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If this Bid Package is downloaded via the Internet, you will need to submit your signed bid documents in a sealed envelope with the following information on the envelope as provided in the sample below:

YOUR RETURN ADDRESS	Agreement No. 03A1872	Postage
	Bid Due Date: 7/28/11	
<p>Caltrans Division of Procurement and Contracts ATTN: Bid Unit 1727 30th Street, 4th Floor, MS 65 Sacramento, CA 95816-7006</p>		
BID SUBMITTAL DO NOT OPEN		

DEPARTMENT OF TRANSPORTATION

DIVISION OF PROCUREMENT AND CONTRACTS MS-65

1727 30TH STREET

SACRAMENTO, CA 95816-7006

PHONE (916) 227-6000

FAX (916) 227-6155

TTY (800) 735-0193 or (916) 711

*Flex your power!
Be energy efficient!*

July 12, 2011

**INVITATION FOR BID (IFB)
IFB # 03A1872
Notice to Prospective Contractors**

You are invited to review and respond to this IFB # 03A1872, entitled Title and Escrow Services. In submitting your bid, you shall comply with the instructions found herein.

As required by Executive Order S-02-06, Caltrans is committed to meeting the State's 25 percent Small Business (SB) participation goal. Certified SBs, Microbusinesses (MB), and contractors willing to commit to subcontracting a minimum of 25 percent of their net bid price to certified SBs or MBs, are encouraged to submit bids. See Section D, Item 1, in this IFB for requirements.

A Disadvantaged Veteran Business Enterprises (DVBE) goal is not required, but DVBE participation is encouraged, and a DVBE incentive may apply to this IFB. See **Section D, Item 2**, in this IFB for requirements.

Note that all contracts entered into with the State of California, Caltrans will include, by reference, General Terms and Conditions (GTC) and Contractor Certification Clauses (CCC) that may be viewed and downloaded at Internet site <http://www.ols.dgs.ca.gov/Standard+Language>.

The designated contact person for this IFB is:

Carla D. Briseño

Caltrans

Telephone Number (916) 227-4583

Fax Number (916) 227-6155

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

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

Carla D. Briseño
Acquisition Analyst

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A) Purpose and Description of Services

1. Caltrans is seeking a contractor to provide on-call Title and Escrow Services agreement for the acquisition of properties needed to accommodate future State highway facilities in Plumas County.
2. The bidder must have both a Title and Escrow office located within or adjacent to Plumas County to ensure that close of escrow documents and recordation of deeds can be hand-delivered for expedited processing. The Contractor must be a title insurance escrow company and regulated by the Department of Insurance.
3. The contractor must be able to provide quick and timely preliminary reports on multiple parcels associated with a transportation project.
4. On transportation projects only, a portion or percentage of these parcels will require escrow services. The number of escrows required will vary according to the final project alignment and various other conditions.
5. Many parcels are partial acquisitions requiring partial reconveyance. Occasionally, parcels may be owned by a utility company, railroad, and/or other state or federal departments or agencies.
6. Title searches may also include searches by legal descriptions and/or require in-person searches at the county recorder's office.
7. Typical and customary escrows are 30 to 90 days based on whether reconveyance documents are required.
8. Title and Escrow services may deal with multiple types of deeds, such as grants, easements and quit claim deeds, however these deeds are created by Caltrans and will only require the Contractor to conduct the recording.
9. Some Title Reports or Litigation Guarantees may require expedited services. Title Insurance policies and Litigation Guarantees must be received by Caltrans within 30 days of close of escrow or 30 days of written request by the Caltrans Contract Manager.
10. Refer to the **Proposed Form of Agreement, Exhibit A**, which is attached to this IFB as **Attachment 7** for a more complete description of services.

B) Bidder's Minimum Qualifications

1. Bidders must be licensed to perform Title and Escrow services in California by the bid submittal date and throughout the term of this Agreement. Bidders must submit a copy of the Title and Escrow license with the bid package.
2. Bidder must have an approved fee and rate schedule on file with the California Department of Insurance by the bid submittal date. Bidder must submit a copy of the approved fee and rate schedule with the bid package.

C) Bid Requirements and Information

1. Time Schedule

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

EVENT	DATE	TIME (Pacific Time)
IFB available to prospective bidders	7/12/11	
Written Question Submittal	7/22/11	
Final Date and Time for Bid Submission	7/28/11	2:15 PM
Bid Opening	7/28/11	3:00 PM
Proposed Award Date (estimate)	8/1/11	

2. Questions and Answers

- A. Questions regarding this IFB must be submitted in writing. Bidders are encouraged to submit their written questions by July 22, 2011.
- B. Written questions must include the individual's name, firm name, complete address and must reference IFB No. **03A1872**. Questions must be sent to the following:

MAIL OR FAX TO:

Caltrans, MS-65
Division of Procurement and Contracts
Attention: Carla D. Briseño
1727 30th Street
Sacramento, CA 95816

Fax No.: (916) 227-6155

- C. Written responses to all questions will be collectively compiled and posted, as an Addendum, to the Bid Sync website (see below). It is the responsibility of the Bidder to access the website for any changes or Addenda that may be posted. Refer to this **IFB, Section C) 1, Time Schedule**, for the schedule of events and dates/times. It is the responsibility of the Bidder to check Bid Sync for all addenda. Bidder can contact the Contract Analyst named above:

<http://www.bidsync.com/>

3. Inclusive Costs

Bid prices/rates shall include the cost of employer payments to or on behalf of employees, subsistence, travel, compensation insurance premiums, unemployment contributions, social security taxes, contract bond premiums, and any other taxes or assessments, **including but not limited to, sales and use taxes** required by law or

otherwise and no additional allowance will be made thereof unless separate payment provisions in the Agreement should specifically so provide.

4. Small Business Preference: <http://www.pd.dgs.ca.gov/smbus>

Small Business Preference will be granted on this IFB. Only firms certified as a "Small Business" or "Microbusiness" with the Department of General Services, Office of Small Business and DVBE Service (OSDS) or Contractors who commit to subcontracting a minimum of 25% of their net bid price to Small Businesses or Microbusinesses, in the categories most appropriate to accomplish the prescribed services, will be granted this preference.

5. Subcontractors

Bidder may subcontract portions of the work as defined in the attached Proposed Form of Agreement. If a subcontractor(s) is/are used, complete the Bidder Declaration form GSPD-05-105 (Attachment 2). Bidder must ensure that the subcontractor(s) will have all necessary licenses, permits, and/or certifications to accomplish its portion of the work. Failure of a subcontractor(s) to have the proper licenses, permits, and/or certifications, shall be cause for rejection of bid.

