

SUPERIOR COURT OF BUTTE COUNTY
REQUEST FOR QUOTE (RFQ)

RFQ NO.: 01-2015A1

Date Issued: 2/3/15

From:

To:

Superior Court of California, County of Butte
Information Systems
One Court Street
Oroville, CA 95965

Vendor:
Address:

Buyer: Kirk Hauer
Phone: 530 532-7013 Fax: 530 538-8567

Contact:
Phone: Fax:

E-mail: khauer@buttecourt.ca.gov

E-mail:

Acceptable Delivery Methods for Quote: Mail or Express Delivery: Email: Facsimile:

THIS IS NOT AN ORDER

Timeline

Walkthrough Registration Date: 1/28/15 by 5:00PM PST *Walkthrough is mandatory – please see below*
Walkthrough Date: 1/30/15 at 2:00PM PST
2nd Walkthrough Registration Date: 2/11/15 by 5:00PM PST *Optional ADDED*
2nd Walkthrough Date: On or Before 2/20/15 by 5:00PM PST *Optional ADDED*
Deadline For Submitting Questions: 2/20/15 by 5:00PM PST *REVISED*
Quote Submittal Date: 2/27/15 by 5:00PM PST *REVISED*
Project Completion Date: On or Before 7/31/15 **Payment:** Net 45 days

Description of Goods and/or Services –

The Court requires the following data cabling work at 1 Court Street, Oroville CA 95965

Fifty-six (56) cable runs pulled to MDF. **REVISED**
One (1) cable run pulled to IDF-1. **REVISED**
Eight (8) cable runs pulled to IDF-2. **REVISED**

All cable runs must be **CAT6**, tested and certified. **REVISED**

All cable runs must land in patch panels in MDF and IDFs, patch panels **and patch cables** need to be provided as part of work. **REVISED**

Cable runs will originate in varying places throughout the building (floor plans will be made available).

Addendum 1 Notes –

This RFQ has been modified to allow bidders an opportunity to conduct an additional walkthrough to ensure that the scope of the project is fully understood, to clarify counts of items, to clarify prevailing wage information, to update terms and conditions, and to provide bidders with additional time to provide quotes.

Walkthrough 1 –

A walkthrough will be held at 1 Court Street, Oroville CA for bidders to familiarize themselves with the facility and cable paths. Attendance at the walkthrough is mandatory. Bidders who submit a bid without attending the walkthrough will have their bids deemed nonresponsive. Bidders must register for the walkthrough by submitting an e-mail to the Court Buyer listed above **by 5:00pm on 1/28/15.** Bidders will receive additional instructions and directions to the walkthrough after registering.

Walkthrough 2 ADDED –

Bidders may request to schedule a secondary walkthrough to gain additional details on the facility. All requests for an additional walkthrough must be e-mailed to Kirk Hauer (khauer@buttecourt.ca.gov) by 2/11/15 by 5:00PM PST. The secondary walkthrough must be completed by 2/20/15 by 5:00PM PST. This secondary walkthrough is not required. Only bidders who attended the first walkthrough will be eligible to attend the secondary walkthrough.

Evaluation Criteria – Bids will be evaluated to determine the bid that offers the best value to the Court. The evaluation will be based upon cost/pricing factors; ability to meet timing requirements and vendor history. A bid must be technically acceptable in each area to be eligible for award. With regards to cost, the Court reserves the right, in its sole discretion, to reject any bid whose price is outside of the competitive range.

Item	Quantity	Description	Unit Price	Extension
Sub Total:				\$
F.O.B.:				

Shipping Cost: \$ _____ Tax: \$ _____ Total Cost: \$ _____

Bid Valid Through: _____

Other information: Solicitation Instructions are attached. Standard Terms and Conditions should be viewed at <http://www.courts.ca.gov/documents/jbcm-attach1po.pdf>.

PUBLIC WORKS / PREVAILING WAGES (ADDED)

This is a Public Work project (as defined by California Labor Code §§ 1720 & 1771). Contractor will be subject to the Prevailing Wage rules and regulations imposed by the California Labor Code, Division 2, Part 7, Chapters 1-2 (§§ 1720-1815); and the California Code of Regulations, Title 8, Division 1, Chapter 8, Subchapters 3-6 (8 CCR §§ 16000-17264). Contractor will be responsible for registering with the Department of Industrial Relations, paying its workmen at least the Prevailing Rates of Wages, maintaining certified payrolls for inspection by the Division of Labor Standards Enforcement of the Department of Industrial Relations, and compiling with all other applicable rules and regulations governing Public Works and Prevailing Wages. Contractor’s failure to do so may subject it to fines, penalties, and civil suit; and Contractor may be banned from bidding on future Public Works projects, and may be guilty of a misdemeanor.

Contractor will be responsible for complying with all applicable federal, state, and local prevailing wage requirements whether referenced or not.

Contractor can register with the Department of Industrial Relations at:
https://efiling_dir.ca.gov/PWCR/ActionServlet?action=displayPWCRRegistrationForm

Prevailing Wage rates as determined by the Department of Industrial Relations can be found at: <http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>

Vendor's Name: _____

Telephone: _____

Federal Tax ID: _____

Email: _____

Vendor Signature: _____

Submission Date: _____

Printed Name: _____

Title: _____

SOLICITATION INSTRUCTIONS

SUBMITTAL OF QUOTES AND RESERVATION OF RIGHTS

The vendor must complete one copy of the Request for Quote form (“RFQ form”). The completed RFQ must be delivered to the Court contact listed on the RFQ form prior to the quote submittal date and time indicated.

All information entered on the RFQ must be clearly written or typed. No erasures are permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by the person signing the RFQ.

The Court reserves the right to reject any and all quotes, in whole or in part, as well as the right to issue similar RFQs in the future.

