.

Added on May 29, 2009:

Revised documents corrected address

STATE OF CALIFORNIA
DEPARTMENT OF GENERAL SERVICES
REAL ESTATE SERVICES DIVISION

ADVERTISEMENT FOR BIDS

PROJECT NUMBER IFB ROD - 2: Reproduction of Drawings and Related Services
West Sacramento, Yolo County, CA
Sacramento, Sacramento County, CA

Bid Requirements: Reprographics firm with 3-5 years experience and within a 35 mile radius of the Sacramento Metropolitan Area.

Project comprises labor, material, equipment and services necessary for: Reproduction of Drawings, plotting computer assisted drafting and design (CADD) documents in electronic file formats included but not limited to AutoCADD, portable documents format (PDF), tag image tile format (TIFF) and other industry standard formats for both color and black and white files, print standard drawings sheets, contract documents bid set reproduction, shipping and delivery and related services to State of California Department of General Services, Real Estate Services Division (RESA) as required for a two year period. Contractor must be able to furnish reproduction of contract documents by any or a combination of the following: direct positive prints, photo-negative film, polyester film transparencies (mylar), photo screens half tone reproduction, projection on photographic paper, TP5 or equal, large black and white plotting copies, 600 DPI color plotting copies, large format photocopy, photocopy high speed duplicator for reproducing 8-1/2 X 11 bond copies, color photocopy 8-1/2 X 11 bond copies, delivery to private firms and State offices within Sacramento area, online plan room service, electronic copy of the contract bid documents on CD or DVD-ROM, and miscellaneous binding.

IFB Bid package may be obtained by downloading from the eProcurement (BidSync) solicitation for bids. To download bid documents, you must register a user name and business profile in the eProcurement (BidSync) system at www.eprocure.dgs.ca.gov. Bid package may also be obtained by sending a request to Jennifer Maier, Department of General Services, Real Estate Services Division (RESA), Contracts Management Section, Suite 2-350, 707 Third Street, West Sacramento, CA 95605, phone (916) 376-1754, fax (916) 376-1778, email jennifer.maier@dgs.ca.gov. Requests MUST INCLUDE: ad title, firm name, street mailing address, contact persons name, phone number, fax number, and email address.

Prospective bidders must submit required documents listed on the "Required Attachment Checklist" (Attachment 1). Disabled Veterans Business Enterprise requirements apply to this contract. All bidders are required to achieve minimum DVBE goals or submit the Good Faith Effort documentation. Contact Department of General Services Construction Contracts Unit at (916) 376-1768.

Bids must be received before 2:00 p.m. on June 25, 2009 at Department of General Services, Contracts Management Section, Suite 3-305, 707 Third Street, West Sacramento, CA 95605.

Bid opening will be June 25, 2009, at 2:00 p.m., at Department of General Services, Contracts Management Section, Suite 3-305, 707 Third Street, West Sacramento, CA 95605.

The Bid Tabulation Web Posting can be viewed at <http://www.eprocure.dgs.ca.gov>; then click on the "Special Announcements/Award Notices" link, pick your project title from the list and click on it.

ADVERTISEMENT FOR BIDS



State of California • Arnold Schwarzenegger, Governor
State and Consumer Services Agency

DEPARTMENT OF GENERAL SERVICES

Real Estate Services Division • Business Operations, Policy & Planning Branch
Contracts Management and Procurement Services Section
707 Third Street, Suite 2-350, MS 508 • West Sacramento, CA 95605
(916) 376-1768 • Fax (916) 376-1778 • www.resd.dgs.ca.gov

INVITATION FOR BIDS Notice to Prospective Bidders

Date: May 28, 2009
To: Prospective Bidders
Project: REPRODUCTION OF DRAWINGS AND RELATED SERVICES
Department of General Services, Real Estate Services Division

Firm is invited to review and respond to this Invitation for Bids (IFB), entitled "Reproduction of Drawings and Related Services". The IFB number is IFB ROD - 2. In submitting a bid, bidder must comply with the instructions found herein.

All agreements entered into with the State of California will include by reference General Terms and Conditions and Contractor Certification Clauses that may be viewed and downloaded at Internet site www.ols.dgs.ca.gov/standard+language. If Internet access is not available, a hard copy can be provided by contacting the contact person listed below.

All bids shall include: i.e., signed sheet entitled "Bid/Bidder Certification Sheet", Cost Sheet, Disabled Veterans 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.

In the opinion of the Department of General Services (DGS) Real Estate Services Division (RES), this document is complete and without need of explanation. However, if there are questions, or a need for clarifying information, the contact person is:

Jennifer Maier, Contracts Officer
Department of General Services
RES, BOPP, Contracts Management and
Procurement Services Section
(916) 376-1754 FAX (916) 376-1778
E-mail: Jennifer.maier@dgs.ca.gov

All questions need to be submitted in writing via fax or e-mail to the above. Please note that no *verbal* information given will be binding upon the State unless such information is issued in writing as an official addendum.

Sincerely,

Jennifer Maier
Contracts Officer
Contracts Management Section

Rev. 09

Reproduction of Drawings and Related Services

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00 43 14 DVBE Goal Document	
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Reproduction of Drawings and Related Services

A. Purpose and Description of Services

The Department of General Services (DGS), Real Estate Services Division (RES D), provides comprehensive real estate services to all State agencies. The services offered include the construction of new facilities and renovation of existing facilities throughout the State of California. As such, RES D has a need for printing services necessary to reproduce large quantities of construction project plans, drawing sheets and specification manuals for prospective bidders, plan rooms, clients, and staff, including shipping, delivery and related reprographic services that are essential for all of RES D's construction projects.

The estimated term of the RES D-wide contract for reprographic service needs is 2 years with the State's option, through formal amendment, to extend for one year.

B. Bidder Minimum Qualifications For a Bid to be considered responsive, Bidder must:

1. **Be a Reprographic firm within 35 mile radius of the Sacramento area and with 3-5 years experience equal to the required services described in the Scope of Work (Exhibit A).**
2. Meet the Bid Requirements (refer to Section C)
3. Pay prevailing wages to those labor classifications requiring the payment of prevailing wages, including subcontractors, as specified in "Sample Standard Agreement" included in this IFB. Questions concerning predetermined wage rates should be directed to www.dir.ca.gov/DLSR/RWD or the

Department of Industrial Relations
Division of Labor Statistics and Research
Prevailing Wages Unit
P.O. Box 420603
San Francisco, CA 94142
Phone: (415) 703-4774
4. Be registered with the California Secretary of State to perform business in California.
5. Include verification of DVBE Participation/Incentive and/or Good Faith Effort documentation (Attachment 7).
6. Complete the California Small Business certification information on the Bid/Bidder Certification Sheet (Attachment 5) to request "Small Business Preference."
7. If applicable, complete the Non-Small business preference request (Attachment 6).
8. Provide, before the execution of the contract, Page 1 of the Contractor's Certification Clauses (Attachment 2) evidence of insurance meeting the requirements specified in Section E "Sample Standard Agreement."

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C. Bid Requirements and Information**1) Key Action Dates**

<u>Event</u>	<u>Date</u>
IFB available to prospective bidders	May 28, 2009
Final Date for Bid Submission	June 25, 2009, before 2:00 p.m.
Bid Opening	June 25, 2009, at 2:00 p.m.
Proposed Start Date of Agreement	September 1, 2009

2) Submission of Bid

- a) All bids must be submitted under **sealed** cover and sent to **Department of General Service, Real Estate Services Division, Contracts Management Section, Suite 3-305, 707 Third Street, West Sacramento, CA 95605, Attn: Jennifer Maier**, by dates and times shown in Section C, Bid Requirements and Information Key Action Dates, (above). 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 "SEALED BID, DO NOT OPEN."
- b) All bids shall include the documents identified in Attachment 1, Required Attachment Check List. 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.
- c) Bids **not** submitted under sealed envelope will be rejected. All documents requiring a signature must bear an original signature of a person authorized to bind the bidding firm.
- d) Bid must be submitted for the performance of all the services described herein. Deviations from specification will not be considered and will be cause for rejection of bid.
- e) It is the sole responsibility of the Bidder to see that its bid is received in proper time. Bid received after scheduled closing time for receipt of bids will be returned to bidder unopened.
- f) A bid may be rejected if 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 any immaterial deviation in a bid. The State's waiver of immaterial defect shall in no way modify the IFB document or excuse the bidder from full compliance with the objectives and 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 chargeable to the State of California.