6. Insurance

- A. The bidder who receives the Agreement award, must provide a Certificate of Insurance providing proof of insurance to the DPAC within ten (10) working days from the date of notification of award. The State's Office of Risk and Insurance Management will review insurance certificates and/or proof of self-insurance documentation before execution of the Agreement. Refer to Exhibit E in the Proposed Form of Agreement (Attachment 7), for the applicable and specific Insurance requirements and coverage limits.
- B. The insurance carrier shall provide an endorsement for the additional insured statement as follows:

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

7. Darfur Contracting Act

- A. Effective January 1, 2009, all solicitations for goods or services must address the requirements of the Darfur Contracting Act of 2008 (Act). (Public Contract Code (PCC) sections 10475, *et seq.*; Stats. 2008, Ch. 272). The Act was passed by the California Legislature and signed into law by the Governor to preclude State agencies generally from contracting with "scrutinized" companies that do business in the African nation of Sudan (of which the Darfur region is a part), for the reasons described in PCC section 10475.
- B. A scrutinized company is a company doing business in Sudan as defined in PCC section 10476. Scrutinized companies are ineligible to, and cannot, bid on or

submit a proposal for a contract with a State agency for goods or services.
(PCC section 10477(a)).

- C. Therefore, PCC section 10478 (a) requires a company that currently has (or within the previous three (3) years) had business activities or other operations outside of the United States to certify that it is not a “scrutinized” company when it submits a bid or proposal to a State agency.
- D. A scrutinized company may still, however, submit a bid or proposal for a contract with a State agency for goods or services if the company first obtains permission from the Department of General Services (DGS) according to the criteria set forth in PCC section 10477(b).

8. Bid Submittal

- A. All bids must be submitted and received by Caltrans Division of Procurement and Contracts' (DPAC) Bid Unit by dates and times shown in the IFB, Section C) Bid Requirements and Information, Item 1) Time Schedule.
- B. The mailing package/envelope should be labeled as follows:

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

YOUR RETURN ADDRESS	Agreement No. 03A1872 Bid Due Date: 7/28/11	postage
Caltrans Division of Procurement and Contracts ATTN: BID UNIT 1727 30th Street, 4 TH Floor, MS-65 Sacramento, CA 95816-7006		
BID SUBMITTAL DO NOT OPEN		

- C. **Late bids will not be considered.**
- D. All bids shall include the documents identified on the IFB's Attachment Checklist (Attachment 6). Bids not including the required attachment(s) shall be deemed non-responsive. A non-responsive bid is one that does not meet the basic bid requirements.
- E. Only an individual who is legally authorized to bind the proposing firm contractually shall sign all documents requiring a signature, and each document must bear an original ink signature.

- F. If your bid is hand delivered, you must date and time stamp the sealed envelope/package immediately upon arrival. The date/time stamp machine is located in the lobby on the first floor to the right of the security guard station at the address noted above. After date/time stamping, the bid should be placed in the locked bid cabinet located below the time stamp. If the bid package is too large to be electronically stamped, date/time stamp one of the labels provided and attach it to the proposal package. When the bid package is too large for the locked bid cabinet, ask the security guard to call the DPAC reception desk at 227-6000 to have your bid package picked up by DPAC staff.
- G. Bid opening will be held at the above address at **3:00 PM** on the date specified in Section C - Bid Requirements and Information, 1 - Time Schedule. Bidders may participate in person or via teleconference by calling **1-866-700-7952** and entering the pass code **7089821**. Calls will be accepted beginning at **2:50 PM** until the conclusion of the Bid Opening. Bids will be read in Agreement numeric order; questions will not be allowed; and information will not be repeated. Bid Opening results will be posted online on the Division of Procurement and Contracts web site at <http://caltrans-opac.ca.gov/contracts/bidresults.htm> by 12:00 P.M. on the day following the bid opening. The Agreement will be awarded to the lowest responsible bidder meeting the requirements outlined in the IFB.
- H. Bids must include the performance of all the services described herein. Any attempt to modify the bid document to deviate from the work specifications will not be considered and will cause a bid to be rejected.
- I. A bid may be rejected if it is conditional, incomplete, or if it contains any alterations of form or other irregularities of any kind. The State may reject any bid on the basis that it is not responsive or from a responsible bidder, and may waive any immaterial deviation in a bid. The State's waiver of an immaterial defect shall in no way modify the IFB document or excuse the bidder from full compliance with all requirements if awarded the agreement.
- J. Costs for developing bids and in anticipation of award of the contract is entirely the responsibility of the bidder and shall not be charged to the State.
- K. Only an individual who is authorized to bind the bidding firm contractually shall sign the Bid/Bidder Certification Sheet (Attachment 4). The signature must also indicate the title or position that the individual holds in the firm. **An unsigned bid may be rejected.**
- L. A bidder may modify a bid after its submission by first withdrawing the original bid and then by resubmitting a new bid prior to the bid submittal deadline. Bidder modifications offered in any other manner, oral or written, will not be considered.
- M. A bidder may withdraw a bid by, prior to bid opening, submitting a written withdrawal request to the State, signed by the bidder or an agent authorized in accordance with Section K above. A bidder may thereafter submit a new bid prior to the bid submittal deadline. Bids may not be withdrawn without cause subsequent to bid submittal deadline.
- N. The State may modify the IFB prior to the date fixed for submission of bids by the issuance of an addendum sent to all parties who received a bid package.

- O. The State reserves the right to reject all bids for reasonable cause.
- P. Bidders are cautioned to not rely on the State during its evaluation process to discover and report to the bidder any defects and errors in the submitted documents. Before submitting their documents, bidders should carefully proof them for errors and full adherence to the IFB requirements.
- Q. Where applicable, bidder should carefully examine work sites and specifications. Bidder shall investigate conditions, character, and quality of surface or subsurface materials or obstacles that might be encountered. No additions or increases to the contract amount will be made due to a lack of careful examination of work sites and specifications.
- R. The State does not accept alternate contract language from a bidder. A bid with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions (GTC) are not negotiable. The GTC 610 may be viewed at <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>

9. Evaluation and Selection

- A. 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.
- B. The State will evaluate each bid to determine its responsiveness to the State's needs.
- C. Bids that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the bidder, shall be rejected.
- D. The contract, if awarded, shall be awarded to the lowest responsible bidder meeting the specifications. A bid meets the specifications if it complies with all of the requirements in this solicitation. In the event of a tie bid, Caltrans will draw lots to determine the successful contractor. Only one proposal or bid may be submitted by an entity: individual, firm, partnership, corporation, joint venture or combination thereof. Receipt of more than one bid from an entity will result in all bids from that entity being rejected and returned to the bidder.

10. Award and Protest

- A. Bid results may be viewed on the internet at 12:00 P.M. (Noon) on the first business day following the bid due date at <http://caltrans-opac.ca.gov>
- B. Whenever a contract is awarded under a procedure that provides for competitive bidding, but the contract is not to be awarded to the low Bidder, the low Bidder shall be notified by telegram, electronic facsimile transmission, overnight courier, or personal delivery five (5) working days prior to the award of the contract.
- C. Upon written request by any bidder, notice of the proposed award shall be posted in a public place in the office of the awarding agency at least five (5) working days prior to awarding the contract.