RFO ADDENDA

The Court may modify this solicitation document prior to the date fixed for submission of quotes by providing notice to potential proposers. If any potential vendor determines that an addendum unnecessarily restricts its ability to propose, it must notify the Court no later than three (3) business days following the date the addendum was provided.

Pricing shall reflect all addenda issued by the Court. Failure to do so will permit the Court to interpret the quote to include all addenda issued in any resulting contract.

PRE-QUOTE CONFERENCE/WALK-THROUGH

The Court may require that interested vendors attend a mandatory pre-quote conference to discuss the scope of work. If the Court elects to require a pre-quote conference, the Court will notify vendors of the location, date and time. In the event a potential vendor is unable to attend the pre-quote conference, an authorized representative may attend on their behalf. A representative may only sign in for one vendor. Quotes from vendors who did not attend the pre-quote conference will not be accepted and will be returned unopened.

AMBIGUITY, DISCREPANCIES, OMISSIONS

If a vendor submitting a quote discovers any ambiguity, conflict, discrepancy, omission, or other error in this solicitation document, the vendor shall immediately provide the Court written notice of the problem and request that the solicitation document be clarified or modified.

If prior to the quote submittal deadline a vendor submitting a quote knows of or should have known of an error in the solicitation document but fails to notify the Court of the error, the vendor shall submit a quote at its own risk, and if the vendor is awarded the purchase, the vendor shall not be entitled to additional compensation or time by reason of the error or its later correction.

CONTACT WITH COURT

Questions regarding this RFQ must be directed to the individual named in the Court Contact Info on the RFQ form. Vendors are specifically directed NOT to contact any other Court personnel or consultants regarding this RFP at any time prior award. Unauthorized contact with any Court personnel or consultants may be cause for rejection of the vendor’s response.

ACCEPTANCE OF TERMS

The requested goods and services will be provided pursuant to the attached terms General Terms and Conditions. Submittal of a proposal indicates that the vendor accepts the General Terms and Conditions.

CONFIDENTIAL OR PROPRIETARY INFORMATION

All materials submitted in response to this solicitation will become the property of the Court and will be returned only at the Court’s option and at the expense of the vendor submitting the quote. One copy of a submitted quote will be retained for official files and become a public record. Any material that a vendor considers as confidential but does not meet the disclosure exemption requirements of the California Public Records Act should not be included in the vendor’s proposal as it may be made available to the public.

ERROR IN SUBMITTED QUOTE

If an error is discovered in a vendor’s quote, the Court may at its sole option retain the quote and allow the vendor to submit certain arithmetic corrections. In determining if a correction will be allowed, the Court will consider the conformance of the quote to the format and content required by the solicitation, the significance and magnitude of the correction, and any unusual complexity of the format and content required by the solicitation. If prior to an award, a vendor discovers a mistake in their quote that renders the vendor unwilling to perform under any resulting contract, the vendor must immediately notify the Court in writing and request to withdraw the quote. It shall be solely within the Court’s discretion as to whether withdrawal will be permitted.

DISABLED VETERAN BUSINESS ENTERPRISE (“DVBE”) INCENTIVE

Qualification for the DVBE incentive is not mandatory. Failure to qualify for the DVBE incentive will not render a proposal non-responsive. Eligibility for and application of the DVBE incentive is governed by the COURT’s DVBE Rules and Procedures. Bidder will receive a DVBE incentive if, in the COURT’s sole determination, Bidder has met all applicable requirements. If Bidder receives the

DVBE incentive, the dollar amount of its bid will be reduced (for evaluation purposes only) by an amount equal to 3% of the lowest responsible bid, not to exceed \$100,000.

To receive the DVBE incentive, at least 3% of the contract goods and/or services must be provided by a DVBE performing a commercially useful function. Or, for solicitations of non-IT goods and IT goods and services, Bidder may have an approved Business Utilization Plan (“BUP”) on file with the California Department of General Services (“DGS”).

If Bidder wishes to seek the DVBE incentive:

1. Bidder must complete and submit with its bid the Bidder Declaration (Attachment 1). Bidder must submit with the Bidder Declaration all materials required in the Bidder Declaration.
2. Bidder must submit with its bid a DVBE Declaration (Attachment 2) completed and signed by each DVBE that will provide goods and/or services in connection with the contract. If Bidder is itself a DVBE, it must complete and sign the DVBE Declaration. If Bidder will use DVBE subcontractors, each DVBE subcontractor must complete and sign a DVBE Declaration. NOTE: The DVBE Declaration is not required if Bidder will qualify for the DVBE incentive using a BUP on file with DGS.

Failure to complete and submit these forms as required will result in Bidder not receiving the DVBE incentive. In addition, the COURT may request additional written clarifying information. Failure to provide this information as requested will result in Bidder not receiving the DVBE incentive.

If this solicitation is for IT goods and services, the application of the DVBE incentive (including the maximum value of the DVBE incentive) may be affected by application of the small business preference. For additional information, see the COURT’s Small Business Preference Procedures for the Procurement of Information Technology Goods and Services.

If Bidder receives the DVBE incentive: (i) Bidder will be required to complete a post-contract DVBE certification if DVBE subcontractors are used; (ii) Bidder must use any DVBE subcontractor(s) identified in its bid unless the COURT approves in writing the substitution of another DVBE; and (iii) failure to meet the DVBE commitment set forth in its bid will constitute a breach of contract.

FRAUDULENT MISREPRETATION IN CONNECTION WITH THE DVBE INCENTIVE IS A MISDEMEANOR AND IS PUNISHABLE BY IMPRISONMENT OR FINE, AND VIOLATORS ARE LIABLE FOR CIVIL PENALTIES. SEE MVC 999.9.