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- h) An individual who is authorized to bind the bidder contractually shall sign the Bid/Bidder Certification Sheet. The signature must indicate the title or position that the individual holds in the firm. An unsigned bid shall be rejected.
- i) 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.
- j) The State 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.
- k) The State reserves the right to reject any and all bids. The State **is not required to award an Agreement.**
- l) Bids are public upon bid opening, however, the contents of all proposals, draft bids, correspondence, agenda, memoranda, working papers, or any other medium which discloses any aspect of a bidder's proposal shall be held in the strictest confidence until bid is awarded. The content of all working papers and discussions relating to the bidder's proposal shall be held confidential indefinitely unless the public interest is best served by an items disclosure because of its direct pertinence to a decision, agreement, or the evaluation of the bid. Any disclosure of this subject by the bidder is a basis for rejecting this proposal and ruling bidder ineligible to further participate.
- m) Bidders are cautioned to not rely on the State, during the evaluation to discover and report to the bidder all defects and errors in the bidders' submitted documents. Bidders, before submitting bid documents, should carefully proof them for errors and adherence to the IFB requirements.
- n) Where applicable, bidder should carefully examine site of work and specifications. Bidder shall investigate conditions, character, quality of surface, or subsurface materials or obstacles that might be encountered. No additions or increases to the agreement amount will be made because of lack of examinations of work sites and specifications.
- o) The State does not accept alternate language from a prospective contractor. A bid with such language would be considered a counter proposal and will be rejected. The State's General Terms and Conditions (GTC) (Exhibit C) are not negotiable.

EXAMPLE: The State has its own Indemnity Language, which is listed at (Internet Site, www.ols.dgs.ca.gov/Standard+Language/default.htm. Select button GTC – 307 (Current Number, paragraph 5)

- p) No oral understanding or agreement shall be binding on either party.

3) Evaluation and Selection

- a) The State will review the apparent low bidders' bid to determine the responsiveness of the bid to the State's needs. If non-responsive the State will review subsequent bids in order (low to high) to determine responsiveness. Award, if made, will be made on the basis of the lowest responsive responsible bid.
- b) Bids which contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the bidder, may be rejected. If, in the opinion of the State, such information was intended to mislead the State in its evaluation

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of the bid, and the attribute, condition, or capability is a requirement of this IFB, it will be the basis for rejection of the bid.

- c) At the time of bid opening, each bid will be checked for the presence or absence of required information in conformance with the submission requirements of this IFB.

4) Award and Protest

- a) Notice of the award shall be posted to the public at least five (5) working days prior to awarding of the Agreement.
- b) If, prior to the award, any bidder files a written protest with the awarding agency against the awarding of the Agreement on the grounds that protesting bidder is the lowest responsible bidder meeting the specifications for the Invitation for Bids, the Agreement shall not be awarded until either the protest has been withdrawn or the Department of General Services has decided the matter.
- c) Within five (5) days after filing the initial protest, the protesting bidder shall file with the Department of General Services a full and complete 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 3rd Street, 7th Floor, West Sacramento, CA 95606. A copy of that written protest must be mailed to the Department of General Services, Real Estate Services Division – Contract Management Section, 707 3rd Street, Suite 2-350, West Sacramento, CA 95605 – Attn: Jennifer Maier. It is suggested that bidder submit any protest by certified or registered mail.

5) Disposition of Bids

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

D. Small Business Enterprise Preference and DVBE Incentive Programs**1. Small Business Enterprise Preference (SBE)**

California Government Code, Section 14835, et seq. requires that a five-percent preference be given to bidders who qualify as a small business and also requires that a five percent (5%) preference be given to bidders who qualify as a non-small business. The rules and regulations of the law, including the definition of a small business and a non-small business for the delivery of services, are contained in the California Code of Regulations, Title 2, Administration, Section 1896, et seq.

Firms can apply for small business certification online at www.getcertified.dgs.ca.gov. In most cases, a small business applicant can receive a certification result within a short time.

When evaluating the bids, the five-percent preference is used only for computation purposes to determine the winning bidder and does not alter the amount of the bid nor the resulting Agreement. Thus, a contract awarded on the basis of the five-percent preference is awarded to the small business or non-small business based on the actual amount of the bid, but at the amount of the State's estimate.

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The Small Business Preference (5 percent up to \$50,000) may be combined with the DVBE Incentive but will not exceed a combined total of \$500,000.

In the event of a precise tie between the low responsible bid of a certified small business and the low responsible bid of a certified small business DVBE, the contract must be awarded to the Small Business DVBE. (GC §14838(f))

2. Non-Small Business Preference

The application of the five percent (5%) small business bidding preference is 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 micro businesses.

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 00 43 16-2 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 00 43 16-2 within 48 hours, the claim for non-small business preference will be denied.
- 3) submits completed Document 00 43 16-2 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 Jennifer Maier. When submitting this document make sure to include the firm's name (the bidder) and project number or title as noted on page one of this IFB.

3. Disabled Veteran Business Enterprise (DVBE) Participation

- a. Contracting Code: Public Contract Code (PCC) Section 10115, establishes a contract participation goal of at least three-percent for DVBE. This goal applies to a State agency's overall contracting program. State agencies have the discretion to apply the DVBE participation goal to individual contracts. DVBE participation requirements of three-percent are included for this solicitation.
- b. Attachment 7 provides the forms necessary for the bidder to support meeting the participation goal or what good faith effort was made in an attempt to achieve the goal. Bidders must return either the Disabled Veteran Business Enterprise (DVBE) Participation Summary (page one) Document 00 43 14-2 or the Good Faith Effort (GFE) Documentation (four pages plus copies of advertisements) Document 00 43 15 -1 thru 4. Failure to submit a complete response may result in a non-responsive determination, in which case the bid may be rejected.
- c. Applicants for DVBE certification may apply online at www.getcertified.dgs.ca.gov, however, State law requires all DVBE applicants to submit specific support documentation to the Office of Small Business and Disabled Veterans Business Enterprise Services (OSDS).

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4. DVBE Incentive

- a. A DVBE Incentive will be granted to Bidders that 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.
- b. Bidders with DVBE Participation of less than the required percentage listed in the solicitation (generally 3%) must still perform and submit a Good Faith Effort with the bid in order to meet the DVBE requirements.
- c. 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. The DVBE Incentive is

computed from the lowest responsive and responsible bid price. Any Small Business Preference must be calculated prior to the DVBE Incentive evaluation and calculations.

- d. Bidders that achieve a DVBE Participation of 1.00% or more on this bid may have the DVBE Incentive applied to bidders bid in an attempt to displace the apparent low bidder. The percentage of DVBE Incentive will be equal to percentage of DVBE participation rounded to the nearest two decimal places and subject to a minimum of 1.00%, a maximum of 5.00%, and will not exceed \$500,000. Bids with DVBE participation of less than 1.00% will not qualify for an incentive. Bids with DVBE participation of greater than 5.00% will be calculated with a maximum of 5.00% incentive
- e. 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 at the actual bid amount as verified by the State.
- f. 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.
- g. When a bidder identifies and commits to at least the minimum 1.00% DVBE Participation Goal, bidders net bid price is reduced (for evaluation purposes only) by the DVBE Incentive percentage of the apparent lowest bid price. The DVBE Participation Goal percentage commitment and corresponding Incentive percentage are illustrated below.

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DVBE Participation of at least:	DVBE Incentive:
1 – 3 %	1 – 3 %
3.1 – 5 %	3.1 – 5 %
5 % or more	5 % (Maximum)

Examples of the DVBE Incentive program being applied:

Example (1)

#1 Low Bid	\$950,000
#2 Low Bid (with a 5% DVBE participation)	\$975,000
Less the Incentive (5% of \$950,000)	<u>- 47,500</u>
New Low Bidder (for analysis only)	\$927,500
Award is to #2 Bidder for \$975,000.	

Example (2)

#1 Low Bid (with a 3% DVBE participation)	\$1,250,000
(Less 3% of \$1,250,000)	<u>- 37,500</u>
Adjusted bid for comparison	\$1,215,500
#2 Bid (with a 5% DVBE participation)	\$1,300,000
(Less 5% of \$1,250,000)	<u>- 62,500</u>
Adjusted bid for comparison	\$1,237,500

Bidder #1 retains "low bid" status due to the 3% DVBE participation.

Example (3)

#1 Low Bid (with a 3% DVBE participation)	\$1,250,000
(Less 3% of \$1,250,000)	<u>- 37,500</u>
Adjusted bid for comparison	\$1,215,500
#2 Bid (with a 5% DVBE participation)	\$1,300,000
(Less 5% of \$1,250,000)	<u>- 62,500</u>
(Less 5% of 1,250,000 small business preference)	
Not to exceed \$50,000)	<u>- 50,000</u>
Adjusted bid for comparison	\$1,187,500

Bidder #2 displaces original low bidder #1 due to the 5% DVBE incentive and small business preference.

