

Solicitation 7CA00782
Forklift Maintenance and Repair Service

State of California

Bid 7CA00782 Forklift Maintenance and Repair Service

Bid Number 7CA00782
Bid Title Forklift Maintenance and Repair Service

Bid Start Date Aug 12, 2009 9:32:35 AM PDT
Bid End Date Aug 17, 2009 2:00:00 PM PDT

Bid Contact Leslie Cary
916-324-5979
leslie.cary@fire.ca.gov

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

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

Description

Contractor agrees to provide to the Department of Forestry and Fire Protection (CALFIRE) forklift maintenance and repair service as described herein:

- a. Contractor shall furnish all labor, equipment, tools, filters, parts, oils, materials, transportation, services, hazardous waste removal, permits, and insurance to provide "quarterly inspections and maintenance" on forklifts used in aircraft parts warehouse operations. All costs for "quarterly inspections and maintenance" are included in Contractor's per hour "quarterly inspections and maintenance" rate.
- b. Contractor shall provide unplanned services and repairs as requested by CALFIRE project representative in addition to "quarterly inspections". If a forklifts break down, Contractor shall repair and service equipment within 24 hours of CALFIRE's call for unplanned repair service.
- c. Currently there are 4 forklifts. Contractor shall possess and maintain throughout the term of this contract the necessary current license(s) to perform required inspections and maintenance on a Daewoo propane powered forklift model G30S, with a 4,000 lb. capacity and three (3) Clark propane powered forklifts, model C30L, 5,000 lb. capacity.
- d. Contractor shall perform all work in accordance with direction of CALFIRE project representative. All work shall comply with standards governing forklift maintenance.
- e. Contractor will get approval from CALFIRE project representative before any "unplanned repair service" replacement parts or services are performed. Contractor shall provide CALFIRE project representative cost of "unplanned repair service" replacement parts or services when obtaining approval to proceed.

The services shall be performed at the CALFIRE Aviation Management facilities located at 5509 and 5435 Price Avenue, North Highlands, CA 95652 (in McClellan Business Park), and at 1635 Main Ave, Sacramento, CA 95838

The services shall be provided during normal State working hours, Monday through Friday between the hours of 7:00 a.m. and 5:00 p.m., except holidays. State shall not require contractor to work on State holidays unless State verbally notifies contractor with sufficient lead-time to arrange for staffing.

Certified Small Businesses and DBVE's are encouraged to bid.

**DEPARTMENT OF FORESTRY AND FIRE PROTECTION**

P.O. Box 944246
SACRAMENTO, CA 94244-2460
(916) 653-7772
Website: www.fire.ca.gov



August 12, 2009

Dear Potential Contractor,

The California Department of Forestry and Fire Protection currently have a contracting opportunity for 7CA00782 Forklift Maintenance and Repair Service with Aviation Management Unit located at 5509 and 5435 Price Avenue, North Highlands, CA 95652 (in McClellan Business Park) and at 1635 Main Ave, Sacramento, CA 95838.

Please review the attached Sample 213 Standard Agreement for a detailed Scope of Work and contract requirements. The contractor will be responsible for services as described within the sample contract.

The sample contract is for information only. Please do not fill out any information within the contract.

The bidding process is the Short Form (SF) contract process and this opportunity will only be posted 3 business days. Small businesses and DVBE's are encouraged to participate

If your firm is interested in competing for this contracting opportunity, please submit a completed Cost Quote Sheet and the Darfur Contracting Act form attached either by email or fax to my attention, Leslie Cary, leslie.cary@fire.ca.gov; fax #916-323-1888 by 2:00 p.m., August 17, 2009.

Please contact me with any further questions.

Thank you for your interest in contracting with the Department of Forestry and Fire Protection.

Leslie Cary
Contract Analyst
CALFIRE Business Services

Overnight Delivery: 1300 U Street, Sacramento, CA 95818
Regular Mail: PO Box 944246, Sacramento, CA 94244-2460
Phone: 916-324-324-5979
Fax: 916-323-1888
E-Mail: leslie.cary@fire.ca.gov

CONSERVATION IS WISE-KEEP CALIFORNIA GREEN AND GOLDEN

PLEASE REMEMBER TO CONSERVE ENERGY. FOR TIPS AND INFORMATION, VISIT "FLEX YOUR POWER" AT WWW.CA.GOV.