SMALL BUSINESS PREFERENCE

Eligibility for and application of the small business preference are governed by the COURT’s Small Business Preference Procedures for the Procurement of Information Technology Goods and Services. Bidder will receive a small business preference if, in the COURT’s sole determination, Bidder has met all applicable requirements. If Bidder receives the small business preference, the dollar amount of its bid will be reduced (for evaluation purposes only) by an amount equal to 5% of the lowest responsible bid, not to exceed \$50,000. If a DVBE incentive is also offered in connection with this solicitation, (i) the combined value of the small business preference and the DVBE incentive may not exceed \$100,000, and (ii) additional rules regarding the interaction between the small business preference and the DVBE incentive apply.

Small business participation is not mandatory. Failure to qualify for the small business preference will not render a bid non-responsive.

To receive the small business preference, Bidder must be either (i) a Department of General Services (“DGS”) certified small business or microbusiness performing a commercially useful function, or (ii) a DGS-certified small business nonprofit veteran service agency. If Bidder wishes to seek the small business preference, Bidder must complete and submit with its bid the Small Business Declaration (Attachment 3). Bidder must submit with the Small Business Declaration all materials required in the Small Business Declaration.

Failure to complete and submit the Small Business Declaration as required will result in Bidder not receiving the small business preference. In addition, the COURT may request additional written clarifying information. Failure to provide this information as requested will result in Bidder not receiving the small business preference.

If Bidder receives the small business preference, (i) Bidder will be required to complete a post-contract report; and (ii) failure to meet the small business commitment set forth in its bid will constitute a breach of contract.

FRAUDULENT MISREPRETATION IN CONNECTION WITH THE SMALL BUSINESS PREFERNCE IS UNLAWFUL AND IS PUNISHABLE BY CIVIL PENALTIES. SEE GOVERNMENT CODE SECTION 14842.5.

PROTESTS

Any protests will be handled in accordance with Chapter 7 of the Judicial Branch Contract Manual (see www.courts.ca.gov/documents/jbcl-manual.pdf). Failure of a Proposer to comply with the protest procedures set forth in that chapter will render a protest inadequate and non-responsive, and will result in rejection of the protest. Protests should be sent to: Superior Court of California, County of Butte, Division of Administration, 1 Court Street, Oroville, CA 95965. Attn: Richard Holst, Assistant Court Executive Officer.