5. Program Assistance

- a. Bidders having questions regarding the SBE, or non SBE preference approval and/or needing a copy of Title 2, California Administrative Code, Section 1896, @ <http://ccr.oal.ca.gov/> or contact the:

Reproduction of Drawings and Related Services

Department of General Services
Office of Small Business and DVBE Services
707 Third Street, Suite 1-400, MS 210
West Sacramento, CA 95605
Receptionist: (916) 375-4940 Fax: (916) 375-4950
(800) 559-5529
Homepage: www.pd.dgs.ca.gov/smbus

b. Requests for Assistance - DVBE:

To obtain a list of trade and focus publications or the "State Contracting Resource Packet," for the DVBE programs' Good Faith Effort, please see information in the preceding 5. a. or the below homepage.

Homepage: www.pd.dgs.ca.gov/smbus

c. This IFB:

Small Business Enterprise and Disabled Veteran Business Enterprise questions or requests for assistance regarding the SBE and DVBE programs should be directed to the following Contracts Officer:

Department of General Services,
RESO, Contracts Management Section
Attn: Jennifer Maier
707 Third Street, Suite 2-350, MS 508
West Sacramento, CA 95605
(916) 376-1754 Fax: (916) 376-1778
jennifer.maier@dgs.ca.gov

If Bidders are unable to reach the above contact, inquiries should then be directed to the backup Contracts Officer at the same location and fax:

Attn: Gail Lunn
(916) 376-1756
Gail.Lunn@dgs.ca.gov

E. Sample Standard Agreement (Std. 213)

The sample of the Standard Agreement (Std. 213) is **not** to be returned as part of the bid. The Agreement specifies the Scope of Work and other provisions that are applicable to this solicitation. Although it is anticipated that the "Sample Standard Agreement" will be the Agreement generated from this IFB, be advised that it is a sample and the State reserves the right to make revisions.

Sample Standard Agreement
Exhibit A, Scope of Work
Exhibit B, Budget Detail and Payment Provisions/Cost Work Sheet
Exhibit C, General Terms and Conditions
Exhibit D, Special Terms and Conditions – Compliance Language
Exhibit E, Additional Provisions

Reproduction of Drawings and Related Services

STANDARD AGREEMENT

STD 213 (Rev 06/03)

AGREEMENT NUMBER

REGISTRATION NUMBER

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

STATE AGENCY'S NAME

Department of General Services, Real Estate Services Division

CONTRACTOR'S NAME

2. The term of this Agreement is: 2 (two) years commencing upon the proposed start date of September 1, 2009, with State's option, through formal amendment, to extend for one year.

3. The maximum amount of this Agreement is:

REPRODUCTION OF DRAWINGS AND RELATED SERVICES

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/Sample Invoice

8 pages

Exhibit B – Budget Detail and Payment Provisions/Cost Work Sheet

2 pages

Exhibit C* – General Terms and Conditions

GTC 307

Check mark one item below as Exhibit D:

☐ Exhibit – D Special Terms and Conditions☒ Exhibit – D* Special Terms and Conditions – Compliance Language

2 pages

Exhibit E – Additional Provisions

3 pages

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 www.dgs.ca.gov/Standard+Language

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

CONTRACTOR

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

BY (Authorized Signature)

DATE SIGNED (Do not type)

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 (Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

 707 Third Street, Suite 2-350, MS 508
 West Sacramento, CA 95605

California Department of General Services Use Only

☐ Exempt per:

Reproduction of Drawings and Related Services

EXHIBIT A
SCOPE OF WORK
REPRODUCTION OF DRAWINGS AND RELATED SERVICES
DEPARTMENT OF GENERAL SERVICES
REAL ESTATE SERVICES DIVISION (RES D)

1. SCOPE OF WORK

The Contractor will furnish all labor, materials and equipment and perform all work required to furnish Reproduction of Drawings, including plotting computer assisted drafting and design (CADD) documents in electronic file formats including but not limited to AutoCADD, portable documents format (PDF), tag image tile format (TIFF) and other industry standard formats for both color and black and white files, print standard drawings sheets, contract document bid set reproduction, shipping and delivery; and related services to RESD in a satisfactory manner as required for a two year period that commences on the date of approval of an Agreement.

2. QUALIFICATIONS

The Contractor shall at the time of bidding be an individual or firm with a plant located within a radius of not more than 35 miles from 707 Third Street, West Sacramento CA. Contractor shall have equipment capable of producing reproductions from drawings up to and including 54" in width and plotting electronic AutoCadd and Mountaintop black and white color files up to and including 42" in width. Contractor must have sufficient number of employees to meet the demands of the office (RES D) reproduction requirements. Contractor must be able to furnish reproduction of contract documents by any or a combination of the following:

- direct positive prints,
- heavyweight brownline, bond,
- polyester film transparencies, mylar
- large black and white plotting copies,
- 600 DPI color plotting copies,
- large format photocopy, vellum and bond,
- photocopy high speed duplicator for reproducing 8-1/2" x 11" bond copies,
- color photocopy 8-1/2" x 11" bond copies,
- delivery to private firms within Sacramento and West Sacramento,
- electronic copy of contract bid documents on DVD-ROM,
- miscellaneous binding, and
- administrative fee.

Contractor must make at least five (5) scheduled pickup and deliveries and rush jobs may require extra pickup and delivery to the State.

3. ACCEPTABILITY

Reproductions from dissimilar originals shall have the exposures varied, so that all prints are uniform in color and legibility. Reproductions must be of good quality, clear, sharp and good color. The State reserves the right to reject and have reprinted any unacceptable reproductions at no additional cost to the State.

Errors by the Contractor are to be corrected, expedited, and delivered on a special run at the cost to the Contractor, not to the State.

Errors by the State requiring rerun will be billed to the State including the special cost for delivery only if it is an unscheduled delivery.

If time frame cannot be met for delivery of a job, the Contractor will call the Project Director/Manager to attempt to negotiate a new delivery date.

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Check with Project Director/Manager if any post-it note is on any of the plan and specs to see if notes should be left on the original(s) to be copied.

4. CONTRACTUAL REQUIREMENTS

The estimated quantities shown on Exhibit B, Cost Sheet are the total of the estimated quantities required by RESD.

1.	Direct Positive Prints Xerox or equal photocopies on bond or wide format paper	500,000
2.	Polyester Film Transparency, mylar	9,500
3.	Large Black and White Plotting Copies	50,000
4.	600 DPI Color Plotting Copies	5,000
5.	Large format photocopy (Xerox 5080 or equal)	
a.	Vellum	150,000
b.	Heavy weight brownline, bond	3,000
c.	Bond	6,000,000
6.	Photocopy 8 1/2" x 11" bond copies	7,500,000
7.	Color Photocopy 8 1/2" x 11" bond Copies	7,000
8.	Delivery to private firms in area	600
9.	Electronic copies of Contract Documents on DVD-ROM, in duplicate, two sets	1,000
10.	Miscellaneous binding: spiral, screws, etc.	10,000
11.	Administrative Fee (lists, telephone, fax, etc.)	1,000

5. BASIS FOR PAYMENT FOR UNIT PRICE ITEMS

- A. Quantities shown on the Cost Sheet are the State's estimate and are approximate, being given as a basis for comparison of bids only. The State does not expressly or by implication agree that actual quantity of work will correspond therewith, but reserves the right to increase or decrease quantity of any item or portion of the work or to omit portions of the work as may be deemed necessary or advisable by the State; also to make such alterations or deviations, additions to, or omissions from specifications as may be determined during progress of work to be necessary and advisable for proper completion thereof. Contractor shall proceed with work as increased, decreased, or altered.
- B. Variations in Quantities of Unit Price Items: If actual quantity of work performed under a unit price item is over or under the estimated quantity stated in the Cost Sheet, payment will be made for actual quantity of work performed at contract unit price.
- C. The monetary amount of the agreement will be determined by the State base on past usage and an estimate of future work. The actual unit prices quoted by the bidder shall be binding for the term of the agreement plus a possible one year extension.

6. REPRODUCTION OF CONTRACT DOCUMENTS

The Contractor shall furnish the following types of Reproduction of Contract Documents (Drawings and Project Manuals):

A. **Direct Positive Prints (Item 1 on Cost Sheet)**

A positive reproduction printed directly from a translucent original without the use of negative. Development is acceptable by either aqueous or gaseous methods. The background shall be white with blue, black or brown lines, distinct and in good contrast to the background. The paper shall be 14, 20 or 35 pound sulphite, respectively.

B. **Polyester Film Transparencies, mylar (Item 2 on Cost Sheet)**

A polyester based film (.004" thickness) with matte surfaces both sides and coated with a direct positive or projection speed photographic emulsion.