- D. Grounds for Filing a Protest: After the issuance of the applicable contract award notices as specified in this IFB, the right to protest the proposed award of a contract is afforded any bidder who claims it should have been awarded the agreement because it was the lowest responsible bidder meeting the specifications.
- E. Filing a Protest: The initial protest must be submitted to Caltrans prior to the award of contract. When a protest has been submitted, the contract shall not be awarded until either the protest has been withdrawn or Caltrans has decided the matter.
- F. Within five (5) days after filing the initial protest, the protesting bidder shall file with Caltrans a full and complete written statement specifying the grounds for the protest. The written protest must be sent to the addresses below:

Department of Transportation (Caltrans)
Division of Procurement & Contracts, MS 65
Attention: Bid, Protest, & Dispute Branch Chief
1727 30th Street
Sacramento, CA 95816
Phone Number: (916) 227-6096
Fax Number: (916) 227-6155

It is suggested that you submit any protest by certified or registered mail.

- G. Upon award of the contract contractor shall complete and submit to Caltrans, the Payee Data Record form (STD 204), to determine if the contractor is subject to state income tax withholding pursuant to California Revenue and Taxation Code §18662 et seq. This form can be found on the Internet at www.osp.dgs.ca.gov under the heading STANDARD FORMS. No payment shall be made unless a completed STD 204 has been returned to Caltrans.
- H. Prior to the award of the contract, the awarded bidder(s) must sign and submit to Caltrans, page one (1) of the Contractor Certification Clauses (CCC), Attachment 3, or this form can be obtained via the Internet at <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>. Bidder may also, as an option, submit the CCC with bid package.

11. Standard Conditions of Service

- A. Service shall not begin prior than the express date set by Caltrans and the contractor, after all approvals have been obtained, and the agreement is fully executed. Should the contractor fail to commence work at the agreed upon time, the Caltrans, upon five (5) days written notice to the contractor, reserves the right to terminate the agreement. In addition, the contractor shall be liable to the State for the difference between contractor's bid price and the actual cost of performing work by the second lowest Bidder or by another contractor.
- B. Should the Contractor fail to commence work at the agreed upon time, the Caltrans Contract Manager, upon five (5) days written notice to the Contractor, reserves the right to terminate the Agreement. In addition, the Contractor shall be liable to

Caltrans for the difference between contractor's bid price and the actual cost of performing work by the second lowest Bidder or by another Contractor.

C. Antitrust Provisions

- 1) In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act [15 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 (BPC)], arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. (See Government Code (GC) section 4552)
- 2) If the awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid
- 3) Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. (See GC section 4554)

- D. If the bidder is awarded the contract and refuses to sign the contract presented for signature within the time and manner required, the bidder will be liable to the Caltrans for actual damages resulting to Caltrans therefrom or ten percent (10%) of the amount bid, whichever is less.
- E. Loss Leader usage is prohibited in this Solicitation: It is unlawful for any person engaged in business within this State to sell or use any article or product as a "loss leader" as defined in Section 17030 of the California Business and Professions Code. "Loss Leader" means any article or product sold at less than cost: a) where the purpose is to induce, promote or encourage the purchase of other merchandise; or b) where the effect is a tendency or capacity to mislead or deceive purchasers of prospective purchasers; or c) where the effect is to divert trade from or otherwise injure competitors.
- F. No oral understanding or agreement shall be binding on either party.

D) Special Programs

The following Special Programs are applicable to this IFB.

1. Small Business or Microbusiness Preference

- A. Government Code (GC) § 14835 *et seq.* requires that a five percent (5%) preference be given to contractors who qualify as a certified small business (SB) or microbusiness (MB). The rules and regulations of this law, including the definition of a SB for the delivery of services, are contained in Title 2 California Code of Regulations (2 CCR) 1896 *et seq.*
- B. To claim the SB or MB preference, your firm must have its principal place of business located in California and be certified by the Department of General Services (DGS), Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS). The preference amount may not exceed fifty thousand dollars (\$50,000) for any bid. If prospective Contractor is claiming the 5% SB preference, complete Section 16 of the Bid/Bidder Certification Sheet (Attachment 4).
- C. Pursuant to GC § 14838 and 2 CCR 1896, if a bidder is not a certified SB, but wishes to be eligible for the 5% non-small business (NSB) preference, the bidder must subcontract at least twenty-five percent (25%) of its net bid price to one or more certified SBs. If prospective Contractor is claiming the 5% NSB preference, complete Section 17 of the Bid/Bidder Certification Sheet (Attachment 4), and Bidder Declaration form GSPD-05-105 (Attachment 2) that lists the names of all certified SB firms being claimed for credit. Bidder shall submit a copy of quotes from each SB subcontractors listed in the form GSPD-05-105 as Attachment 2, titled Quotes from SB or DVBE Subcontractors.
- D. Certified SB and MB bidder(s) shall have precedence over NSB bidders in the application of SB preference(s).
- E. SB Preferences may not be applied to any bid deemed non-responsive with the solicitation instructions or from a non-responsible bidder.
- F. Questions regarding the certification approval process or Small Business program should be directed to OSDS at (800) 559-5529 or (916) 375-4940. For the 24-Hour Recording & Mail Request call (916) 322-5060, or E-mail: osdshelp@dgs.ca.gov
- G. Additional references are at <http://www.pd.dgs.ca.gov/smbus/default.htm>

2. Disabled Veteran Business Enterprise (DVBE) Programs

A. DVBE Participation Program with NO Goals

A DVBE goal is not required, but DVBE participation is encouraged, and a DVBE incentive may apply to this IFB.

Goal Not Required

Verified DVBE Participation	DVBE Incentive Amount
5% or more	5%
4% - 4.99%	4%
3% - 3.99%	3%
2% - 2.99%	2%
0.1% - 1.99%	1%

- 1) When applying the DVBE Incentive, a NSB shall not displace an award to a DGS Certified Small Business.

Additional information: <http://www.pd.dgs.ca.gov/smbus/default.htm>

STATE OF CALIFORNIA · DEPARTMENT OF TRANSPORTATION

BID PROPOSAL

ADM-1412 (REV. 06/06)

ATTACHMENT 1

CONTRACTOR'S NAME (Please Print):			CONTRACT NUMBER	PAGE OF	
ITEM NO.	ESTIMATED QUANTITY	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE*** (In Figures)	TOTAL *** (In Figures)
1	10	Per Report	*Preliminary Title Reports ** Unit Price Per Report	\$	\$
2	5	Per Parcel	Updates (Continuation Guarantees) of the title reports	\$	\$
3	2	Hourly Rate	Record Search	\$	\$
4	2	Per Parcel	Statement of Record Ownership Charge	\$	\$
5	Escrow Services – as outlined in Exhibit A (attach Title and Escrow Fee Schedule)			Per Approved Standard Schedule of Title and Escrow Fees	\$ 4,000.00

(1) THE ABOVE QUANTITIES ARE ESTIMATES ONLY AND ARE GIVEN AS A BASIS FOR COMPARISON OF BIDS. NO GUARANTEE IS MADE OR IMPLIED AS TO THE EXACT QUANTITY THAT WILL BE NEEDED.