End of Instructions

SERVICES—SHORT FORM AGREEMENT TERMS

- A. PERFORMANCE AND DELIVERY.** Contractor will perform the Services and deliver all Work Product as specified on the coversheet of this Agreement. Time is of the essence in Contractor's performance of the Services and delivery of Work Product. The Maximum Amount listed on the coversheet of this Agreement includes all amounts allowed for expenses, including those related to shipping, handling, traveling, bonding, licensing, maintaining insurance, and obtaining permits.
- B. ACCEPTANCE.** All Services and Work Product are subject to written acceptance by the Court. The Court may reject any Service or Work Product that (i) fails to meet applicable acceptance criteria, (ii) is not as warranted, or (iii) is performed or delivered late. Payment by the Court does not signify acceptance of the Services or Work Product.
- C. INTELLECTUAL PROPERTY.** Contractor irrevocably assigns to the Court all right, title and interest worldwide in and to the Work Product created under this Agreement, and all applicable intellectual property rights related to the Work Product created under this Agreement, including copyrights, trademarks, trade secrets, moral rights, and contract and licensing rights. Contractor grants to the Court a non-exclusive, transferable, sublicenseable (through multiple tiers), worldwide, perpetual, irrevocable, fully-paid and royalty-free license to use, reproduce, make derivative works of, perform, display, and distribute any portion of the Work Product delivered by Contractor but not created under this Agreement. The Court retains all intellectual property rights in any materials it provides to Contractor (the "Court Materials"). Contractor will hold the Court Materials in trust and confidence. Contractor will use the Court Materials solely for performing the Services and creating Work Product created under this Agreement.
- D. INVOICES, PAYMENT AND SETOFF.** After the Court has accepted Services and Work Product, Contractor will send one original and two copies of a correct, itemized invoice for the accepted Services and Work Product to "Accounts Payable" at the address shown on the signature block of this Agreement. Contractor will print each invoice on Contractor's standard printed bill form, and each invoice will include at least (i) the Agreement number, (ii) a unique invoice number, (iii) Contractor's name and address, (iv) the nature of the invoiced charge, (v) the total invoiced amount, and (vi) all other details the Court considers reasonably necessary to permit the Court to evaluate the Services performed and the Work Product delivered, including the number of hours worked and the applicable hourly rate. If requested, Contractor will promptly correct any inaccuracy and resubmit the invoice. If the Court rejects any Services or Work Product after payment to Contractor, the Court may exercise all contractual and other legal remedies, including (a) setting off the overpayment against future invoices payable by the Court, (b) setting off the overpayment against any other amount payable for the benefit of Contractor pursuant to this Agreement or otherwise, and (c) requiring Contractor to refund the overpayment within thirty (30) days of the Court's request. Unless Contractor is a governmental entity, the Court will take no action on invoices submitted before Contractor has completed the Court's standard payee data record form, which Contractor may obtain from the Court. Contractor must include with any request for reimbursement from the Court a certification that Contractor is not seeking reimbursement for costs incurred to assist, promote, or deter union organizing. If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from the Court was sought for these costs, and Contractor will provide those records to the Attorney General upon request.
- E. WARRANTIES.** Contractor will perform all Services using skilled personnel only, in a good and workmanlike manner, in accordance with industry standards, and in compliance with all applicable laws, rules, and regulations. Contractor warrants that, upon delivery, all Work Product will (i) be free from defects in workmanship, material, and manufacture (including, defects that could create a hazard to life or property), (ii) not infringe any third party's rights, including intellectual property rights, (iii) be of merchantable quality and fit for the purposes intended by the Court, (iv) comply with the requirements of this Agreement, and (v) be in compliance with all applicable laws, rules, and regulations.
- F. CHANGES.** Contractor may not alter, add to, or otherwise modify this Agreement. Contractor's additional or different terms and conditions are expressly excluded from this Agreement. This Agreement may be amended, supplemented, or otherwise modified only in writing and signed by the Court's authorized representative.
- G. AUDIT RIGHTS.** Contractor agrees to maintain records relating to performance and billing by Contractor under this Agreement for a period of four years after final payment. During the time that Contractor is required to retain these records, Contractor will make them available to the Court, the State Auditor, or their representatives during normal business hours for inspection and copying.
- H. INDEMNITY.** CONTRACTOR WILL INDEMNIFY AND HOLD HARMLESS THE COURT, OTHER CALIFORNIA JUDICIAL BRANCH ENTITIES, AND THEIR OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, LOSSES, AND EXPENSES, INCLUDING ATTORNEYS' FEES AND COSTS, THAT ARISE OUT OF (I) A DEFECT, WHETHER LATENT OR PATENT, IN THE WORK PRODUCT, (II) AN ACT OR OMISSION OF CONTRACTOR, ITS AGENTS, EMPLOYEES, INDEPENDENT CONTRACTORS, OR SUBCONTRACTORS IN THE PERFORMANCE OF THIS AGREEMENT, AND (III) A BREACH OF A REPRESENTATION, WARRANTY, OR OTHER PROVISION OF THIS AGREEMENT. THIS INDEMNITY APPLIES REGARDLESS OF THE THEORY OF LIABILITY ON WHICH A CLAIM IS MADE OR A LOSS OCCURS. THIS INDEMNITY WILL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT, ACCEPTANCE OF SERVICES, AND DELIVERY AND ACCEPTANCE OF WORK PRODUCT. THIS INDEMNITY DOES NOT COVER CLAIMS, LOSSES OR EXPENSES TO THE EXTENT THEY ARISE OUT OF THE GROSS NEGLIGENCE OF THE COURT.
- I. TERMINATION.** The Court may terminate all or part of this Agreement for convenience at any time by giving notice to Contractor. If the Court terminates this Agreement for convenience, the Court's liability will be the reasonable price for the Services rendered prior to termination, not to exceed the Maximum Amount. If an hourly or other time-based rate for Services is specified on the coversheet of this Agreement, that rate will be used in determining the reasonable price. Upon receipt of a termination notice, Contractor will, unless otherwise directed, cease work. Contractor will follow the Court's directions as to work in progress and the delivery of completed or partially-completed Work Product.
- J. INSURANCE.** Contractor will maintain insurance that is sufficient in scope and amount to permit Contractor to pay in the ordinary course of business insurable claims, losses and expenses, including insurable claims, losses and expenses that arise out of Contractor's performance of this Agreement. Contractor will maintain employer's liability and workers' compensation coverage at statutory levels covering all employees performing work under this Agreement.
- K. REPRESENTATIONS.** Contractor represents and warrants the following: (i) Contractor complies with all federal, state, city, and local laws, rules, and regulations, including the federal Americans with Disabilities Act of 1990, California's Fair Employment and Housing Act, and Government Code 16645-49; (ii) Contractor does not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, disability (mental or physical, including HIV or AIDS), medical condition (including cancer or genetic characteristics), request for family and medical care leave, marital or domestic partner status, age (over 40), sex (including gender identity) or sexual orientation; (iii) Contractor does not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom Contractor may interact in the performance of this Agreement; (iv) Contractor will take all reasonable steps to prevent unlawful harassment from occurring; (v) no more than one, 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 requiring Contractor to comply with an order of the National Labor Relations Board (this representation is made under penalty of perjury); (vi) Contractor has authority to enter into and perform its obligations under this Agreement; (vii) if Contractor is a corporation, limited liability company, or limited partnership and this Agreement will be performed in California, Contractor is qualified to do business and in good standing in California; and (viii) Contractor is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code ("PCC") section 10286.1, and is eligible to contract with the Court. Contractor will take all action necessary to ensure that the representations in this section remain true during the performance of this Agreement through final payment by the Court. Contractor must give written notice of its nondiscrimination obligations under this section to labor organizations with which it has a collective bargaining or other agreement.
- L. ANTITRUST.** Contractor shall assign to the Court all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by Contractor for sale to the Court. Such assignment shall be made and become effective at the time the Court tenders final payment to Contractor. If the Court receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this section, Contractor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the Court any portion of the recovery, including treble damages, attributable to overcharges that were paid by Contractor but were not paid by the Court as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Upon demand in writing by Contractor, the Court shall, within one year from such demand, reassign the cause of action assigned under this part if Contractor has been or may have been injured by the violation of law for which the cause of action arose and (a) the Court has not been injured thereby, or (b) the Court declines to file a court action for the cause of action.
- M. MISCELLANEOUS.** Contractor will maintain a system of accounting and internal controls that is sufficient to adhere to Generally Accepted Accounting Principles. Contractor is an independent contractor and Contractor will take all action available to Contractor to prevent Contractor, and its agents and employees, from being treated under the law as agents or employees of the Court. Contractor will not assign, subcontract or delegate its obligations under this Agreement without the prior written consent of the Court, and any attempted assignment, subcontract, or delegation is void. The terms and conditions of this Agreement apply to any assignee, subcontractor, trustee, successor, delegate or heir. California law, without regard to its choice-of-law provisions, governs this Agreement. In this Agreement, "including" means "including but not limited to." The parties shall attempt in good faith to resolve informally and promptly any dispute that arises under this Agreement. Contractor irrevocably consents to personal jurisdiction in the courts of the State of California, and any legal action filed by Contractor in connection with a dispute under this Agreement must be filed in Butte County, California, which will be the sole venue for any such action. If any part of this Agreement is held unenforceable, all other parts remain enforceable. All headings are for reference purposes only and do not affect the interpretation of this Agreement. A party's waiver of enforcement of any of this Agreement's terms or conditions will be effective only if it is in writing. A party's specific waiver will not constitute a waiver by that party of any earlier, concurrent, or later breach or default. Contractor may not make a public announcement, or issue any press release or other writing, related to this Agreement, the Services, or Work Product without first obtaining the Court's prior written approval, which may be denied for any or no reason.
- N. PREVAILING WAGES:** If this is an Agreement for a Public Work (as defined by California Labor Code §§ 1720 & 1771), Contractor is subject to the Prevailing Wage rules and regulations imposed by the California Labor Code, Division 2, Part 7, Chapters 1-2 (§§ 1720-1815); and the California Code of Regulations, Title 8, Division 1, Chapter 8, Subchapters 3-6 (8 CCR §§ 16000-17264). Contractor is responsible for registering with the Department of Industrial Relations, paying its workmen at least the Prevailing Rates of Wages, maintaining certified payrolls for inspection by the Division of Labor Standards Enforcement of the Department of Industrial Relations, and compiling with all other applicable rules and regulations governing Public Works and Prevailing Wages. Contractor's failure to do so may subject it to fines, penalties, and civil suit; and Contractor may be banned from bidding on future Public