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Reproduction of Drawings and Related Services

- C. **Large Black and White Plotting Copies (Item 3 on Cost Sheet)**
Paper prints are a photographic reproduction printed on high contrast photographic paper. Image shall be of sharp definition and in good contrast to the paper background. Paper prints shall be free of defects, creases, wrinkles, or tears.
- D. **600 DPI Color Plotting Copies (Item 4 on Cost Sheet)**
36-inch max. image input
42-inch max. image output
- E. **Large Format Photocopy (Xerox 5080, or equal, prints), (Item 5 on Cost Sheet)**
Vellum, heavyweight brownline, and bond.
- F. **Photocopy High Speed duplicator for reproducing 8½" x 11" bond black & white and color copies (Item 6 & 7 on Cost Sheet)**
Includes the reproduction of 8½" x 11" project manuals (Specifications) and other items from a reproducible master (original or copy) on 16 # or 20 # bond white or colored sulfite, one or two-sided, three-hole punched, and "acco" or binder post, or equal, type fastened.
- G. **Sacramento Delivery Charge to Private Firms (Item 8 on Cost Sheet)**
Includes reproduction work being delivered to non-state agency locations within the greater Sacramento area. Deliveries will be within a 30-mile radius of Downtown Sacramento. Contractor shall provide a unit price per trip for delivery.
- H. **Electronic Copy of Bid Documents on CD or DVD-ROM (Item 9 on Cost Sheet)**
Includes submittal of the Contract Documents (Project Manual, Drawings, Addenda, and similar items) for an individual project, in TIFF Group 4 compressed image format on removable media standard five inch diameter Compact Disks or DVD, Read Only Memory (CD or DVD-ROM). Disks shall be properly labeled to include date when such CD or DVD-ROM is submitted to the State, the State's project number, and similar data as selected by the State. Such CD or DVD-ROM shall be contained in a clear "Jewel Box" container and shall be submitted to the State within 48 hours of the completion or termination of the bidding process.
- I. **Miscellaneous Binding: (Item 10 on Cost Sheet)**
This includes spiral, screws and other methods of binding when required that will permanently hold sheets together. Fasteners shall prevent injury from sharp edges or protruding points.
- J. **Administrative Fee (Item 11 on Cost Sheet)**
This includes items that can be charged and reimbursed to Contractor for functions such as plan holders lists, accepting checks, charge cards, telephone and faxes, and other functions related to the specific job being bid.

7. PICKUP AND DELIVERY

The Contractor shall furnish a continuous messenger service between Contractor's plant and the following Offices at **707 3rd Street, West Sacramento.**

- A. Professional Services Branch – Real Estate Services Section / Design Services Section, Real Estate Leasing and Planning Section (RELPS), 5th Floor
- B. Professional Services Branch -- Design Services Section, Studio 1 State Owned Facilities Planning, Studios 3 through 10 Architecture and Engineering, 4th Floor
- C. Project Management Branch, 3rd Floor
- D. Building and Property Management Branch, 5th Floor
- E. Contract Management Section, 2nd Floor (*deliveries only*)

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Messenger service shall be made on a regular schedule during normal working hours, Monday through Friday, except on State designated legal holidays, as follows:

8:00 a.m.
10:00 a.m.
12:00 noon
2:00 p.m.
4:00 p.m.

.....or at other times as mutually agreed upon by the successful Contractor and the State's Contracts Manager.

The Contractor shall deliver the daily requirements to the RESD at a minimum rate of 2,000 square feet per hour during regular working hours, except for work designated as "Rush Projects".

The Contractor shall deliver to the RESD all orders within 8 working hours after pickup on a normal working day.

The Contractor will be required to pickup and deliver reproductions to other State Offices, under contract with RESD, within the Cities of Sacramento and West Sacramento, at no extra charge. When delivery to non-state offices is required a charge for delivery is appropriate. The Contractor shall be furnished with necessary instructions on the order.

The Contractor shall make pickups and deliveries to other State offices under contract as requested. Pickup of the material shall be made within one (1) hour after the Contractor is notified and delivery shall be as required.

8. RUSH PROJECTS

The Contractor shall deliver to specific offices of the RESD, reproduction work designated as "Rush Projects" at a minimum of forty thousand (40,000) square feet of Direct Positive Prints within a twenty-four (24) hour period, and shall continue delivery at the rate of 40,000 square feet each 24-hour period thereafter, until the quantity specified on each "Rush Project" has been completed, even though this may require the Contractor to work Saturdays, Sundays, overtime and Holidays and /or subcontract with another reproduction Contractor to meet the requirement.

Delivery of "Rush Project" orders shall be delivered or mailed as the "Rush Project" sets are completed with delivery provided at the next scheduled pickup by Contractor or common carrier, during normal working hours, Monday through Friday, except for State designated legal holidays.

The Contractor shall deliver all bound sets of reproductions rolled. Rush Projects for the above-specified types of work shall be given priority handling over other orders and shall be delivered as expeditiously as possible. It is expected that a majority of rush projects shall be delivered within two hours after pickup. These rush projects shall be considered a part of the minimum square footage specified per hour. Priority orders identified as addendum and/or addendum drawings for bidding projects shall have priority over all other work orders unless directed by a Branch Chief.

9. ORDER FORMS AND INVOICING

The Contractor shall supply order/invoice forms with one-time carbon or self-reproducing paper, which have been approved by the Real Estate Services Division. These order/invoice forms shall contain pre-printed consecutively numbered order blanks in sets of five (5) easily identified copies.

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The Contractor will print order/invoices as specified by the State and deliver to specific locations when requested. If redesigning is required, it will be at the expense to the Contractor. The white copy first, followed by green, yellow, pink and goldenrod, or similar. *A sample of the invoice is attached as last page of the Scope.*

Monthly statements are to show the individual order/invoice number, date of order/invoice, and the total amount of the invoice. Total would include the printing, tax, and other charges for each individual order/invoice, less a credit amount for fees collected from contractors/subcontractors, listed on the statement. The total of the individual order/invoices should total the outstanding amount for that particular month.

Invoice/Statements are to be delivered or sent to the address shown in Exhibit B. The invoice/statement should identify the specific unit/Branch that ordered the services. Invoice/Statements shall be submitted by Branch organization, when known. This information is to be placed in the heading of the invoice/statement.

Past due invoices are to be listed individually with the date, invoice number, and total individual amounts for each invoice that is outstanding. Each month's outstanding invoices are to be printed on a

separate statement identified as "UNPAID INVOICES FOR THE MONTH OF _____". Statements for the unpaid invoices are to be sent to the same unit in RESD identified in Exhibit B.

10. BID SET SHIPPING AND DELIVERY

When requested, Contractor shall prepare complete (not partial) bid packages and arrange shipping and delivery. This includes all materials necessary; such as bags, postage (UPS and UPS Overnight, or equal), handling, wrapping and incidentals to receive requests from construction contractors/subcontractors and ship bid sets (plans and project manuals) to construction contractors and subcontractors. Assume average bid set will consist of approximately 80 drawing sheets (30" x 42") and approximately 700 sheets (8½" x 11") project manual for bidding purposes.

Contractor to collect fees from construction contractors or subcontractors for ordered bid sets by work order number. Contractor to maintain bookkeeping/accounting records, lists by project of bids sets provided (plan holders lists) and the issuing of and record keeping of addendum shipped to plan holders by addendum number and date.

Contractor to be reimbursed for actual costs of bid sets and addendum shipped less collected fees.

Contractor shall furnish to the State an electronic or facsimile up-to-date copy of plan holders list (includes all planholders such as contractors, subcontractors, builders exchange and plan rooms, design consultants and state staff) for two working days before each projects' pre-bid meeting date and for five consecutive working days prior to bid date.

Plan Holders lists shall be maintained on a personal computer system, IBM compatible, in Microsoft Word 2003 software, or newer. The State will provide an initial list of plan rooms, staff and design staff to distribute bid sets transmitted with the bid set original. Initial list will be in hard copy or electronically transmitted.

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11. FINISHED PRODUCT

The Contractor shall provide the trimming of prints to prescribed trim lines or pre-determined sizes, and the delivery of each set or sets of prints or copies in numerical or other designated sequence. The Contractor shall, as requested by the State, bind prints or copies into sets by a method that will permanently hold all sheets together. Fasteners shall

be of a type to prevent injury from sharp edges or protruding points. Print sets shall be delivered rolled; duplicated copies shall be delivered stacked, and in boxes or rolled inside plans, if applicable.

12. ONLINE PLANROOM

Contractor must provide to the State an online planroom service. Project drawings and specifications will be posted in a secure digital format that will not allow printing or the ability to download. Plans and specifications are to be available for viewing only. With the ability for contractors to place orders with an online order form. Plans and specifications are to be sold in complete sets only, no partials will be allowed, unless specifically directed by DGS/RESO staff with authority to alter the norm.

This service must not require special software. Only the standard web browser that is included with Microsoft Windows. The State will have the option to include a link to the online planroom in any advertisements the State chooses. The online planroom must be available to the public via a published user name and password.

This service will be provided at no charge.

13. LICENSES AND PERMITS

The Contractor shall obtain at Contractor's expense all licenses and permits required by law for accomplishing any work required in connection with this contract.