TOTAL THIS
SHEET

\$

(2) IN CASE OF DISCREPANCY BETWEEN THE UNIT PRICE AND THE TOTAL SET FORTH FOR A UNIT BASIS ITEM, THE UNIT PRICE SHALL PREVAIL.

TOTAL THIS
PROPOSAL

\$

(3) Contract limitation: Refer to Exhibit B, Section 5, Cost Limitation.

- *Preliminary Title Reports: includes one (1) original and five (5) copies, one (1) one electronic copy, and (1) exception package.
- **The Department understands it is customary to pay for Policy of Title Insurance based on contract purchase price. However, the Department may require "preliminary title reports" on tens (or hundreds) of potential right of way parcels for preliminary Design or R/W Engineering work on any given project. Many of these parcels may not be required/acquired for the project, and thus Policy of Title Insurance based on a contract purchase price will not be applicable. As such, the Department needs the ability to secure "preliminary title reports" on some sort of per unit basis, to address the above scenario. Bidders are advised that the Bid proposal was crafted with the intention of breaking out specific services and cost rates (also refer to the Proposed Form of Agreement Exhibit A, Description of Services, Page 2 of 6, Section 6, Item D, Number 5 – Attached to this IFB as Attachment 7).
- ***N/A or no amount entered into the unit price or total column shall be grounds for rejection of bid

ATTACHMENT 3
CONTRACTOR CERTIFICATION CLAUSES

CCC-307

CERTIFICATION

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

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

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)
 2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
 - c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.
- Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

ATTACHMENT 3

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. **CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT:** Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

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

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

6. **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, 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.

ATTACHMENT 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))

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.

ATTACHMENT 3

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.

ATTACHMENT 4 **BID/BIDDER CERTIFICATION SHEET**

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

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

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

1. Company Name	2. Telephone Number ()	2a. Fax Number ()
3. Address		
Indicate your organization type:		
4. <input type="checkbox"/> Sole Proprietorship	5. <input type="checkbox"/> Partnership	6. <input type="checkbox"/> Corporation
Indicate the applicable employee and/or corporation number:		
7. Federal Employee ID No. (FEIN)	8. California Corporation No.	
Indicate applicable license and/or certification information:		
9. Contractor's State Licensing Board Number	10. PUC License Number CAL-T-	11. Required
12. Bidder' Name (Print)	13. Title	
14. Signature	15. Date	
16. Are you certified with the Department of General Services, Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS) as: a. Small Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter certification number: _____ b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter your service code below: _____		
NOTE: A copy of your Certification is required to be included if either of the above items is checked "Yes" . Date application was submitted to OSDS, if an application is pending: _____		
17. Are you a Non-Small Business committing to the use of 25% Certified Small Business Subcontractor Participation? Yes <input type="checkbox"/> No <input type="checkbox"/>		
If Yes, complete and return the Bidder Declaration form, GSPD-05-105 with your bid.		

ATTACHMENT 4

Completion Instructions for Bid/Bidder Certification Sheet

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

Item Numbers	Instructions
1, 2, 2a, 3	Must be completed. These items are self-explanatory.
4	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
5	Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
6	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
7	Enter your federal employee tax identification number.
8	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
9	Complete if your firm holds a California contractor's license. This information will be used to verify possession of a contractor's license for public works agreements.
10	Complete if your firm holds a PUC license. This information will be used to verify possession of a PUC license for public works agreements.
11	Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured.
12, 13, 14, 15	Must be completed. These items are self-explanatory.
16	If certified as a Small Business Enterprise, place a check in the "yes" box, and enter your certification number on the line. If certified as a Disabled Veterans Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified to one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to OSBCR.
17	Check the applicable box. Complete and return GSPD-05-105 with your Bid.

**Attachment 5
Darfur Contracting Act**

Pursuant to Public Contract Code section 10478, if a bidder or proposer currently or within the previous three years has had business activities or other operations outside of the United States, it must certify that it is not a “scrutinized” company as defined in Public Contract Code section 10476.

Therefore, to be eligible to submit a bid or proposal, please complete only one of the following three paragraphs (via initials for Paragraph # 1 or Paragraph # 2, or via initials and certification for Paragraph # 3):

1. _____ We do not currently have, or we have not had within the previous
Initials three years, business activities or other operations outside of the United States.

OR

2. _____ We are a scrutinized company as defined in Public Contract Code
Initials section 10476, but we have received written permission from the Department of General Services (DGS) to submit a bid or proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.

OR

3. _____ We currently have, or we have had within the previous three years,
Initials business activities or other operations outside of the United States,
+ certification but we certify below that we are not a scrutinized company
below as defined in Public Contract Code section 10476.

CERTIFICATION For # 3.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective proposer/bidder to the clause listed above in # 3. This certification is made under the laws of the State of California.

<i>Proposer/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 and State of</i>	

ATTACHMENT 6
Invitation for Bid No. 03A1872

ATTACHMENT CHECKLIST

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

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

Attachments

Attachment Name/Description

_____ Attachment 1	Bid Proposal, ADM 1412 (attach approved fee and rate schedule)
_____ Attachment 2	Bidder Declaration, GSPD-05-105
_____ Attachment 3	Contractor Certification Clauses (CCC 307). The CCC 307 can also be found on the Internet at http://www.ols.dgs.ca.gov/Standard+Language . Page one (1) must be signed and submitted prior to the award of the contract.
_____ Attachment 4	Bid/Bidder Certification Sheet
_____ Attachment 5	Darfur Contracting Act
_____ Attachment 6	Attachment Checklist
_____	Attach Title and Escrow license (copy)
_____	Bidder must submit proof that both the Title and Escrow Company are located within or adjacent to Plumas County
_____	Approved Fee and Rate Schedule

Attachment 2

Agreement Number 03A1872

State of California—Department of General Services, Procurement Division
GSPD-05-105 (EST 8/05)

Solicitation Number _____

BIDDER DECLARATION

1. Prime bidder information (Review attached Bidder Declaration Instructions prior to completion of this form):

- a.** Identify current California certification(s) (**MB, SB, SB/NVSA, DVBE**): _____ **or None** ____ (If "None," go to Item #2)
- b.** Will subcontractors be used for this contract? **Yes** ____ **No** ____ (If yes, indicate the distinct element of work your firm will perform in this contract e.g., list the proposed products produced by your firm, state if your firm owns the transportation vehicles that will deliver the products to the State, identify which solicited services your firm will perform, etc.). Use additional sheets, as necessary.