SERVICES—SHORT FORM AGREEMENT TERMS

Works projects, and may be guilty of a misdemeanor. Contractor is responsible for complying with any other applicable federal, state, and local Prevailing Wage requirements whether referenced or not. Prevailing Wage rates as determined by the Department of Industrial Relations can be found at: <http://www.dir.ca.gov/oprl/DPreWageDetermination.htm>

DVBE BIDDER DECLARATION

Complete this form *only if Bidder wishes to claim the DVBE incentive associated with this solicitation*. Please review the “Bidder Declaration Instructions” prior to completing this form. If Bidder submits incomplete or inaccurate information, it will not receive the DVBE incentive. Please use attach additional pages if necessary.

SECTION I. COMPLETE IF BIDDER IS A DVBE

If Bidder is not a DVBE, skip this section.

- 1. DGS Supplier ID number: _____
- 2. DVBE Certification active from _____ to _____
- 3. Will Bidder subcontract any portion of the contract work to subcontractors? _____

If yes:

A. State the percentage of the contract work Bidder will subcontract: _____

B. Describe the goods and/or services to be provided by Bidder itself in connection with the contract: _____

C. Explain how Bidder is performing a “commercially useful function” for purposes of this contract. (Please see the instructions for the definition of “commercially useful function.”) _____

- 4. The disabled veteran owners and managers of Bidder must complete and sign the **DVBE Declaration** (a separate document). Bidder must submit the completed DVBE Declaration along with this Bidder Declaration.
- 5. Bidder must submit a copy of its DVBE certification approval letter along with this Bidder Declaration.

SECTION II. COMPLETE IF BIDDER HAS A DVBE BUSINESS UTILIZATION PLAN

Skip this section if (i) Bidder does not have an approved DVBE Business Utilization Plan (BUP) on file with DGS, or (ii) this solicitation is for non-IT services.

- 1. Date BUP was approved by DGS: _____

- 2. Date through which BUP is valid: _____
- 3. Bidder must submit a copy of its "Notice of Approved DVBE Business Utilization Plan" issued by DGS along with this Bidder Declaration.

SECTION III. COMPLETE IF BIDDER WILL USE DVBE SUBCONTRACTORS

Enter the total number of DVBE subcontractors (DVBE Subcontractors) that Bidder will use for this contract: _____

If the total number of DVBE Subcontractors Bidder will use is zero, skip this section.

Provide the following information or materials for **each** DVBE Subcontractor that Bidder will use for this contract. Attach additional sheets if necessary.

- 1. DVBE Subcontractor name: _____
- 2. DVBE Subcontractor contact person: _____
- 3. DVBE Subcontractor address: _____
- 4. DVBE Subcontractor phone number: _____
- 5. DVBE Subcontractor email: _____
- 6. DVBE Subcontractor's DGS Supplier ID number: _____
- 7. DVBE Subcontractor DVBE Certification active from _____ to _____.
- 8. Bidder must submit a copy of the DVBE Subcontractor's DVBE certification approval letter along with this Bidder Declaration.
- 9. Describe the goods and/or services to be provided by the DVBE Subcontractor in connection with the contract:

- 10. Explain how the DVBE Subcontractor is performing a "commercially useful function" for purposes of this contract. (Please see the instructions for the definition of "commercially useful function.")

- 11. Enter the percentage of the total bid price for the goods and/or services to be provided by the DVBE Subcontractor: _____%
- 12. Provide written confirmation from the DVBE Subcontractor that it will provide the goods and/or services identified above if Bidder is awarded the contract.
- 13. The disabled veteran owners and managers of the DVBE Subcontractor must complete and sign the **DVBE Declaration** (a separate document). Bidder must submit the completed DVBE Declaration along with this Bidder Declaration.

SECTION IV. CERTIFICATION

I, the official named below, certify that the information provided in this form is true and correct. I am duly authorized to legally bind Bidder to this certification. This certification is made under the laws of the State of California.

<i>Company Name (Printed)</i>		<i>Tax ID Number</i>
<i>Address</i>		<i>Telephone 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 _____ in the State of _____</i>	

BIDDER DECLARATION INSTRUCTIONS

General Instructions

In this form, (i) “DGS” refers to the Department of General Services; (ii) “Bidder” refers to a person or entity that submits a response to a competitive solicitation issued by the JBE, including both IFBs and RFPs; and (iii) “bid” refers to a response to a competitive solicitation issued by the JBE, including both IFBs and RFPs. Pursuant to Military and Veterans Code section 999, a person or an entity is deemed to perform a “commercially useful function” if a person or entity does all of the following: (a) is responsible for the execution of a distinct element of the work of the contract; (b) carries out the obligation by actually performing, managing, or supervising the work involved; (c) performs work that is normal for its business services and functions; (d) is responsible, with respect to products, inventories, materials, and supplies required for the contract, for negotiating price, determining quality and quantity, ordering, installing, if applicable, and making payment; and (e) is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices. Note: a person or entity will not be considered to perform a “commercially useful function” if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DVBE participation.