14. BASIS FOR PAYMENT

The work of this contract has been subdivided into "Items", each item with a "Unit Price" and "Estimated Quantity". Contract payments will be based on actual quantities of work performed as directed and accepted and shall be paid for at the Unit Price as shown on the Cost Sheet.

All invoices for reproduction work shall be prepared in duplicate and made out to the Department of General Services, Real Estate Services Division, identified by Branch, if known, and submitted to the unit identified in Exhibit B.

15. PAYMENT AND PROJECT ACCOUNTING

The Contractor shall assist the State in determining the amount of non-refundable fee to charge construction contractors/subcontractors based on the cost to produce and ship bid document sets including free-of-charge sets. Contractor will provide cost estimates for bid document sets on request from the Project Director/Manager from RESO using the rates in the contract. These cost estimates will include printing and the costs for shipping and handling. Freight and handling includes the wrapping and postage for a set of plans and specifications going out from the Contractor's location.

The Contractor shall collect fees from construction contractors/subcontractors, suppliers and materials suppliers. The State will direct the foregoing firms to order directly from Contractor when State advertises the projects for bid.

In addition to item 13., BASIS FOR PAYMENT, Contractor shall maintain an accurate accounting system, agreeable to the State, to account for, record and provide daily up-to-date information for the State of the number of bid document sets, by work order number, that are provided to plan holders free of charge and/or to contractors for a fee. Invoices

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provided to the State shall provide sufficient detail by Work Order Number to clearly indicate the cost of production and delivery of bid document sets offset by the amount(s) received by the Contractor from the sale of the bid document sets to construction contractors/subcontractors.

16. PROTECTION AND STORAGE OF BID SETS

Upon receipt of preliminary, design development and construction document bid document sets (design working drawings and project manual) the Contractor shall take necessary steps to protect the integrity, sequence and quality of sets. Contractor may be requested to produce two reproducible copies of the bid document set drawings. One set for use to

reproduce the Direct Positive bond or wide format bid set prints and one set to be sent, as directed by the State, to the successful bidder on the Construction project.

Upon completion of the bid period or at a later date, due to bid extension or rebid specified by the State, the Contractor shall return the original bid set drawings, the reproducible and project manual masters along with a CD or DVD-ROM, to the States designated Project Director/Manager.

17. STATE AND CONTRACTORS REPRESENTATIVES

Contract's representatives during the term of this Agreement will be:

For the State of California:

Department of General Services
Real Estate Services Division
Contracts Management Section
707 Third Street, Suite 2-350
West Sacramento, CA 95605
(916) 376-1768

For the Contractor:

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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, identified as "Exhibit B, Cost Sheet", and made a part of this Agreement by this reference.
- 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 at least the following:
- Agreement number
 - Itemized list of services indicating each cost as originally bid
 - RESD's Funding Code
 - RESD's Project Manager/Director
- See "Scope of Work", item 9. ORDER FORMS AND INVOICING.

Submit invoices to:

Department of General Services
Real Estate Services Division
Business Operations Policy & Planning
Attention: Fiscal Services Unit
707 3rd Street, 1st Floor
West Sacramento, CA 95605

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.

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EXHIBIT B COST WORK SHEET

To: Dept. General Services, Real Estate Services Division
Contract Management Section, 707 3rd Street, Suite 2-350
West Sacramento, CA 95605 Attn: Jennifer Maier

Bid Date:

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CONTRACTOR: The undersigned Contractor, as bidder, declares that bidder has carefully examined the specifications and general conditions herein, read the Instructions to Bidders, and is familiar with all proposal requirements, and agrees, if the proposal is accepted, to complete the above project in accordance with the Contract Documents, in the time stated herein amounting to a total of:

Work Item	Estimated Quantity	Unit of Measure	Description	Unit Price in Figures	Item Total in Figures
1.			DIRECT POSITIVE PRINTS:		
a.	500,000	Sq. ft.	Xerox or equal photocopies on bond or wide format paper	\$	\$
2.	9,500	Sq. ft.	Polyester Film Transparency, mylar	\$	\$
3.	50,000	Sq. ft.	Large Black and White Plotting Copies	\$	\$
4.	5,000	Sq. ft.	600 DPI Color Plotting Copies	\$	\$
5.			Xerox - 5080 (or equal) prints:		
a.	750,000	Sq. ft.	Vellum, LDC	\$	\$
b.	3,000	Sq. ft.	Heavyweight brownline, bond	\$	\$
c.	6,000,000	Sq. ft.	bond, LDC	\$	\$
6.	7,500,000	Each	Photocopy Impressions 8 1/2 x 11" bond copies	\$	\$
7.	7,000	Each	Color Photocopy 8 1/2 x 11" bond copies	\$	\$
8.	600	Each trip	Delivery to private firms in area	\$	\$
9.	1,000	Each	Electronic copies of bid documents on CD/DVD-ROM, in duplicate two (2) sets	\$	\$
10.	10,000	Each	Miscellaneous binding: spiral, screws, etc.	\$	\$
			Sub Total		\$
			Taxes		\$
11.	1,000	Hours	Administrative fee (lists, telephone, faxes, etc.)	\$	\$
GRAND TOTAL					\$

Bidder shall set forth, in clearly legible figures, the Unit Price and Item Total in every space provided above or be deemed non responsive. The determination of award will be on the basis of the Grand Total sum of all items of work as verified by the State. Make sure math is correct. In case of discrepancy between the Unit Price and price in the line Item Total column, the Unit Price shall prevail. If the Unit Price figure is ambiguous, unintelligible, or uncertain for any cause, the amount in the Item Total column shall be divided by the Estimated Quantity for the line item to arrive at a Unit Price. The State's quantities given above are approximate and are given as a basis for comparison of bids. The State reserves the right to increase or decrease quantities of any item of work as deemed necessary. All unit prices are to include cost of all labor, overhead, and any other item of expense, indirect or direct.

Company name:	
Bidder's Signature:	X

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EXHIBIT CGENERAL TERMS AND CONDITIONS (GTC 307)

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.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS – COMPLIANCE LANGUAGE

1. Compliance with Rules/Regulations:

Contractor shall observe and comply with and cause all of its agents and employees to observe and comply with all prevailing Federal, State, City, and County laws, rules or regulations affecting the work. Failure to so comply shall equate to a breach to this Agreement. Any work done that does not comply with any laws, rules, or regulations will be remedied at the Contractor's expense.

2. Representation of No 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 agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees 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 the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

3. 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. 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.

4. Resolution of Disputes:

Contractor and State hereto mutually agree that the resolution of any claim or disputes arising under this Agreement shall be resolved pursuant to the following:

- a. If Contractor disputes any action by the State's Project Director/Project Manager hereafter known as "State's Representative" arising under or out of the performance of this Agreement, the Contractor shall notify the State's Representative of the dispute in writing and request a claims decision. The State's Representative shall issue a decision within 30 days of the Contractor's notice. If the Contractor disagrees with the State Representative's decision, the Contractor shall submit a formal claim to the Chief, of the relevant RESD Branch. The Chief, of the relevant RESD Branch shall issue a decision within 15 days of receipt of Contractor's formal claim. The decision of the RESD Branch Chief, shall be final and conclusive on the claim unless the decision is arbitrary, capricious, or grossly erroneous or if any determination of fact is unsupported by substantial evidence. The decision may encompass facts, interpretations of the

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Agreement, and determinations or applications of the law. The decision shall be in writing following an opportunity for the Contractor to present oral or documentary evidence and arguments in support of the claim. This administrative process must be followed before taking any court action.

- b. In the event of litigation between Contractor and State after all administrative remedies have been exhausted, litigation shall be commenced in an appropriate court of competent jurisdiction within Sacramento County, State of California. The successful party shall be entitled to collect attorney and expert fees and costs.
- c. Contractor agrees to proceed with all work ordered by the State pending the outcome of any claim, dispute or litigation.

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 (see GTC 307, #7). 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. Failure to Perform:

- a. If because of mechanical failure, or for any other reason, Contractor should be unable to perform the work as required, State reserves the right to accomplish the work by other means, and shall be reimbursed by Contractor for any additional costs above the contract price. This condition applies only during the time Contractor is unable to perform.
- b. State may discontinue Contractor services and be relieved of payment obligation should Contractor fail to perform for any reason. In the event of such discontinuance, State may proceed with the work in any manner deemed proper by State. Contractor shall be responsible for any increase in cost incurred by State in the event that services must be procured from another source.

7. Headings to Sections:

Contractor agrees that any headings to the Sections or Subsections of this Agreement are solely for the convenience of the parties and are not a part of this Agreement. Contractor further agrees that any headings to the Sections or Subsections of this Agreement shall not be used for the interpretation or determination of validity of this Agreement, or any provisions of this Agreement.