COST QUOTE SHEET

Cost Quote for 7CA00782 Forklift Maintenance and Repair Service with Aviation Management Unit located at 5509 and 5435 Price Avenue, North Highlands, CA 95652 (in McClellan Business Park) and at 1635 Main Ave, Sacramento, CA 95838.

Description	Service	Rate	Est. Units	Total
Daewoo Model G30S Forklift	Quarterly Scheduled Maintenance	\$	12	\$
Clark Model C30L Forklift	Quarterly Scheduled Maintenance	\$	36	\$
Unplanned Repair Service (Normal Business Hours)	Hourly Repair Rate (Normal Business Hours)	\$	30	\$
Unplanned Repair Service (After Business Hour Weekend)	Hourly Repair Rate (After Business / Weekend)	\$	30	\$
Unplanned Repair Service (Holidays Hours)	Hourly Repair Rate (Holidays Hours)	\$	18	\$
Combined Total				\$

The "cost quote" above will be used solely for computing the cost as a fair and equitable formula to determine the low bidder and is not binding on the contracting agency. However, the actual rates quoted in the cost sheet shall be binding for the term of the Agreement. Contractor will only be paid for actual work performed.

Submitted by: _____ Date: _____
(Authorized Signature)

Contact Name / Title:	
Company Name:	
Company Address:	
Telephone Number:	
Fax Number:	
E-Mail Address:	

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 insert your company name and Federal ID Number and complete only one of the following three paragraphs (via initials for Paragraph # 1 or Paragraph # 2, or via initials and certification for Paragraph # 3):

<i>Company/Vendor Name (Printed)</i>	<i>Federal ID Number</i>
<i>Printed Name and Title of Person Initialing (for Options 1 or 2)</i>	

1. _____ We do not currently have, and 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>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>

Sample Agreement

AGREEMENT NUMBER 7CA00782
REGISTRATION NUMBER

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

<small>STATE AGENCY'S NAME</small>	Department of Forestry and Fire Protection
<small>CONTRACTOR'S NAME</small>	

2. The term of this Agreement is:

	Upon Approval	through	August 31, 2012
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3. The maximum amount of this Agreement is:

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

Exhibit A – Scope of Work	1 Page(s)
Exhibit B – Budget Detail and Payment Provisions	1 Page(s)
Exhibit C* – General Terms and Conditions	GTC 307
Exhibit D – Special Terms and Conditions	2 Page(s)
Exhibit E – Additional Provisions	3 Page(s)

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

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

CONTRACTOR	California Department of General Services Use Only				
CONTRACTOR'S NAME <i>(If other than an individual, state whether a corporation, partnership, etc.)</i>					
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"><small>BY (Authorized Signature)</small></td> <td style="width: 50%;"><small>DATE SIGNED (Do not type)</small></td> </tr> <tr> <td style="text-align: center;">—</td> <td></td> </tr> </table>		<small>BY (Authorized Signature)</small>	<small>DATE SIGNED (Do not type)</small>	—	
<small>BY (Authorized Signature)</small>		<small>DATE SIGNED (Do not type)</small>			
—					
PRINTED NAME AND TITLE OF PERSON SIGNING					
ADDRESS					
STATE OF CALIFORNIA					
AGENCY NAME					
Department of Forestry and Fire Protection					
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;"><small>BY (Authorized Signature)</small></td> <td style="width: 50%;"><small>DATE SIGNED (Do not type)</small></td> </tr> <tr> <td style="text-align: center;">—</td> <td></td> </tr> </table>	<small>BY (Authorized Signature)</small>	<small>DATE SIGNED (Do not type)</small>	—		
<small>BY (Authorized Signature)</small>	<small>DATE SIGNED (Do not type)</small>				
—					
PRINTED NAME AND TITLE OF PERSON SIGNING					
ADDRESS					
	<input type="checkbox"/> Exempt per _____				