If Bidder wishes to claim the DVBE incentive in a solicitation where a DVBE incentive is offered, it must complete the Bidder Declaration. If no DVBE incentive is offered, or Bidder does not wish to claim the DVBE incentive, Bidder should not complete the Bidder Declaration.

The JBE will determine whether Bidder is eligible to receive the DVBE incentive based on information provided in the Bidder Declaration. The JBE may, but is not obligated to, verify or seek clarification of any information set forth in the Bidder Declaration. If Bidder submits incomplete or inaccurate information, it will not receive the DVBE incentive.

Instructions for Section I

Skip this section if Bidder is not itself a DVBE.

1. Provide Bidder’s DGS Supplier ID number. This number is in Bidder’s DGS Supplier Profile, accessible at www.bidsync.com/DPXBisCASB.
2. Provide the applicable dates. These dates are listed in Bidder’s DGS Supplier Profile, accessible at www.bidsync.com/DPXBisCASB.
3. If Bidder will subcontract any portion of the contract work, answer “yes” and complete subparts A-C. If Bidder will not subcontract any portion of the contract work, answer “no” and skip subparts A-C.
Subpart A: This percentage is equal to the amount to be paid by Bidder to all subcontractors divided by Bidder’s total bid price, multiplied by 100. Enter a percentage; do not enter a dollar amount. For example, if the amount to be paid by Bidder to subcontractors is \$35,000 and Bidder’s total bid price is \$125,000, enter “28%” ($35,000 \div 125,000 = 0.28$; $0.28 \times 100 = 28$).
Subpart B: Provide a detailed description of the goods and/or services the Bidder itself will provide for the contract. In other words, provide a detailed description of the goods and/or services that will not be subcontracted. Attach additional sheets if necessary.
Subpart C: Provide an explanation of how the Bidder’s goods and/or services constitute a “commercially useful function” for purposes of the contract. Attach additional sheets if necessary.
4. The DVBE Declaration is separate from the Bidder Declaration. Bidder must submit along with the Bidder Declaration a DVBE Declaration completed and signed by the disabled veteran owners and managers of Bidder.
5. Each entity certified as a DVBE by DGS will have received a DVBE certification approval letter. Bidder must submit a copy of its DVBE certification approval letter.

Instructions for Section II

Skip this section if (i) Bidder does not have an approved Business Utilization Plan (BUP) on file with DGS, or (ii) this solicitation is for non-IT services.

1. Provide the date on which DGS approved Bidder's BUP.
2. Provide the date through which the BUP is valid.
3. Bidder must provide a copy of its "Notice of Approved DVBE Business Utilization Plan" issued by DGS. This copy must be provided along with the Bidder Declaration.

Instructions for Section III

A DVBE Subcontractor is any certified DVBE (whether a person, firm, corporation, or organization) contracting to perform part of Bidder's contract.

Enter the total number of DVBE Subcontractors that Bidder will use for the contract. If the number is zero, skip to Section IV. Otherwise, provide complete information (items 1-13 of Section III) for **each** DVBE Subcontractor.

1. Provide the full legal name of the DVBE Subcontractor.
2. Provide the name of a contact person at the DVBE Subcontractor. The contact person must be able to verify the information provided in the Bidder Declaration regarding that DVBE Subcontractor.
3. Provide the full address of the DVBE Subcontractor.
4. Provide the DVBE Subcontractor's phone number, including area code.
5. Provide the DVBE Subcontractor's email address. If the DVBE Subcontractor does not have an email address, insert "N/A."
6. Provide the DVBE Subcontractor's DGS Supplier ID number. This number is in the DVBE Subcontractor's DGS Supplier Profile, accessible at www.bidsync.com/DPXBisCASB.
7. Provide the applicable dates. These dates are in the DVBE Subcontractor's DGS Supplier Profile, accessible at www.bidsync.com/DPXBisCASB.
8. Each entity certified as a DVBE by DGS will have received a DVBE certification approval letter. Bidder must submit a copy of the DVBE Subcontractor's DVBE certification approval letter.
9. Provide a detailed description of the goods and/or services the DVBE Subcontractor will provide for the contract. Attach additional sheets if necessary.
10. Provide an explanation of how the DVBE Subcontractor's goods and/or services constitute a "commercially useful function" for purposes of the contract. Attach additional sheets if necessary.
11. This percentage is equal to the amount to be paid by Bidder to the DVBE Subcontractor divided by Bidder's total bid price, multiplied by 100. Enter a percentage; do not enter a dollar amount. For example, if the amount to be paid by Bidder to the DVBE Subcontractor is \$6,600 and Bidder's total bid price is \$75,000, enter "8.8%" ($6600 \div 75000 = 0.088$; $0.088 \times 100 = 8.8$).
12. Bidder must submit a written confirmation from the DVBE Subcontractor indicating that, if Bidder is awarded the contract, the DVBE Subcontractor will provide the required goods and/or services.
13. The DVBE Declaration is a separate form from the Bidder Declaration. Bidder must submit along with the Bidder Declaration a DVBE Declaration completed and signed by the disabled veteran owners and managers of the DVBE Subcontractor.

Instructions for Section IV

Provide Bidder's full legal name, tax ID number, address, and telephone number in the appropriate boxes. The certification must be signed by an authorized Bidder representative in the box labeled "*By (Authorized Signature).*" Provide the name and title of the authorized Bidder representative, and the date, county and state where that person signed the certification, in the appropriate boxes.