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EXHIBIT E
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. **PREVALING WAGES:** Contractor shall pay prevailing wages to those labor classifications requiring the payment of prevailing wages, ascertained by the Department of Industrial Relations (DIR) and set forth on the DIR website (http://www.dir.ca.gov/DLSR/statistics_research.html) for General Prevailing Wage Rates as determined by the February, 2009 prevailing wage published rates. This information is also available through the DIR Division of Labor Statistics and Research, Prevailing Wage Unit, P.O. Box 420603, San Francisco, CA 94142, Questions concerning predetermined wage rates can be directed to <http://www.dir.ca.gov/DLSR/PWD> or: to (415) 703-4780.
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. **TEMPORARY SUSPENSION OF WORK:** If because of mechanical failure or for any other reason, the Contractor should be temporarily unable to perform the work as required, the State, during the period of the Contractor's inability to perform, reserves the right to accomplish the work by other means, and shall be reimbursed by the Contractor for any additional costs above the contract price.
5. **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 Agreement.
 - A. **Commercial General Liability** – Contractor shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with a \$2,000,000 annual policy aggregate. This 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 contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability. The policy must include The State of California, its officers, agents, and employees as additional insured's, but only with respect to work performed under the contract. The endorsement must be supplied under form acceptable to the ORIM. In the case of Contractor's utilization of subcontractors to complete the contracted scope of work, Contractor shall include all subcontractors as insured's under Contractor's insurance or supply evidence of insurance to the State equals to policies, converges and limits required of the Contractor.

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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.

C. Workers Compensation and Employers Liability – Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Contract. Employer's liability limits of \$1,000,000 are required.

D. Valuable Papers - The Contractor shall furnish a Valuable Papers Insurance Policy, or Certificate of Insurance, to the Department of General Services in the amount of Fifty Thousand and No/100 Dollars (\$50,000.00). Such insurance shall be exclusively for the Department of General Services' protection against full extent of loss or damage to any material delivered to Contractor by the State or picked up by the Contractor from the State. The extent of such loss or damage shall be deemed to include the cost of all labor and materials required to replace or remake such material.

Contractor agrees that the Valuable Papers Insurance herein provided shall be in effect at all times during the term of the Agreement. In the event said insurance coverage expires at any time during the term of the agreement, Contractor agrees to provide the Department of General Services a new Certificate of Insurance evidencing insurance coverage, for not less than the remainder of the term of the agreement. If not, Contractor will be considered in breach of Agreement and Agreement may be terminated. New Certificate of Insurance is subject to approval of at least thirty (30) days prior to said expiration date for approval so that the work of the agreement shall not be interrupted. Copies of the Insurance Coverage shall accompany the Agreement. Removal of State-owned tracing or other material outside of the area, without State approval, shall give the State the right to cancel the Agreement. Such insurance shall include the following provisions:

1. The State of California, its officers, employees, and servants are included as additional insured but only insofar as operations under this Agreement are concerned.
2. Cancellation of the insurance will not be effective until **30** days following receipt or a written cancellation notice by the State of California.

6. **CONTRACT EXTENSION:** This contract may be extended by mutual agreement, by way of a signed and approved amendment to this Agreement.

F. Required Attachments

1. Required Attachment Checklist

The Required Attachment Checklist, Attachment 1, contains a list of mandatory items to be submitted as part of the bid package. This checklist shall be submitted and the Attachments listed on the Checklist shall be included in the order listed on the checklist. All documents listed on Attachment 1 (including Attachment 1) will be in downloadable portable document format (PDF) accessible to prospective bidders in the IFB-ROD 2 Solicitation for bids at www.eprocure.dsg.ca.gov (BidSync) system.

2. Attachment 2: Contractors Certification Clauses (CCC-307)

- a. Bidder shall submit a signed and dated Contractors Certification Clause certifying that signer is duly authorized to legally bind the prospective Contractor to the clauses stated in the document.

3. Attachment 3: Payee Data Record (Std 204)

- a. Bidders shall submit a signed and dated Payee Data Record (Std 204) which is required in lieu of IRS W-9 when doing business with the State of California. The purpose of the Std 204, is to facilitate the collection of taxpayer identification data to determine if the bidder is subject to state income tax withholding pursuant to California Revenue and Taxation Code Sections 18662, 18805 and 26131.

4. Attachment 4: Bidders Reference

- a. Bidders shall submit References, Attachment 3, as part of the bid, listing three references for the State to use to verify information given within the bid. Bidders' references must be customers for whom work similar to this IFB was performed. If the bidder has provided services to any governmental entity, at least one of the references must be a governmental customer. In the description of services provided, bidders are to include the contract start and completion dates, and the title of reports issued.

5. Attachment 5: Bid/Bidder Certification Sheet

6. Attachment 6: Disabled Veteran Business/Small Business Enterprise Forms and Instructions

00 43 14 DVBE Goal Document
00 43 15 DVBE Good Faith Effort Documents
00 43 16 Certified Small Business Subcontractors Summary

7. Exhibit B: Budget Detail and Payment Provisions/Cost Work Sheet

- a. Bidder shall set forth, in clearly legible figures, the Unit Price and Item Total in every space provided on the Cost Work Sheet in Exhibit B. The determination of award will be on the basis of the Grand Total sum of all items of work as verified by the state.

IFB ROD – 2
Reproduction of Drawings and Related Services

Attachment 1

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 the bid. Place a check mark or "X" next to each item that bidder is submitting to the State. For a bid to be responsive, all required attachments must be returned. This checklist should be returned with the bid package.

<u>Attachment/Exhibit</u>	<u>Name/Description</u>
_____ Attachment 1	Required Attachment Check List
_____ Attachment 2	Contractor Certification Clauses (CCC) CCC-307 The CCC-307 is included in this package, and can be found on the Internet at www.ols.dgs.ca.gov/Standard+Language/default.htm
_____ Attachment 3	Payee Data Record (Std 204)
_____ Attachment 4	Bidders Reference
_____ Attachment 5	Bid/Bidder Certification Sheet
_____ Attachment 6	Disabled Veteran Business/Small Business Enterprise Forms and Instructions
_____	00 43 14, DVBE Participation Summary
_____	00 43 15, GBE Good Faith Effort Documents,
_____	00 43 16, Certified Small Business Subcontractors Summary.
_____ Exhibit B	Budget Detail and Payment Provisions/Cost Worksheet

IFB ROD-2
Reproduction of Drawings and Related Services

Attachment 2

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

IFB ROD-2
Reproduction of Drawings and Related Services

Attachment 2

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 lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

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

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

6. SWEATFREE CODE OF CONDUCT:

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

IFB ROD-2

Attachment 2

Reproduction of Drawings and Related Services

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 (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

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

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

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

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

IFB ROD-2
Reproduction of Drawings and Related Services

Attachment 2

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 governmental entity.

S:\ADMIN\HOMEPAGE\CCC\CCC-307.doc

STATE OF CALIFORNIA - DEPARTMENT OF FINANCE

PAYEE DATA RECORD(Required when receiving payment from the State of California in lieu of IRS W-9)
STD. 204 (Rev. 6-2003)

①	INSTRUCTIONS: Complete all information on this form. Sign, date, and return to the State agency (department/office) address shown at the bottom of this page. Prompt return of this fully completed form will prevent delays when processing payments. Information provided in this form will be used by State agencies to prepare information Returns (1099). See reverse side for more information and Privacy Statement. NOTE: Government entities, federal, State, and local (including school districts), are not required to submit this form.								
②	PAYEE'S LEGAL BUSINESS NAME (Type or Print) _____ <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 60%;">SOLE PROPRIETOR - ENTER NAME AS SHOWN ON SSN (Last, First, M.I.)</td> <td style="width: 40%;">E-MAIL ADDRESS</td> </tr> <tr> <td>MAILING ADDRESS</td> <td>BUSINESS ADDRESS</td> </tr> <tr> <td>CITY, STATE, ZIP CODE</td> <td>CITY, STATE, ZIP CODE</td> </tr> </table>			SOLE PROPRIETOR - ENTER NAME AS SHOWN ON SSN (Last, First, M.I.)	E-MAIL ADDRESS	MAILING ADDRESS	BUSINESS ADDRESS	CITY, STATE, ZIP CODE	CITY, STATE, ZIP CODE
SOLE PROPRIETOR - ENTER NAME AS SHOWN ON SSN (Last, First, M.I.)	E-MAIL ADDRESS								
MAILING ADDRESS	BUSINESS ADDRESS								
CITY, STATE, ZIP CODE	CITY, STATE, ZIP CODE								
③	ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN): _____ ☐ PARTNERSHIP ☐ ESTATE OR TRUST CORPORATION: ☐ MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.) ☐ LEGAL (e.g., attorney services) ☐ EXEMPT (nonprofit) ☐ ALL OTHERS ☐ INDIVIDUAL OR SOLE PROPRIETOR ENTER SOCIAL SECURITY NUMBER: _____ (SSN required by authority of California Revenue and Tax Code Section 18646) NOTE: Payment will not be processed without an accompanying taxpayer I.D. number.								
④	PAYEE RESIDENCY STATUE ☐ California resident - Qualified to do business in California or maintains a permanent place of business in California. ☐ California nonresident (see reverse side) - Payments to nonresidents for services may be subject to State income tax withholding. ☐ No services performed in California. ☐ Copy of Franchise Tax Board waiver of State withholding attached.								
⑤	I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the State agency below. <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 65%;">AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print)</td> <td style="width: 35%;">TITLE</td> </tr> <tr> <td>SIGNATURE</td> <td>DATE</td> </tr> <tr> <td></td> <td>TELEPHONE</td> </tr> </table>			AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print)	TITLE	SIGNATURE	DATE		TELEPHONE
AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print)	TITLE								
SIGNATURE	DATE								
	TELEPHONE								
⑥	Please return completed form to: Department/Office: <u>Department of General Services</u> Unit/Section: <u>Real Estate Services Division Attn: Jennifer Maier</u> Mailing Address: <u>707 Third Street, Suite 2-350, MS 508</u> City/State/Zip: <u>West Sacramento, CA 95605</u> Telephone: <u>916-376-1754</u> Fax: <u>916-376-1778</u> E-mail Address: <u>Jennifer.maier@dgs.ca.gov</u>								