**EXHIBIT A
 (Standard Agreement)**

SCOPE OF WORK

1. Contractor agrees to provide to the Department of Forestry and Fire Protection (CALFIRE) forklift maintenance and repair service as described herein:
 - a) Contractor shall furnish all labor, equipment, tools, filters, parts, oils, materials, transportation, services, hazardous waste removal, permits, and insurance to provide "quarterly inspections and maintenance" on forklifts used in aircraft parts warehouse operations. All costs for "quarterly inspections and maintenance" are included in Contractor's per hour "quarterly inspections and maintenance" rate.
 - b) Contractor shall provide unplanned services and repairs as requested by CALFIRE project representative in addition to "quarterly inspections". If a forklifts break down, Contractor shall repair and service equipment within 24 hours of CALFIRE's call for unplanned repair service.
 - c) Currently there are 4 forklifts. Contractor shall possess and maintain throughout the term of this contract the necessary current license(s) to perform required inspections and maintenance on a Daewoo propane powered forklift model G30S, with a 4,000 lb. capacity and three (3) Clark propane powered forklifts, model C30L, 5,000 lb. capacity.
 - d) Contractor shall perform all work in accordance with direction of CALFIRE project representative. All work shall comply with standards governing forklift maintenance.
 - e) Contractor will get approval from CALFIRE project representative before any "unplanned repair service" replacement parts or services are performed. Contractor shall provide CALFIRE project representative cost of "unplanned repair service" replacement parts or services when obtaining approval to proceed.
 - f) CDF may add or delete forklift equipment for "quarterly inspections" and unplanned repair service as needed during the term of this agreement.
2. The services shall be performed at the CALFIRE Aviation Management facilities located at 5509 and 5435 Price Avenue, North Highlands, CA 95652 (in McClellan Business Park), and at 1635 Main Ave, Sacramento, CA 95838
3. The services shall be provided during normal State working hours, Monday through Friday between the hours of 7:00 a.m. and 5:00 p.m., except holidays. State shall not require contractor to work on State holidays unless State verbally notifies contractor with sufficient lead-time to arrange for staffing.
4. The project representatives during the term of this agreement will be:

State Agency:	Contractor:
Name:	Name:
Phone:	Phone:
Fax:	Fax:
Email:	Email:

Direct all inquiries to:

State Agency: Forestry and Fire Protection	Contractor:
Section/Unit: Business Services	Section/Unit:
Attention: Leslie Cary	Attention:
Address: P.O. Box 944246 Sacramento, CA 95815	Address:
Phone: (916) 324-5979	Phone:
Fax: (916) 323-1888	Fax:
Email: Leslie.Cary@fire.ca.gov	Email:

Contractor's Name
 Agreement Number 7CA00782
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EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a part of this Agreement.

Description	Service	Rate
Daewoo Model G30S Forklift	Quarterly Scheduled Maintenance	\$
Clark Model C30L Forklift	Quarterly Scheduled Maintenance	\$
Unplanned Repair Service (Normal Business Hours)	Hourly Repair Rate (Normal Business Hours)	\$
Unplanned Repair Service (After Business Hour / Weekend)	Hourly Repair Rate (After Business / Weekend)	\$
Unplanned Repair Service (Holidays Hours)	Hourly Repair Rate Holidays Hours)	\$

Contractor shall invoice the cost of any replacement parts not included in any "quarterly inspections and maintenance" or "unplanned repair service" invoice in a separate invoice submitted to CALFIRE. CALFIRE will pay for any parts separately through CALCARD.

- B. Invoices for Scheduled Maintenance and Unplanned Repairs shall include the Agreement Number, Date of Service, Description of Equipment Serviced, Service Type/Details, Frequency (Quarterly or # of Hours), Rate and Totals. Invoices for any "Unplanned Repair Service" Parts shall include the Agreement Number, Date of Service, Description of Equipment Serviced, Part Details, Cost and Totals. All shall be submitted in triplicate not more frequently than monthly in arrears to:

California Department of Forestry and Fire Protection
 Attention: XXXXX
 Street Address/P.O. Box
 City, State, Zip

2. Budget Contingency Clause

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

3. Prompt Payment Clause

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

In the event of an emergency, as defined in section 927.11, late payment penalties may not apply. Specific to California Department of Forestry and Fire Protection (CAL FIRE), if an invoice from a business under contract with CAL FIRE becomes subject to late payment penalties during the annually declared fire season, then the required payment approval date shall extend thirty (30) calendar days beyond the initial forty-five (45)-day period.