DVBE DECLARATION

SECTION 1. MUST BE COMPLETED BY ALL DVBEs

Disabled Veteran Business Enterprise (DVBE) name: _____

DGS Supplier ID number: _____

SECTION 2. MUST BE COMPLETED BY ALL DVBEs

Check only one box in Section 2 and provide original signatures of all disabled veteran (DV) owners and managers of the DVBE.

I (we) declare that the DVBE is not a broker or agent, as defined in Military and Veterans Code (MVC) section 999.2(b), of the goods and/or services provided by the DVBE in connection with the solicitation identified above.

Pursuant to MVC 999.2(f), I (we) declare that the DVBE is a broker or agent for the following principal. *(attach additional sheets if more than one principal)*
Principal Name: _____ Principal Phone: _____
Principal Address: _____

Disabled veteran owners and managers of the DVBE: *(attach additional sheets if necessary)*

<i>Printed Name of DV owner/manager</i>	<i>Date signed</i>
<i>Signature of DV owner/manager</i>	

<i>Printed Name of DV owner/manager</i>	<i>Date signed</i>
<i>Signature of DV owner/manager</i>	

<i>Printed Name of DV owner/manager</i>	<i>Date signed</i>
<i>Signature of DV owner/manager</i>	

SECTION 3. MUST BE COMPLETED BY DVBEs THAT PROVIDE RENTAL EQUIPMENT AND ARE NOT BROKERS/AGENTS

Skip this section if (i) the DVBE is not providing rental equipment or (ii) the DVBE indicated in Section 2 that it is a broker or agent.

Check applicable boxes below 3 and provide original signatures of all DV owners and managers of the DVBE.

- Pursuant to MVC 999.2 (c), (d) and (g), I am (we are) the DV(s) with at least 51% ownership of the DVBE, or DV manager(s) of the DVBE. The DVBE maintains certification requirements in accordance with MVC 999 et seq.
- The undersigned owner(s) own(s) at least 51% of the quantity and value of each piece of equipment that will be rented in connection with this solicitation. I (we), the DV owner(s) of the equipment, have submitted to DGS my (our) personal federal tax return(s) at time of certification and annually thereafter as defined in MVC 999.2 (c) and (g).

Disabled veteran owners of the DVBE: (attach additional sheets if necessary)

<i>Printed Name of DV owner</i>	<i>Tax ID Number of DV owner</i>
<i>Address of DV owner</i>	<i>DV owner Telephone Number</i>
<i>Signature of DV owner</i>	<i>Date signed</i>

<i>Printed Name of DV owner</i>	<i>Tax ID Number of DV owner</i>
<i>Address of DV owner</i>	<i>Telephone # of DV owner</i>
<i>Signature of DV owner</i>	<i>Date signed</i>

Disabled veteran managers of the DVBE: (attach additional sheets if necessary)

<i>Printed Name of DV manager</i>	<i>Date signed</i>
<i>Signature of DV manager</i>	

<i>Printed Name of DV manager</i>	<i>Date signed</i>
-----------------------------------	--------------------

Signature of DV manager

DVBE DECLARATION INSTRUCTIONS

General Instructions

In this form, (i) “DGS” refers to the Department of General Services; (ii) “Bidder” refers to a person or entity that submits a response to a competitive solicitation issued by the JBE, including both IFBs and RFPs; and (iii) “bid” refers to a response to a competitive solicitation issued by the JBE, including both IFBs and RFPs.

If Bidder wishes to claim the DVBE incentive in a solicitation where a DVBE incentive is offered, it must submit a DVBE Declaration completed by each DVBE that will provide goods and/or services in connection with its bid. If Bidder is itself a DVBE, it must complete the DVBE Declaration itself. If Bidder will use one or more DVBE subcontractors, each DVBE subcontractor must complete a DVBE Declaration.

If no DVBE incentive is offered, or Bidder does not wish to claim the DVBE incentive, Bidder should not submit a DVBE Declaration. In addition, if Bidder wishes to claim the DVBE incentive using a DVBE Business Utilization Plan (BUP) on file with DGS, Bidder should not submit a DVBE Declaration. Note that a BUP cannot be used to qualify for the DVBE incentive in a non-IT services solicitation.

The JBE will determine whether Bidder is eligible to receive the DVBE incentive based on information provided in the DVBE Declaration. The JBE may, but is not obligated to, verify or seek clarification of any information set forth in the DVBE Declaration. If Bidder submits incomplete or inaccurate information, it will not receive the DVBE incentive.

Instructions for Section 1

Provide the full legal name of the DVBE, and its DGS Supplier ID number. This number is in the DVBE’s DGS Supplier Profile, accessible at www.bidsync.com/DPXBisCASB.

Instructions for Section 2

Check only one box. If the DVBE is not a broker or agent, check the first box. If the DVBE is a broker or agent, check the second box and provide the name, address, and phone number of the principal for which the DVBE is an agent or broker. Military and Veterans Code section 999.2(b) defines “broker” or “agent” as an individual or entity that does not have title, possession, control, and risk of loss of materials, supplies, services, or equipment provided to [a JBE], unless one or more of the disabled veteran owners has at least 51-percent ownership of the quantity and value of the materials, supplies, services, and of each piece of equipment provided under the contract.

All disabled veteran owners and managers of the DVBE must sign and date Section 2. If there are insufficient signature blocks for all disabled veteran owners and managers to sign, attach additional sheets.

Instructions for Section 3

The DVBE must complete Section 3 only if both of the following are true (i) the DVBE will provide rental equipment in connection with the contract, and (ii) the DVBE checked the first box in Section 2, indicating that it is not a broker or agent.

If (i) the DVBE will not provide rental equipment in connection with the contract, or (ii) the DVBE checked the second box in Section 2, indicating that it is a broker or agent, the DVBE should not check a box in Section 3 or provide the signatures in Section 3.

Check each box in Section 3 if the corresponding statement is true.