STATE OF CALIFORNIA – DEPARTMENT OF FINANCE

PAYEE DATA RECORD

STD. 204 (Rev. 6-2003) (REVERSE)

1	<u>Requirement to Complete Payee Date Record, STD. 204</u> A completed Payee Date Record, STD. 204, is required for payment to all non-governmental entities and will be kept on file at each State agency. Since each State agency with which you do business must have a separate STD. 204 on file, it is possible for a payee to receive this form from various State agencies. Payees who do not wish to complete the STD. 204 may elect not to do business with the State. If the payee does not complete the STD. 204 and the required payee data is not otherwise provided, payment may be reduced for federal backup withholding and nonresident State income tax withholding. Amounts reported on Information Returns (1099) are in accordance with the Internal Revenue Code and the California Revenue and Taxation Code.
2	Enter the payee's legal business name. Sole proprietorships must also include the owner's full name. An individual must list his/her full name. The mailing address should be the address at which the payee chooses to receive correspondence. Do not enter payment address or lock box information here.
3	Check the box that corresponds to the payee business type. Check only one box. Corporations must check the box that identifies the type of corporation. The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State provide their Taxpayer Identification Number (TIN). The TIN is required by the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a). The TIN for individuals and sole proprietorships is the Social Security Number (SSN). Only partnerships, estates, trusts, and corporations will enter their Federal Identification Number (FEIN).
4	<u>Are you a California resident or nonresident?</u> A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if a least one trustee is a California Resident. For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who come to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident. Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year. For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below: Withholding Services and Compliance Section: 1-888-792-4900 E-mail address: wscs.gen@ftb.ca.gov For hearing impaired with TDD call: 1-800-822-6268 Website: www.ftb.ca.gov
5	Provide the name, title, signature, and telephone number of the individual completing this form. Provide the date the form was completed.
6	This section must be completed by the State agency requesting the STD. 204.
	<u>Privacy Statement</u> Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) required that any federal, State, or local government agency, which requests and individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it. It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and State law imposes noncompliance penalties of up to \$20,000. You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the State agency(ies) with which you transact that business. All questions should be referred to the requesting State agency listed on the bottom front of this form.

IFB ROD – 2
Reproduction of Drawings and Related Services

Attachment 4

REFERENCES ☐ **PRIME** ☐ **SUBCONTRACTOR:** _____

Submission of this attachment is mandatory. Failure to complete and return this attachment with the bid will cause the bid to be rejected and deemed non responsive. If bidder is determined to be the low bidder and has subcontractors that will be performing material testing and inspection services, bidder may be called upon to provide this information.

1. Briefly explain why firm is qualified to perform the work described in this IFB. Use an additional sheet of paper if necessary.
2. List below three references of similar types of services performed within the last five years. If three references cannot be provided, please explain why on an attached sheet of paper.

REFERENCE 1

Name of Firm	City	State	Zip Code
Street Address			
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

REFERENCE 2

Name of Firm	City	State	Zip Code
Street Address			
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

REFERENCE 3

Name of Firm	City	State	Zip Code
Street Address			
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

IFB ROD - 2
 Reproduction of Drawings and Related Service

Attachment 5

BID/BIDDER CERTIFICATION SHEET

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

A. Our all-inclusive bid is submitted as detailed in Exhibit B, "Cost Sheet".

Our all-inclusive bid is \$_____.

B. All required attachments are included with this certification sheet.

C. I have read and understand the DVBE participation requirements and have included documentation demonstrating that I have met the participation goals or have made a good faith effort.

D. 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 name and number information:		
10. Are you certified with the Department of General Services, Office of Small Business Certification and Resources (OSBCR) 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: _____
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 OSBCR, if an application is pending: _____		

IFB ROD - 2

Attachment 5

Reproduction of Drawings and Related Service

Completion Instructions for Bid/Bidder Certification Sheet

11. Bidder ☐ Has **OR** ☐ Has Not
ever been disqualified, removed or otherwise prevented from bidding on, or completing a Federal, State or Local project because of a violation of a law or safety regulation (PCC §10162).
- If such has happened, explain the circumstances, including date(s). State will review the circumstances presented and if it is deemed that acceptance of the bid is not in the best interest of the State, the bid will be rejected.
12. Bidder ☐ Has **OR** ☐ Has Not
ever received a safety violation or failed to file notifications to the Cal-OSHA, Federal OSHA, or EPA Agencies for employee records as required by CCR, Title 8, §5208 and CFR 40, Part 61?
- if such has happened, state date(s) of the citation(s) or failure to make notifications, and explain circumstances. State will review information presented and if it is deemed that acceptance of the bid is not in the best interest of the State, the bid will be rejected.
13. Bidder ☐ Has **OR** ☐ Has Not
in the preceding five years been convicted of violating a State or Federal law respecting the employment of undocumented aliens.
- ☐ Is **OR** ☐ Is Not
currently employing undocumented aliens (PCC§6101).
- If Bidder has or is, state date(s) and explain the circumstances. A conviction will cause the bid to be rejected.
14. Bidder certifies that he/she or any other person associated therewith in the capacity of owner, partner, director, officer manager, ☐ Has **OR** ☐ Has Not
been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past three years;
- ☐ Does **OR** ☐ Does Not
have a proposed debarment pending; and
- ☐ Has **OR** ☐ Has Not
been indicted, convicted or has a civil judgment rendered against it by a court of competent jurisdiction. If there are exceptions, indicate to whom exception applies, initiating agency and dates of action. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility.
15. Bidder ☐ Has **OR** ☐ Has Not
in the preceding three years been convicted of fraud, bribery, collusion, conspiracy, or any other act in violation of any State or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract (PCC §1100), including the Regents of the University of California or the Trustees of the California State University. If such has happened, Bidder to give date(s) of the citation(s) or failure to make notifications, and explain circumstances. State will review the circumstances presented and if it is deemed that acceptance of the bid is not in the best interest of State, the bid will be rejected.
16. Bidder ☐ Has **OR** ☐ Has Not
participated in a previous contract subject to the equal opportunity clauses as required.
- If Bidder has participated, Bidder certifies that, where required,
Bidder ☐ Has **OR** ☐ Has Not
filed all reports due. State will review the circumstances presented and if it is deemed that acceptance of the bid is not in the best interest of State, the bid will be rejected.
17. Bidder is certified with the Department of General Services, Office of Small Business and DVBE Services (OSDS) as:

IFB ROD - 2

Attachment 5

Reproduction of Drawings and Related Service

a. California Small Business ☐ Yes ☐ No If yes, enter certification number:	b. Disabled Veteran Business Enterprise ☐ Yes ☐ No If yes, enter service code & certification #:
c. Is the firm a California Micro Business? ☐ Yes ☐ No Certification Number: d. Bidding firm is not certified as a small business but is claiming the 5% small business preference by committing to subcontracting at least twenty-five percent (25%) of its net bid price to businesses that are California certified small businesses and/or micro businesses. Attached is a list of subcontractors with certification numbers. (Attachment 8). See attached list. ☐ Yes ☐ No <i>Be sure all subcontractors' certifications are attached.</i>	
NOTE: A copy of bidders or subcontractors Small Business Certification is required to be included if any of the above items in # 20 is checked "Yes". Be sure to indicate the percentage of work each Certified Small Business subcontractor is to work under this Agreement. Date application was submitted to OSDS, if an application is pending: _____	
18. <u>DVBE Bid Incentive</u> – By checking "Yes" below, the Bidder certifies and claims credit for achieving 1% to 5% or more DVBE participation on this bid and also requests that the corresponding DVBE Incentive be applied to this bid. Disabled Veteran Business Enterprise (DVBE) Incentive claimed? ☐ Yes ☐ No	
19. Name of Authorized Representative (Please Print or Type)	22. Title (Print Title of Authorized Representative)
20. Signature	24. Date

STATE OF CALIFORNIA

DOCUMENT 00 43 14-1

ATTACHMENT 6

**DISABLED VETERAN BUSINESS ENTERPRISE (DVBE)
PARTICIPATION SUMMARY****COMPLETION INSTRUCTIONS**

GFE DOCUMENTATION FORM 00 43 14-2 **MUST** BE COMPLETED WHETHER THE CONTRACT GOALS ARE ACHIEVED OR A "GOOD FAITH EFFORT" IS MADE AND PROVEN. IF NO PARTICIPATION IS OBTAINED, STATE "NONE." FULL AND PARTIAL GOAL ACHIEVEMENT SHOULD ALSO BE REPORTED.