Contractor's Name
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EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

1. **Excise Tax**

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

2. **Settlement of Disputes**

In the event of a dispute, within ten (10) days of discovery of the problem contractor shall file a "Notice of Dispute" with:

Department of Forestry and Fire Protection
Attention: Contracts Manager
P.O. Box 944246
Sacramento, CA 94244-2460

Within ten (10) days of CDF receiving contractor's notice, the contracts manager or designee shall advise contractor of the findings and recommend a method to resolve the dispute. Decision of the contracts manager or designee shall be final.

In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the bid proposal.

3. **Right to Terminate (SCM 7.85)**

The State reserves the right to terminate this agreement subject to thirty (30) days written notice to the Contractor. Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

However, the agreement can be immediately terminated for cause. (Refer to GTC, Exhibit C, Item 7. Termination for Cause)

4. **Potential Subcontractors**

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

5. **Evaluation of Contractor**

Performance of the Contractor under this Agreement will be evaluated. The evaluation shall be prepared on Contract/Contractor Evaluation Sheet Sheet (STD 4), and maintained in the Agreement file. For consultant agreements, a copy of the evaluation will be sent to the Department of General Services, Office of Legal Services, if it is negative and over \$5,000.

Contractor's Name
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**EXHIBIT D
(Standard Agreement)**

6. Agency Liability

The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

7. Force Majeure

Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failures of performance constitute default, if such delay or failure is caused by "Force Majeure." As used in this section, "Force Majeure" is defined as follows: Acts of war and acts of God such as earthquakes, floods, and other natural disasters such that performance is impossible.

8. Non-Eligible Alien – All Sole Proprietor Contracts – (SCM 2.07)

Contractor shall comply with US Code, Title 8, Section 1621 (a), (b), (c), and (d), concerning aliens or immigrants ineligible for State and local public benefits.

9. Contractor Name Change

Contractor shall provide a written notice to the State at least thirty (30) days prior to any changes to the Contractor's current legal name.

Contractor's Name
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EXHIBIT E
(Standard Agreement)

ADDITIONAL PROVISIONS

1. Requirements

- a) Contractor shall cooperate with the Department of Forestry and Fire Protection (CAL FIRE) authorities and shall observe and comply with all regulations presently in force on Department of Forestry and Fire Protection grounds.
- b) License and Permits
 - 1) The Contractor shall be an individual or firm currently licensed to do business in California and shall obtain at his/her expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this contract. In the event the Contractor fails to keep in effect at all times all required license(s) and permit(s), the State may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.
 - 2) If you are a Contractor located within the State of California, a business license from the city/county in which you are headquartered is necessary however, if you are a corporation, a copy of your incorporation documents/letter from the Secretary of State's Office can be submitted. If you are a Contractor outside the State of California, you will need to submit to the California Department of Forestry and Fire Protection Contracts Unit a copy of your business license or incorporation papers for your respective State showing that your company is in good standing in that state.

2. Insurance Requirements

- a) General Provisions Applying to All Policies
 - 1) Primary Clause - Any required insurance contained in this contract shall be primary, and not excess or contributory, to any other insurance carried by the State.
 - 2) Endorsements - Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
 - 3) The Department will not provide for nor compensate Contractor for any insurance premiums or costs for any type or amount of insurance.

b) General and Commercial Liability Insurance

When Contractor submits a signed contract to the State, Contractor shall furnish to the State a certificate of insurance, stating that there is commercial general liability insurance presently in effect for the Contractor of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined.

The certificate of insurance will include provisions 1, and 2, in their entirety:

- 1) That the insurer will not cancel the insured's coverage without 30 days prior written notice to the State.
- 2) That the State of California, its officers, agents, employees, and servants are included as additional insured, but only insofar as the operations under this contract are concerned.

Contractor agrees that the bodily injury liability insurance herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or

Contractor's Name
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EXHIBIT E
(Standard Agreement)

times during the term of this contract, Contractor agrees to provide at least 30 days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one year. New certificates of insurance are subject to the approval of the Department of General Services, and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, the State may, in addition to any other remedies it may have, terminate this contract upon occurrence of such event.

- c) Worker's Compensation Insurance --- Employer's liability with \$1,000,000.00. By signing this Agreement, the Contractor hereby warrants that it carries Workers' Compensation Insurance on all of its employees who will be engaged in the performance of this Agreement. If Staff provided by the Contractor is defined as independent contractors, this clause does not apply.