All disabled veteran owners of the DVBE must sign and date Section 3, in the signature blocks designated for disabled veteran owners. Each disabled veteran owner of the DVBE must also provide his or her tax ID number, address, and telephone number in the signature block. If there are insufficient signature blocks for all disabled veteran owners, attach additional sheets.

All disabled veteran managers of the DVBE must sign and date Section 3, in the signature blocks designated for disabled veteran managers. If there are insufficient signature blocks for all disabled veteran managers, attach additional sheets.

SMALL BUSINESS DECLARATION

Complete this form only if Bidder will claim the small business preference associated with this solicitation. Please review the "Small Business Declaration Instructions" before completing this form. If Bidder submits incomplete or inaccurate information, it will not receive the small business preference.

SECTION I. COMPLETE IF BIDDER IS A SMALL BUSINESS

If Bidder is not a Small Business, skip this section.

- 1. DGS Supplier ID number: _____
- 2. Small Business Certification active from _____ to _____
- 3. Will Bidder subcontract any portion of the contract work to subcontractors? _____

If yes:

A. State the percentage of the contract work Bidder will subcontract: _____

B. Describe the goods and/or services to be provided by Bidder itself in connection with the contract: _____

C. Explain how Bidder is performing a "commercially useful function" for purposes of this contract. (Please see the instructions for the definition of "commercially useful function.") _____

- 4. Bidder must submit a copy of its Small Business certification approval letter along with this declaration.

SECTION II. COMPLETE IF BIDDER IS A NON-PROFIT VETERAN SERVICE AGENCY (NVSA)

If Bidder is not an NVSA, skip this section.

- 1. DGS Supplier ID number: _____
- 2. NVSA Certification active from _____ to _____
- 3. Bidder must submit a copy of its NVSA certification approval letter along with this declaration.

SECTION III. CERTIFICATION

I, the official named below, certify under penalty of perjury that the information provided in this form is true and correct. I am duly authorized to legally bind Bidder to this certification. This certification is made under the laws of the State of California.

<i>Company Name (Printed)</i>		<i>Tax ID Number</i>
<i>Address</i>		<i>Telephone 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 _____ in the State of _____</i>	

SMALL BUSINESS DECLARATION INSTRUCTIONS

General Instructions

In this form, (i) “DGS” refers to the Department of General Services, (ii) “Small Business” refers to an entity certified by DGS as a small business or a microbusiness, (iii) “Bidder” refers to a person or entity that submits a response to a competitive solicitation issued by the JBE, including both IFBs and RFPs; and (iv) “bid” refers to a response to a competitive solicitation issued by the JBE, including both IFBs and RFPs.

If Bidder will claim the small business preference in a solicitation where a small business preference is offered, it must complete the Small Business Declaration. If no small business preference is offered, or Bidder does not claim the small business preference, Bidder should not complete the Small Business Declaration.

The JBE will determine whether Bidder is eligible to receive the small business preference based on information provided in the Small Business Declaration. The JBE may, but is not obligated to, verify or seek clarification of any information set forth in the Small Business Declaration. If Bidder submits incomplete or inaccurate information, it will not receive the small business preference.

Instructions for Section I

Skip this section if Bidder is not itself a Small Business.

1. Provide Bidder’s DGS Supplier ID number. This number is in Bidder’s DGS Supplier Profile, accessible at www.bidsync.com/DPXBisCASB.
2. Provide the applicable dates. These dates are listed in Bidder’s DGS Supplier Profile, accessible at www.bidsync.com/DPXBisCASB.
3. If Bidder will subcontract any portion of the contract work, answer “yes” and complete subparts A-C. If Bidder will not subcontract any portion of the contract work, answer “no” and skip subparts A-C.
Subpart A: This percentage is equal to the amount to be paid by Bidder to all subcontractors divided by Bidder’s total bid price, multiplied by 100. Enter a percentage; do not enter a dollar amount. For example, if the amount to be paid by Bidder to subcontractors is \$35,000 and Bidder’s total bid price is \$125,000, enter “28%” ($35,000 \div 125,000 = 0.28$; $0.28 \times 100 = 28$).
Subpart B: Provide a detailed description of the goods and/or services the Bidder itself will provide for the contract. In other words, provide a detailed description of the goods and/or services that will not be subcontracted. Attach additional sheets if necessary.
Subpart C: Provide an explanation of how the Bidder’s goods and/or services constitute a “commercially useful function” for purposes of the contract. Pursuant to Government Code section 14837, a business is deemed to perform a “commercially useful function” if the business does all of the following: (i) is responsible for the execution of a distinct element of the work of the contract; (ii) carries out its obligation by actually performing, managing, or supervising the work involved; (iii) performs work that is normal for its business services and functions; (iv) is responsible, with respect to products, inventories, materials, and supplies required for the contract, for negotiating price, determining quality and quantity, ordering, installing, if applicable, and making payment; and (v) is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices. Note: a business will not be considered to perform a “commercially useful function” if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of Small Business participation. Attach additional sheets if necessary.
4. Each entity certified as a Small Business by DGS will have received a Small Business certification approval letter. Bidder must submit a copy of its Small Business certification approval letter.

Instructions for Section II

Skip this section if Bidder is not an NVSA.

1. Provide Bidder's DGS Supplier ID number. This number is in Bidder's DGS Supplier Profile, accessible at www.bidsync.com/DPXBisCASB.
2. Provide the applicable dates. These dates are listed in Bidder's DGS Supplier Profile, accessible at www.bidsync.com/DPXBisCASB.
3. Each entity certified as an NVSA by DGS will have received a certification approval letter. Bidder must submit a copy of its certification approval letter.

Instructions for Section III

Provide Bidder's full legal name, tax ID number, address, and telephone number in the appropriate boxes. The certification must be signed by an authorized Bidder representative in the box labeled "*By (Authorized Signature).*" Provide the name and title of the authorized Bidder representative, and the date, county, and state where that person signed the certification, in the appropriate boxes.