- c.** If you are a California certified DVBE: (1) Are you a broker or agent? **Yes** ____ **No** ____
(2) If the contract includes equipment rental, does your company own at least 51% of the equipment provided in this contract (quantity and value)? **Yes** ____ **No** ____ **N/A** ____

2. If no subcontractors will be used, skip to certification below. Otherwise, list all subcontractors for this contract. (Attach additional pages if necessary):

Subcontractor Name, Contact Person, Phone Number & Fax Number	Subcontractor Address & Email Address	CA Certification (MB, SB, DVBE or None)	Work performed or goods provided for this contract	Corresponding % of bid price	Good Standing?	51% Rental?

CERTIFICATION: By signing the bid response, I certify under penalty of perjury that the information provided is true and correct.

BIDDER DECLARATION Instructions

All prime bidders (the firm submitting the bid) must complete the Bidder Declaration.

- 1.a.** Identify all current certifications issued by the State of California. If the prime bidder has no California certification(s), check the line labeled "None" and proceed to Item #2. If the prime bidder possesses one or more of the following certifications, enter the applicable certification(s) on the line:

- Microbusiness (MB)
- Small Business (SB)
- Small Business Nonprofit Veteran Service Agency (SB/NVSA)
- Disabled Veteran Business Enterprise (DVBE)

- 1.b.** Mark either "Yes" or "No" to identify whether subcontractors will be used for the contract. If the response is "No," proceed to Item #1.c. If "Yes," enter on the line the distinct element of work contained in the contract to be performed or the goods to be provided by the prime bidder. Do not include goods or services to be provided by subcontractors.

Bidders certified as MB, SB, SB/NVSA, and/or DVBE must provide a commercially useful function as defined in Military and Veterans Code Section 999(e)(2)(A) for DVBEs and Government Code Section 14837(d)(4)(A) for small/microbusinesses. For questions regarding commercially useful function determinations made in conjunction with certification approval, contact the Department of General Services, Procurement Division, Office of Small Business and DVBE Certification (OSDC), OSDC Certification and Compliance Unit via email at: osdchelp@dgs.ca.gov

Bids must propose that certified bidders provide a commercially useful function for the resulting contract or the bid will be deemed non-responsive and rejected by the State. For questions regarding the solicitation, contact the procurement official identified in the solicitation.

Note: A subcontractor is any person, firm, corporation, or organization contracting to perform part of the prime's contract.

- 1.c.** This item is only to be completed by businesses certified by California as a DVBE.

(1) Declare whether the prime bidder is a broker or agent by marking either "Yes" or "No." The Military and Veterans Code Section 999.2 (b) defines "broker" or "agent" as a certified DVBE contractor or subcontractor that does not have title, possession, control, and risk of loss of materials, supplies, services, or equipment provided to an awarding department, 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.

(2) If bidding rental equipment, mark either "Yes" or "No" to identify if the prime bidder owns at least 51% of the equipment provided (quantity and value). If **not** bidding rental equipment, mark "N/A" for "not applicable."

- 2.** If no subcontractors are proposed, do not complete the table. Read the certification at the bottom of the form and complete "Page ____ of ____" on the form.

If subcontractors will be used, complete the table listing all subcontractors. If necessary, attach additional pages and complete the "Page ____ of ____" accordingly.

2. (continued) Column Labels

Subcontractor Name, Contact Person, Phone Number & Fax Number—List each element for all subcontractors.

Subcontractor Address & Email Address—Enter the address and if available, an Email address.

CA Certification (MB, SB, DVBE or None)—If the subcontractor possesses a current State of California certification(s), verify on the OSDC website (www.pd.dgs.ca.gov/smbus) that it is still valid and list all current certifications here. Otherwise, enter "None." [Note: A SB/NVSA should not be participating as a subcontractor]

Work performed or goods provided for this contract—Identify the distinct element of work contained in the contract to be performed or the goods to be provided by each subcontractor. Certified subcontractors must provide a commercially useful function for the contract. (See paragraph 1.b above for code citations regarding the definition of commercially useful function.) If a certified subcontractor is further subcontracting a greater portion of the work or goods provided for the resulting contract than would be expected by normal industry practices, attach a separate sheet of paper explaining the situation.

Corresponding % of bid price—Enter the corresponding percentage of the total bid price for the goods and/or services to be provided by each subcontractor. Do not enter a dollar amount.

Good Standing?—Provide a response for each subcontractor listed. Enter either "Yes" or "No" to indicate that the prime bidder has verified that the subcontractor(s) is in good standing for all of the following:

- Possesses valid license(s) for any license(s) or permits required by the solicitation or by law
- If a corporation, the company is qualified to do business in California and designated by the State of California Secretary of State to be in good standing
- Possesses valid State of California certification(s) if claiming MB, SB, and/or DVBE status
- Is **not** listed on the OSDC website as ineligible to transact business with the State

51% Rental?—This pertains to the applicability of rental equipment. Based on the following parameters, enter either "N/A" (not applicable), "Yes" or "No" for each subcontractor listed.

Enter "N/A" if the:

- Subcontractor is NOT a DVBE (regardless of whether or not rental equipment is provided by the subcontractor) or
- Subcontractor is NOT providing rental equipment (regardless of whether or not subcontractor is a DVBE)

Enter "Yes" if the subcontractor is a California certified DVBE providing rental equipment and the subcontractor owns at least 51% of the rental equipment (quantity and value) it will be providing for the contract.

Enter "No" if the subcontractor is a California certified DVBE providing rental equipment but the subcontractor does NOT own at least 51% of the rental equipment (quantity and value) it will be providing.

Read the certification at the bottom of the page and complete the "Page ____ of ____" accordingly.

ATTACHMENT # 7
Proposed Commercial Service Agreement

AGREEMENT NUMBER
03A1872
REGISTRATION NUMBER

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

STATE AGENCY'S NAME

Department of Transportation (Caltrans)

CONTRACTOR'S NAME

TBD

2. The term of this **September 1, 2011** through **August 31, 2016**
Agreement is:

3. The maximum amount **\$ TBD**
of this Agreement is:

4. The parties agree to comply with the terms and conditions of the following e
reference made a part of the Agreement.

Note to Bidders:

The following 17 pages
represent a sample of the
Agreement that will be awarded,
if any, from this IFB. Please
review it carefully and present
any questions in writing to the
contact identified for this IFB.

this

6 Pages

3 Pages

On-line

3 Pages

2 Pages

1 Page

1 Page

1 Page

Exhibit A – Scope of Work

Exhibit B – Budget Detail and Payment Provisions

Exhibit C* – General Terms and Conditions (Electronic File: GTC 610)

Exhibit D - Special Terms and Conditions

Exhibit E – Additional Provisions

Attachment 1 - Bid Proposal (*attached at time of award*)

Attachment 2 – Bidder Declaration Form, GSPD-05-105 (*attached at time of award*)

Attachment 3 – Sample Task Order

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 <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>*

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 Transportation (Caltrans)

BY (*Authorized Signature*)

DATE SIGNED (*Do not type*)