3. Labor

- a) Contractor shall observe strictly that workers, laborers, or mechanics specifically skilled in the class of work required shall perform all work and that workmanship shall be of the best regardless of the quality of materials. Contractor shall at all times provide sufficient, competent labor to properly carry on the work and ensure completion within the contract time.

b) Apprentices

- 1) Properly registered apprentices may be employed in the prosecution of the work. Every such apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he or she is employed, and shall be employed only at the work of the craft or trade to which he or she is registered. The contractor and each subcontractor must comply with the requirements of Labor Code Section 1777.5 and any related regulations regarding the employment of registered apprentices.

c) Prevailing wages – (Rates can be viewed at www.dir.ca.gov/DLSR)

- 1) In accordance with the provisions of Section 1770 and 1773 of the Labor Code, contractor and any subcontractor shall conform to the general prevailing wages as determined by the Director of Industrial Relations. Copies of these wage rate determinations or amendments may be reviewed at the principal office of the contracting agency.
- 2) In accordance with Labor Code section 1813, contractor shall forfeit to the State a penalty of twenty-five dollars (\$25) for each calendar day or portion thereof for any of contractor's workers or subcontractors paid less than the stipulated prevailing wage.
- 3) Contractor further agrees to pay each worker the difference between the actual amount paid for each calendar day or portion thereof, and the stipulated prevailing wage rate. This provision does not apply to properly registered apprentices.
- 4) In accordance with Labor Code sections 1810, 1811, and 1814, the maximum hours a worker will be employed is limited to eight (8) hours a day and 40 hours a week, except as permitted below. Contractor shall forfeit twenty-five dollars (\$25) per day as a penalty to the State for each worker employed under the contract in violation of this law.
- 5) In accordance with Labor Code section 1815, contractor is permitted to employ workers more than eight (8) hours a day and 40 hours a week at not less than 1 1/2 times the basic rate of pay.

d) Payroll records

Contractor and subcontractors shall keep accurate payroll records on each journey level employee, apprentice, other worker or employee working under this contract. Contractor shall provide a certified copy of payroll records when requested by an employee, public, State, Division of Labor

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EXHIBIT E
(Standard Agreement)

Standards Enforcement, or Apprenticeship Standards of Department of Industrial Relations. Contents of payroll records and obligations for making information available are found in Labor Code section 1776. Prime contractor shall be responsible for compliance with this section.

e) Employment of undocumented aliens – SCM 10.30, A.

“No state agency or department, as defined in Public Contract Code, Section 10357, that is subject to this code, shall award a public works contract to a bidder or contractor, nor shall a bidder or contractor be eligible to bid for or receive a public works contract, who has, in the preceding five (5) years, been convicted of violating a state or federal law regarding the employment of undocumented aliens. See Public Contract Code, Section 6101.”

4. **Materials**

- a) New materials must be used throughout the work incorporated in this contract. Where a particular grade or quality of part or material is not specified and more than one grade or quality is available to the contractor, the best grade or quality material containing the required characteristics for the purpose intended, normally used in construction of similar work will be used.
- b) Contractor must request approval of all alternate parts or materials. Any such requests should be directed to the designated Project Representative.

5. **The Work**

a) Work Site

- 1) Contractor shall be responsible for, provide, and maintain all proper temporary walks, roads, guards, railing, lights and warning signs and shall take precautions at all time to avoid injury or damage to any person or any property.
- 2) No advertising of any description will be permitted in or about the work, except by order of the State.
- 3) Contractor having control of the work shall clean up the work as it progresses. At frequent intervals and at all times when directed by State, contractor shall remove and dispose of all rubbish, excess excavated material, and debris at Contractor's expense.. Contractor shall protect all adjoining and nearby State and public property, buildings, roads, and streets from dust, dirt, debris, or other nuisance arising out of contractor's operations.
- 4) At completion the work site shall be cleared of tools, false work, equipment and rubbish and the entire project, including surrounding premises, shall be left in proper, clean condition. Upon completion of the work or as directed, contractor shall replace premises and adjacent property in good condition.
- 5) Contractor shall be entirely responsible for any damage to the property due to hauling or other causes attributable to this work. All such damaged portions shall be repaired when directed and as required to place them in as good condition as existed before the commencement of the work.

Question and Answers for Bid #7CA00782 - Forklift Maintenance and Repair Service

OVERALL BID QUESTIONS

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