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 (OSDC) as a DVBE**. Provide **OSDC certification number** and a **copy of the certification letter** for the Prime or Subcontractor/Supplier. (Prime should ask Subcontractor/Supplier to provide the OSDC certification letter)

DVBE PARTICIPATION SUMMARY
00 43 14-1

7/07

IFB ROD - 2

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. & ATTACH COPY OF OSDC LETTER)

GOOD FAITH EFFORT DOCUMENTATION FORM

Reproduction of Drawings and Related Services

This form is provided to document outreach, solicitations and consideration given to DVBE's.

Step 1 – Contact Awarding Department to identify potential DVBE subcontractors/suppliers.

Step 2 – Contact other: a) State, b) Federal and c) Local organizations to identify potential DVBE subcontractors/suppliers.

Date/Time	Agency/Organization Name	Contact Person/Method Check [X] one below	Telephone Number Internet Address	Contact Results
Step 1	AWARDING DEPARTMENT General Services Real Estate Services Division Business Operations, Policy and Planning Branch Contract Management Section	Contracts Management Section ☐ TELEPHONE CONTACT	Fax: (916) 376-1778 Voice Mail: (916) 376-1768	
Step 2a.	OTHER STATE CONTACT DGS, Office of Small Business and DVBE Certification (OSDC)	☐ TELEPHONE ☐ Logged on to web page	Phone: (916) 375-4940 (800) 559-5529 http://www.pd.dgs.ca.gov/smbus	
Step 2b.	FEDERAL CONTACT	☐ Internet Print page one and include With DVBE packet	http://www.ccr.gov	
Step 2c.	* LOCAL ORGANIZATION (Your Choice)	☐ Telephone ☐ Internet ☐ Fax ☐ Letter (Name of Contact)	 (Telephone Number) (E-mail Address)	

*Bidder must contact at least one (1) Local organization that helps to identify potential DVBE firms. To find a Local organization, utilize the **OSDC Resource Packet** which can be obtained by contacting OSDC at the telephone number(s) and internet website listed above (or from the Awarding Department).

BIDDERS NAME _____

ATTACHMENT 6

GOOD FAITH EFFORT DOCUMENTATION FORM (continued)

Step 3 – Advertisements – List publications in which advertisements for potential DVBE subcontractors/ suppliers have been advertised. Include a copy of each advertisement with bid. List publication dates for each advertisement.

ADVERTISEMENTS MUST BE PUBLISHED NO LESS THAN 14 DAYS PRIOR TO BID OPENING DATE.

INSTRUCTIONS FOUND ON PAGE 3.

Publication Name	Publication Date(s)
1. FOCUS -	
2. TRADE -	

ATTACHMENT 6

BIDDERS NAME _____

GOOD FAITH EFFORT DOCUMENTATION FORM (continued)

Step 4 – Invitations to Bid –

- a) List the name of DVBE firm solicited and the method used below.
- b) **Solicitation Copy:** **Attach** a copy of solicitation documents that were sent to potential DVBE subcontractors/suppliers. Attach fax log or postal mail list receipt seal. If multiple solicitation methods used, **attach** a solicitation copy for each method. If phone contacts were made, **attach** telephone log showing documentation of conversations: date, time, contact person, and business opportunities discussed. Use additional pages if needed

DVBE Name

Solicitation Method

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

BIDDERS NAME

Step 5 – Consider DVBE responses – List below the DVBE's responding to your solicitation. If selected for participation, write in "selected" or the business "reason for non-selection". List responses to your follow-up calls. Use additional pages as needed. If you have exhausted all resources and received no responses, please indicate "none".

Selected or Business Reason for Non-Selection

[illegible]

CONTRACTOR/BIDDER SIGNATURE, NAME: _____

STATE OF CALIFORNIA

ATTACHMENT 6**DOCUMENT 00 43 16-1****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 00 43 16-2. 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 00 43 16-2 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 DVBE CERTIFICATION (OSDC) AS A SMALL AND/OR MICROBUSINESS. (Prime contractors should ask Subcontractor/Supplier to provide them with a copy of their OSDC certification letter)

CERTIFIED SMALL BUSINESS SUBCONTRACTOR(S) SUMMARY

BIDDER NAME _____ PROJECT 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)

CERTIFIED SMALL BUSINESS SUBCONTRACTOR(S) SUMMARY

IFB ROD – 2
Reproduction of Drawings and Related Services

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, identified as "Exhibit B, Cost Sheet", and made a part of this Agreement by this reference.
- 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 at least the following:
- Agreement number
 - Itemized list of services indicating each cost as originally bid
 - RESD's Funding Code
 - RESD's Project Manager/Director

See "Scope of Work", item 9. ORDER FORMS AND INVOICING.

Submit invoices to:

Department of General Services
Real Estate Services Division
Business Operations Policy & Planning
Attention: Fiscal Services Unit
707 3rd Street, 1st Floor
West Sacramento, CA 95605

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.

IFB ROD – 2
Reproduction of Drawings and Related Services

Exhibit B

COST WORK SHEET

To: Dept. General Services, Real Estate Services Division
Contract Management Section, 707 3rd Street, Suite 2-350
West Sacramento, CA 95605 Attn: Jennifer Maier

Bid Date:

Reproduction of drawings and related services

CONTRACTOR: The undersigned Contractor, as bidder, declares that bidder has carefully examined the specifications and general conditions herein, read the Instructions to Bidders, and is familiar with all proposal requirements, and agrees, if the proposal is accepted, to complete the above project in accordance with the Contract Documents, in the time stated herein amounting to a total of:

Work Item	Estimated Quantity	Unit of Measure	Description	Unit Price in Figures	Item Total in Figures
1.			DIRECT POSITIVE PRINTS:		
a.	500,000	Sq. ft.	Xerox or equal photocopies on bond or wide format paper	\$	\$
2.	9,500	Sq. ft.	Polyester Film Transparency (mylar)	\$	\$
3.	50,000	Sq. ft.	Large Black and White Plotting Copies	\$	\$
4.	5,000	Sq. ft.	600 DPI Color Plotting Copies	\$	\$
5.			Xerox – 5080 (or equal) prints:		
a.	750,000	Sq. ft.	Vellum, LDC	\$	\$
b.	3,000	Sq. ft.	Heavyweight brownline, Bond	\$	\$
c.	6,000,000	Sq. ft.	Bond, LDC	\$	\$
6.	7,500,000	Each	Photocopy Impressions 8 1/2 x 11" Bond copies	\$	\$
7.	7,000	Each	Color Photocopy 8 1/2 x 11" Bond copies	\$	\$
8.	600	Each trip	Delivery to private firms in area	\$	\$
9.	1,000	Each	Electronic copies of bid documents on DVD-ROM, in duplicate two (2) sets	\$	\$
10.	10,000	Each	Miscellaneous binding: spiral, screws, etc.	\$	\$
Sub Total					\$
Taxes					\$
11.	1,000	Hours	Administrative fee (planholder lists, telephone, faxes, etc.)	\$	
GRAND TOTAL					\$

Bidder shall set forth, in clearly legible figures, the Unit Price and Item Total in every space provided above or be deemed non responsive. The determination of award will be on the basis of the Grand Total sum of all items of work as verified by the State. Make sure math is correct. In case of discrepancy between the Unit Price and price in the line Item Total column, the Unit Price shall prevail. If the Unit Price figure is ambiguous, unintelligible, or uncertain for any cause, the amount in the Item Total column shall be divided by the Estimated Quantity for the line item to arrive at a Unit Price. The State's quantities given above are approximate and are given as a basis for comparison of bids. The State reserves the right to increase or decrease quantities of any item of work as deemed necessary. All unit prices are to include cost of all labor, overhead, and any other item of expense, indirect or direct.

Company name:	
Bidder's Signature:	X

Question and Answers for Bid # IFB ROD - 2 - Reproduction of Drawings and Related Services

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: Jun 10, 2009 3:00:00 PM PDT