PRINTED NAME AND TITLE OF PERSON SIGNING

Susan Jones, Contract Officer

ADDRESS

1727 30th Street, Sacramento, CA 95816

**California Department of
General Services Use Only**

☒ Exempt per: Delegation Letter 11.9

EXHIBIT A
Commercial Services

SCOPE OF WORK

1. The Contractor agrees to provide to the California Department of Transportation (Caltrans), Title and Escrow services as described herein.
2. The services shall be performed in the County of Plumas.
3. This Agreement will commence on **September 1, 2011** or upon approval by Caltrans, whichever is later and no work shall begin before that time. This Agreement is of no effect unless approved by Caltrans. The Contractor shall not receive payment for work performed prior to approval of the Agreement and before receipt of notice to proceed by the Caltrans Contract Manager. This Agreement shall expire on **August 31, 2016 (5 years from the commencement date)**. The services shall be provided during normal working hours, Monday through Friday, except holidays. The parties may amend this agreement as permitted by law.
4. All inquiries during the term of this Agreement will be directed to the project representatives listed below:

Caltrans	Contractor:
District 3 / Right of Way	Section/Unit:
Contract Manager:	Project Manager:
Address:	Address:
Bus. Phone No.:	Bus. Phone No.:
Fax No:	Fax No:

5. Task Orders

- A. The term for Placement of New Orders is limited to the period commencing September 1, 2011, (begin date of the Agreement) and ending August 31, 2014, (3 years from the commencement date of the Agreement). The Contractor shall not open New Orders for title and escrow services after August 31, 2014.
- B. If it is anticipated that there will be open escrows pending beyond August 31, 2016, the expiration date of this Agreement, an amendment may be executed prior to the Agreement expiration date for the sole purpose of completing the services on open orders. The amendment may not exceed one year and shall include the same terms and conditions as the original Agreement.
- C. On an on-call basis, the Caltrans Contract Manager shall assign specific services, as described herein, to the Contractor through the issuance of a Task Order (see Attachment 3 Sample Task Order) All work requested shall be limited to the type of work specified in this Exhibit A, Scope of Work. Payment

EXHIBIT A
Commercial Services

for these services shall be made in accordance with Exhibit B, Budget Detail and Payment Provisions and at the rates set forth in Attachment 1.

- D. The Contractor's ability to accept any additional work will be measured according to the Contractor's available resources, and the time requirements set by the Caltrans Contract Manager for completion of the work
- E. It is understood and agreed that any and all work assigned pursuant to this Agreement is to be performed in accordance with this Agreement.

6. Description of Services:

- A. Upon the Caltrans Contract Manager's request, the Contractor agrees to furnish the services hereinafter described through its office, subsidiaries, or underwriting companies within the State of California in accordance with this Agreement. All work assigned herein must be completed by the specified due dates as set forth in the Task Order. Work that requires any extension to the due dates must be approved in writing by the Caltrans Contract Manager. Any work that extends past the due date shall constitute grounds for termination (refer to Exhibit D, Termination, Section 3 and Default, Section 5). Any work described herein that must be redone due to errors or inaccurate information shall be redone at the Contractor's expense.
- B. Upon the Caltrans Contract Manager's request, Contractor shall furnish title reports and/or preliminary reports, policies of title insurance, and perform other title and escrow services as hereinafter defined and at the rates specified in Exhibit B, Section 4 and Attachment 1, Bid Proposal.
- C. Preliminary title reports will be sent electronically within three weeks of the date of request. If this time frame cannot be met, the Contractor will notify the Caltrans Contract Manager via phone or e-mail.

Title reports will be updated every twelve (12) months or sooner if requested.

- D. Litigation Guarantees for Condemnation and Policies of Title Insurance
 - 1. The Contractor agrees to furnish an original and five (5) copies of a litigation guarantee for condemnation, simply referred to hereinafter as title report, together with an original copy of a Policy of Title Insurance (CLTA Owner's Standard Coverage Policy Form) covering the estate or interest created through the acquisition of lands for Caltrans. The charge for escrow services and Policy of Title Insurance, shall be in accordance with the Contractor's Standard Schedule of Title and Escrow Fees, Exhibit B, Section 4 and Attachment 1, and shall be based on the total amount of the transaction, excluding payment for interest and or terms of personal property.
 - 2. Policies of Title Insurance and Litigation Guarantees will be sent electronically within one month of the close of escrow or date requested. If this time frame

EXHIBIT A
Commercial Services

cannot be met, the Contractor will notify the Caltrans Contract Manager. Non-compliance with this requirement shall be grounds for termination of this Agreement (refer to Exhibit D, Termination, Section 3 and Default, Section 5).

3. At the option of Caltrans Contract Manager, a Standard Title Report (hereinafter "preliminary report") may be furnished in lieu of a litigation guarantee for condemnation, provided the Contractor agrees to "upgrade" the preliminary report to a litigation guarantee prior to commencement of condemnation, at no additional charge and within twenty (20) working days of receipt of Caltrans request for upgrade.
4. In cases where access rights are being purchased, the Contractor shall include one of the following California Land and Title Association (CLTA) Endorsements: 106, 106.1, 106.2, 106-C, 106.1-C or 106.2-C. This assures the release and relinquishment to Caltrans of abutter's rights of access on freeways and expressways. CLTA Endorsements shall be provided at no additional cost. Also refer to Exhibit A, page 5, Section 7(J).
5. It is agreed that Caltrans will pay a per parcel rate in accordance with Exhibit B, Section 4 and the Contractor's Bid Proposal, Attachment 1, regardless of property value, when the preliminary or title report is delivered. Fifty percent (50%) of this rate will be credited against the total amount due the Contractor for both title and escrow services. The 50% credit will apply only when escrow closes on or before a maximum of five (5) years from the date of the order. In the event escrow does not close or if it is canceled, no additional fee will be due the Contractor for the preliminary or title report and no refund will be due to Caltrans.

E. Escrow Services

1. The Contractor shall furnish, as requested by the Caltrans Contract Manager, the following unilateral escrow services based upon instructions from the Caltrans Contract Manager. The charges shall be based upon the escrow and policy fees set forth in the Contractor's Standard Schedule of Title and Escrow Fees, Exhibit B, Section 4 and Attachment 1.
2. Escrow Services to be performed by the Contractor shall consist of those escrow services normally provided in a property transaction and the following:
 - a) Obtaining reconveyances, both partial and full.
 - b) Providing access rights endorsements in the policies.
 - c) Other services that are peculiar or necessary to that particular Caltrans transaction.
3. Caltrans will reimburse Contractor for all fees connected to the reconveyance or subordination of any deed of trust eliminated through the escrow up to a maximum of \$300.00. In the event the total charges exceed \$300.00 on any one deed of trust, such fees must have prior written approval of Caltrans by

EXHIBIT A Commercial Services

the District Division Chief for Right of Way or the Caltrans Contract Manager.

Contractor shall be reimbursed for actual costs supported by an original signed invoice approved by the Caltrans Contract Manager.

4. No additional charges or fees will be paid to cover recording fees for documents exempt under California Government Code, Section 6103. This includes all deeds, reconveyances or transfers in which the State of California or subdivision thereof, is the grantee or recipient of benefits; related instruments; i.e., reconveyance and releases, orders of the court, powers of attorney, and any and all deeds, conveyances and instruments of whatever kind, recordation of which is necessary in order to complete the chain of title to land or interest herein being acquired by Caltrans.

F. Tabulation of Sales

1. The Contractor agrees to furnish, on each preliminary or title report issued, a tabulation of all sales on the subject property for a period of five years (excluding the current year) immediately preceding the date of the title report.
2. The tabulation of sales as referred to shall be set out in such forms to reflect the name of the grantor, the name of the grantee, date of the deed, recording references, the amount of Documentary Transfer Taxes, and the mailing address as shown by the recorder's office.

G. Continuation Guarantees (Updates)

Caltrans may request continuation title reports up to five (5) years from the date of the original order (even after the expiration of the contract) for an additional fee not to exceed the per parcel rate (per Bid Proposal, Attachment 1) per request.

H. Copies of Documents

At no additional cost, the Contractor shall furnish copies of any recorded document referenced in the report.

I. Definition of Parcel

The term "Parcel", as used herein, is defined as any of the following, with ownership determined as of the time an order is received:

1. Any lot, or any portion thereof, vested in a separate ownership within the same block of any town, city or subdivision.
2. Any number of lots located within the same block of any town, city or subdivision, vested in the same ownership, which ownership has been previously covered by title reports or policies of title insurance.
3. All land vested in the same ownership, which ownership has been previously covered by reports or policies of title insurance, located entirely within one government survey section.

EXHIBIT A
Commercial Services

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

J. CLTA Endorsements

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

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

K. Title Information Data

1. Statement of Record Ownership

The Contractor, when requested, will furnish for the sole use by Caltrans a statement of record ownership provided such ownership may be determined from a cursory examination of its title records without examination of the public records, nor passing upon the sufficiency of the documents showing the name of the grantee in whom record title vests, together with a description as it appears in

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the deed vesting title in such grantee at a per parcel charge per the Contractor's Bid Proposal, Attachment 1, and Exhibit B, Section 4, Rates.

2. Title Record Services

The Contractor, when requested, will furnish certain additional services from its title records: Services to be performed exclusively by employees of the Contractor. The charges for these services shall be on a per hour basis for the record search, in accordance with Contractor's Bid Proposal, Attachment 1, and Exhibit B, Section 4, Rates. Charges for the copies of documents resulting from any title record service shall be inclusive of the Contractor's bid.

Title searches may also include searches by legal descriptions and/or require in-person searches at the County Recorder's Office. In person searches, travel and travel related expenses are included in the Contractor's rates for bid items in Attachment 1.

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BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered and approved by the Caltrans Contract Manager, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor in accordance with the rates specified in Attachment 1. Caltrans will reimburse the Contractor monthly in arrears as promptly as State fiscal procedures permit upon receipt of itemized invoices in triplicate.
- B. Invoices shall be submitted no later than the first day of each month covering services rendered during the preceding month upon delivery of the preliminary report or title report, issuance of the policy of title insurance, or performance of other title and/or escrow services. Invoices shall reference this Agreement number and shall be submitted to the Caltrans Contract Manager at the address below. Incomplete or disputed invoices shall be returned to the Contractor, unpaid, for correction.

Department of Transportation
District 3/Division of Right of Way
Attn:
City, State, Zip

- C. Invoices shall be itemized per Attachment 1 and shall include the below information:
 - 1) Escrow Number
 - 2) Task Order Number
 - 3) Dates of Service
 - 4) Location of Service
 - 5) Right of Way Number
 - 6) Contract Number
 - 7) Title Policy (if applicable)
 - 8) Recording Fees (if applicable)
 - 9) Reconveyance Fee Reimbursed to Seller for Pay Off (if applicable)
 - 10) Credit for Title Policy (if applicable)
 - 11) Itemized Additional Fees (refer to Item 4 of Exhibit B)

2. Budget Contingency Clause

- A. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional or legislative appropriation of funds,

EXHIBIT B Commercial Services

for the mutual benefit of both parties in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.

- B. This Agreement is valid and enforceable only if sufficient funds are made available to the State of California by the United States Government or the California State Legislature for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms or funding of this Agreement in any manner.
- C. It is mutually agreed that if the Congress or the State Legislature does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- D. Caltrans has the option to terminate the Agreement under the 30-day termination clause or to amend the Agreement to reflect any reduction of funds. Refer to Exhibit D. 3. B. Termination.

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.

4. Rates/Fees

- A. Rates for these services may be found on Attachment 1, Bid Proposal of this Agreement, and the Contractor's Standard Schedule of Title and Escrow Fees, are also attached to Attachment 1, for Plumas County (provides routine fees for Title and Escrow services).
- B. If, during the term of this Agreement, the Contractor's Standard Schedule of Title and Escrow Fees changes, then any subsequent fee schedule after approval by the State of California, Department of Insurance, upon its effective date, shall supersede the rates in the attached schedule. The fee schedule to be utilized shall be the Title and Escrow fees schedule in effect on the date of the closure of escrow. The Contractor shall furnish to the Caltrans Contract Manager one (1) copy of any subsequent Department of Insurance approved fee schedule within 15 days of receipt of approval.
- C. Additional fees for Tasks that are: 1) not specified herein or on the Standard Schedule of Title and Escrow Services; 2) for rare and unusual conditions of title or 3) for when special risks are insured against shall be reimbursed and are subject to the prior written approval by the Caltrans Contract Manager. Contractor must provide signed original copies of actual costs for reimbursement.

5. Cost Limitation

- A. Total amount of this Agreement shall not exceed \$____TBD_____.

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- B. It is understood and agreed that this total is an estimate and that Caltrans will pay only for those services actually rendered as authorized by the Caltrans Contract Manager or its designee up to the maximum.

6. Excise Tax

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

7. Cost Principles

- A. The Contractor agrees that the Agreement Cost Principles and Procedures, 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 *et seq.*, shall be used to determine the allowable individual items of cost.
- B. The Contractor also agrees to comply with Federal procedures in accordance with 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments.
- C. Any costs for which payment has been made to Contractor that are determined by subsequent audit to be unallowable under 48 CFR, Federal Acquisition Regulations System, Chapter 1, Part 31 *et seq.*, or 49 CFR, Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments are subject to repayment by Contractor to State.
- D. Any subcontract entered into as a result of this Agreement shall contain all of the provisions of this clause.

8. Inclusive Costs

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

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SPECIAL TERMS AND CONDITIONS

1. Settlement of Disputes

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

2. Subcontractors

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between Caltrans and any Subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to Caltrans for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by 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.
- B. The Contractor shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted except for Subcontractors listed on the Bidder Declaration, GSPD-05-105, Attachment 2.
- C. Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to Subcontractors.
- D. Any substitution of Subcontractors must be approved in writing by the Caltrans Contract Manager in advance of assigning work to a substitute Subcontractor.

3. Termination

- A. Caltrans reserves the right to terminate this Agreement without cause upon thirty (30) days written notice to the Contractor or immediately in the event of material breach by the Contractor.
- B. In the event that the total Agreement amount is expended prior to the expiration date, the State may, at its discretion, terminate this Agreement with 30 days notice to Contractor.

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4. Retention of Records/Audits

- A. For the purpose of determining compliance with Public Contract Code Section 10115, *et seq.* and Title 21, California Code of Regulations, Chapter 21, Section 2500 *et seq.*, when applicable, and other matters connected with the performance of the Agreement pursuant to Government Code Section 8546.7, the Contractor, Subcontractors and the State shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from the date of final payment under the Agreement. The State, the State Auditor, Federal Highway Administration (FHWA), or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the Contractor that are pertinent to the Agreement for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.
- B. Any subcontract entered into as a result of this Agreement shall contain all the provisions of this clause.

5. Default

- A. If, after award and execution of the Agreement, the Contractor's performance is unsatisfactory, the Agreement may be terminated for default. Additionally, the Contractor may be liable to Caltrans for damages including the difference between the Contractor's original bid price and the actual cost of performing the work by another Contractor.
- B. Default is defined as the Contractor failing to perform services required by the Agreement in a satisfactory manner.

6. Disabled Veterans Business Enterprise (DVBE) Participation (Without Goals)

Caltrans has established no goals for DVBE participation for this Agreement. However, the Contractor shall be fully informed respecting the California Public Contract Code Section 10115 *et seq.*, which is incorporated by reference. Contractor is urged to obtain DVBE Subcontractor participation should clearly defined portions of the work become available.

7. Laws to be Observed

The Contractor shall keep fully informed of all existing and future state and federal laws and county and municipal ordinances and regulations which in any manner affect those engaged or employed in the work, the materials used in the work, or which in any way affect the conduct of the work, and of all such orders and decrees of bodies or tribunals

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having any jurisdiction or authority over the same. Contractor shall at all times observe and comply with, and shall cause all agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders, and decrees of bodies or tribunals having any jurisdiction or authority over the work. The Contractor shall protect and indemnify the State of California and all officers and employees thereof connected with the work against any claim, injury, or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the Contractor, a Subcontractor(s), or an employee(s). If any discrepancy or inconsistency is discovered in the plans, drawings, specifications, or Agreement for the work in relation to any such law, ordinance, regulation, order, or decree, the Contractor shall immediately report the same to the Caltrans Contract Manager in writing.

8. Specific Statutory Reference

Any reference to certain statutes in this Agreement shall not relieve the Contractor from the responsibility of complying with all other statutes applicable to the service, work, or rental to be furnished thereunder.

9. Force Majeure

Except for defaults of Subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include but shall not be limited to acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, or governmental statutes or regulations superimposed after the fact. If a delay or failure in performance by the Contractor arises out of a default of its Subcontractor, and if such default of its Subcontractor, arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

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ADDITIONAL PROVISIONS

1. Liability Insurance Provisions

- A. Contractor is responsible for any deductible or self-insured retention contained within the insurance program.
- B. The Insurance policy shall contain a provision that states that coverage will not be cancelled without 30 days prior written notice to Caltrans.
- C. Coverage must be in force for the complete term of this Agreement. If insurance expires during the term of this Agreement, a new certificate must be received by Caltrans at least ten (10) days prior to the expiration of this insurance. This new insurance must still meet the terms of this Agreement.
- D. In the event Contractor fails to keep in effect at all times the specified insurance coverage, Caltrans may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event, subject to the provisions of the Agreement.
- E. Any insurance required to be carried shall be primary, and not excess, to any other insurance carried by the State.
- F. Caltrans will not be responsible for any premiums or assessments on the policy.

1) Commercial General Liability

- a) Contractor shall maintain general liability with limits of not less than **\$1,000,000** per occurrence for bodily injury and property damage liability combined. The policy shall include coverage for liabilities arising out of premises, operations, independent Contractors, products and completed operations, personal and advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability.
- b) The insurance carrier must provide an endorsement for the additional insured statement as follows:

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

2) Workers' Compensation

- a) Contractor shall maintain statutory workers' compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Agreement. Employer's liability limits of **\$1,000,000** per incident shall be required.

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- b) In addition, whenever the performance of work is on State property or State controlled property, the State requires a Waiver of Subrogation for the Worker's Compensation Insurance.

2. Licenses and Permits

- A. The Contractor shall be properly licensed in accordance with the laws of the State of California and shall possess a valid Title and Escrow license.
- B. The Contractor shall be an individual or firm licensed to do business in California and shall obtain at its expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Agreement.
- C. If Contractor is located within the State of California, the Contractor must have a business license from the city/county in which it is headquartered; however, if Contractor is a corporation, a copy of its incorporation documents/letter from the Secretary of State's Office may substitute for a business license. If Contractor is located outside the State of California, Contractor must provide a current copy of its business license or incorporation papers for its State of residence showing that the Contractor is in good standing with their State to Caltrans.
- D. In the event any license(s) and/or permit(s) expire at any time during the term of this Agreement, Contractor agrees to provide Caltrans a copy of the renewed license(s) and/or permit(s) within 30 days following the expiration date. In the event the Contractor fails to keep in effect at all times all required license(s) and permit(s), Caltrans may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

A.

SAMPLE TASK ORDER**Attachment 3**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**Agreement Number**
03A1872**Task Order Number****Date Issued**

Contractor

Project Manager

Project Title

Department's Contract Manager or Designee

Performance Period – No Task Order shall extend beyond the expiration date of the Agreement.

Work under this Task Order shall begin on / / and terminate on / / .

1. Task Order Description

2. Scope of Services (Include Task Order scope of work, expected results, and Task Order deliverables.)

3. Cost
A. The Contractor will be paid in accordance with Exhibit A, Section B, Task Orders; Exhibit B, Section 1; and the Rates shown on the Contractor's Bid Proposal.

4. Approval Signatures

I certify that this Task Order complies with the provisions of Agreement Number 04A3614 and are necessary for the satisfactory completion of the product(s) contracted for, and that sufficient funding has been encumbered to pay for this work.



Department's Contract Manager's Signature

Date

IN WITNESS WHEREOF, this Task Order has been executed under the provisions of Agreement Number 04A3614 between the State of California, Department of Transportation, and **(Contractor's Name)**. By signature below, the parties hereto agree that all terms and conditions of this Task Order No. **(Insert No.)** and Agreement Number 04A3614 shall be in full force and effect.STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**(CONTRACTOR'S BUSINESS NAME)**Type name and title here and get
signature above

Date

Type Name and title here and get
signature above

Date